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Toast Electric General Customer Terms & Conditions

Toast Electric is a retail brand of Sustainability Trust. Any contractual relationship, real or implied, between Toast Electric and you as the customer should be understood as being with Sustainability Trust.

These Terms and Conditions apply to all customers who have elected to receive electricity supply for their residential or business premises.

Welcome to Toast Electric, we're Aotearoa New Zealand's only not-for-profit electricity retailer.

A good relationship is an honest relationship. What follows is what you can expect from us.

Application process

You can apply by completing the online application form on our website www.toastelectric.nz. During the application process this is what will happen next:

1. We will match your address with an ICP number from the Electricity Registry (your ICP number will be on a previous power bill).
2. We will verify if we can service your home or small business, based on location and type of meter you have (we can pull this from the Electricity Registry).
3. We will confirm your details:
 - Contact details: full name, email address, contact phone number.
 - Power status: whether you are moving into the address or are already have power there, and whether you are medically dependent on power.
4. We will ask you to accept the terms and conditions.
5. We will confirm your payment details. Direct debit is our current payment method. For other methods please contact us.
6. Once everything has been confirmed, the switch over process will begin.
7. Your current provider will receive a notification that you wish to transfer to Toast Electric. Once we receive notification they approve the switch we will switch your household or business over to Toast Electric.

Accepting your application

We will do everything in our power to sign you up. If we can't, we will refer you to other retailers that share our vision of making sure households have a fair, secure, and competitively priced supply of electricity.

In some rare cases we may choose not to accept your application if:

- you do not meet our eligibility, payment, credit or other criteria (for example, not providing us with the information we need to set up your account), or
- you or someone occupying your premises has amounts owing to from a previous account. We may require payment or discussion on resolving this situation before we can accept you as a customer.

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We may require you to agree to any other arrangements or extra terms and conditions we consider necessary.

Consumer agreement

You officially become a customer when:

- we accept you as our customer, or
- you first use electricity supplied by us, or
- both parties agree on a date for the switch over (as in line with switching process regulations and rules).

Once you're a customer, the Consumer Contract commences. This means you are liable for all products and services provided to you under the Consumer Contract.

Becoming our customer before using electricity supplied by us

If our supply of electricity to you has not commenced at the time you become our customer, we will endeavour to commence supply as soon as possible or at a time agreed between you and us.

Switching to us from another electricity supplier

In 99.9% of cases switching you over to Toast Electric will be seamless. By switching over and becoming a customer of Toast Electric, you agree that we will:

- arrange to end your current agreements with your existing electricity supplier and, if applicable, network operator
- do all things necessary to arrange supply to your premises as soon as possible, including authorising the existing supplier to release any information held about the supply of electricity to your premises, and
- use the existing supplier's final meter reading (which may have been estimated) for our initial invoice
- comply with any relevant industry switching requirements (including your right and our right to cancel a switch)
- supply electricity as soon as possible after commencement of the consumer contract.

If your current electricity supplier has disconnected your supply and not reconnected it, you will need to contact them to have the electricity supply reconnected before we can accept the switch.

Moving house or premises

You must give us at least three Business Days' notice that you are moving out of your premises to let us complete a final meter reading (*a charge may apply*). At our discretion, we may estimate the final meter reading or may rely on a reading provided by you. Once you have notified us, we will complete a final meter reading and prepare a final invoice. If you wish, we can continue to supply electricity services to you at your new premises, in which case, this Agreement will continue to apply.

Should you fail to provide notice of moving from the property you will be liable for any power until a new customer advises us of occupation.

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When you move into your new premises, we will use the existing supplier's final meter reading at your new premises as the initial meter reading at your new premises. This final meter reading may be based on an actual or estimated meter reading.

If the electricity supply at your new premises requires reconnection, we are able to arrange reconnection for you for a fee or, alternatively, you can arrange with the previous supplier of the premises to arrange reconnection.

You remain liable as long as you remain the account holder at the premises under the terms of this agreement. If you live in a group situation (for example, flatting) and your name is on the account, you need to let us know if you are moving out so we can end our agreement with you.

Please make sure you do this even if others will be remaining at the premises. Where you are switching to another electricity supplier, we will process the switch in accordance with the industry switching requirements.

Changes in electricity use

You must keep us informed of any anticipated changes that will result in substantial increases to your electricity usage. Such increased electricity uses may exceed the capacity of your existing electricity supply equipment and you may require an upgrade

Terminating the Consumer Contract

You must give us at least 48 hours' notice if you want us to stop supplying electricity to your property. We will stop supplying electricity to your property as soon as reasonably practicable after you give us notice. The cost for electricity supplied to your property up to the date we disconnect you and the fee for conducting a final actual meter reading (if applicable) will be included in your next invoice.

If you have applied to switch to another electricity supplier, that supplier will advise us so that we can undertake the switch process together. We will facilitate the switch process, but you will remain our customer until the switch process is completed. You will need to pay us for all electricity supplied to your property and any other charges incurred before the switch process is completed.

Authorised persons and alternate contacts

You may contact us to appoint an authorised person to make decisions for you in relation to your account with us. An authorised person can do most things with your account. However, they cannot do some things, for example, like opening or closing an account in your name.

If you believe that you may have difficulties with your payments or with communicating with us, you may appoint one or more alternate contacts to help you communicate with us and to assist you if a payment issue is pending. An alternate contact could be a family member, friend or social agency.

Your responsibility as our customer

You are still responsible as our customer for complying with these terms and conditions, even if you have appointed an authorised person or an alternate contact.

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Medically dependent consumers

If you or someone you're living with is dependent on mains electricity for critical medical support (for example, for the use of medical equipment); and the loss of electricity could result in loss of life or serious harm, then you are likely a "medically dependent consumer".

It's important that you let us know if this is the case so we can work with you to minimise any potential disruption to your power. If you are, or believe you are, you will need to provide us with a completed Notice of Potential Medically Dependent Consumer Status Form, which you can download from our website or your health practitioner can give you.

If you are confirmed as a medically dependent consumer, we will comply with the requirements of the Electricity Authority's guidelines relating to medically dependent consumers in the Consumer Care Guidelines. ([Consumers — Electricity Authority \(ea.govt.nz\)](https://www.ea.govt.nz/consumers)).

If you are a medically dependent consumer, you must maintain a back-up power supply or any other emergency arrangements that will ensure your health and safety in the case of an interruption to your electricity supply. Electricity supply may be interrupted at any time without warning.

Refer to our Customer Care Policy for further information.

Information and privacy

When you interact with us, use electricity supplied by us and/or sign up to Toast to become a customer, and throughout our supply of electricity under this agreement, we will collect, hold, use and disclose information about you. If you are an individual, the Privacy Act 2020 applies to that personal information. You must make sure the information you give us is correct and you must always keep it up to date. Our Privacy Policy is on our website which you can access at www.toastelectric.nz. It sets out how we will collect, hold, use and disclose information, and if the Privacy Act 2020 applies to your information, how we comply with that Act.

Electricity supply

Our supply of electricity to you will comply with all legal requirements including the Consumer Guarantees Act 1993 and in accordance with good industry practice in New Zealand and any relevant industry protocols and codes of practice.

The supply of electricity to you may not be continuous and uninterrupted. We do not guarantee the continuous supply of electricity to your premises.

We will notify you if you are entitled to receive a service level payment where the service standards for supplied electricity are not met; and if we receive compensation from a third party (such as a Lines Company or Transpower) for losses resulting from the interruption of supply.

We will pass on an appropriate portion of that compensation to you whose supply was interrupted, and if requested to do so will provide you with an explanation of how the amount was determined.

We will pass onto you any payments made under a customer compensation scheme during a public conservation campaign under the Electricity Industry Participation Code 2010.

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Protecting your electrical equipment

Surges or spikes are momentary fluctuations in voltage or frequency that can happen at any time and are not treated as interruptions. Surges or spikes can also occur as a normal part of our operations including, for example, reconnection.

We strongly recommend you install surge protection devices for sensitive appliances and take out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

We will comply with our obligations under the Consumer Guarantees Act 1993, however, other than this we take no responsibility for any loss or damage caused to equipment, property or appliances, including loss of data, arising from surges or spikes.

Safety

For your safety and the safety of those around you:

- dial 111 in an emergency
- Call Wellington Electricity Lines Limited on 0800 248 148 if there is a possibility that our electricity supply could endanger people or property
- Email us on outages@toastelectric.nz to notify us of the issue
- do not interfere with pipes or wires that supply electricity to your premises
- make sure only qualified people perform maintenance or repairs on electricity equipment or appliances at your premises
- contact us before demolishing or removing any buildings connected to or containing electricity supply equipment,
- and contact us if you become aware of a hazardous situation relating to your electricity supply or electricity supply equipment.

Access

You must provide us, and the network operator with safe, unobstructed, and easy access to your premises so we can:

- read any meter on your premises
- connect, disconnect, restrict, limit or remove any limit or restriction on your electricity supply
- install, remove, inspect, test, operate, maintain, service, upgrade, repair or replace electricity supply equipment
- investigate or remedy any matter concerning the quality of electricity supply or compliance with your responsibilities under these terms and conditions
- protect or prevent danger or damage to people or property
- trim trees and other vegetation where the network operator is required or entitled to do so under these terms and conditions or any law
- or to maintain public safety and the operational integrity of the network,
- and enforce these terms and conditions and comply with the law.

You may be required to turn off the electricity at your premises to enable access for these purposes.

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We may do whatever is reasonably necessary to gain access to your premises for these purposes. This right continues until you have met all your obligations under these terms and conditions, and for up to 6 months for the network operator after you stop being our customer.

You must pay for all costs incurred by us in obtaining or attempting to obtain access to your premises for authorised purposes, including legal, locksmith and security agency costs.

Access to your premises must be safe and free of hazards and obstructions (for example, open manholes, barbed wire or rotten decks). You must let us know about any health and safety requirements or issues and provide us with any equipment that is necessary to ensure the health and safety of our representative on your premises.

Any dog or other animal that may put us at risk must be controlled when we visit. You may be prosecuted if any dog or animal threatens or attacks us or if you threaten, assault or harass us. You will be liable for all costs, loss or damage incurred by us arising out of your unsafe premises or any threats or attacks made by you, anyone on your premises, or your dog or other animals.

Notice of access

Except in routine situations (for example, to read or inspect metering equipment) or emergency situations, before accessing your property, we will give you written notice of when we or our metering agents will be accessing your premises and the reasons why we require access.

Where we are given sufficient prior notice from a third party that owns electricity supply equipment on your premises, the notice we provide to you will be given:

- at least 10 business days prior to entry if we are accessing your premises to undertake construction, upgrade, repair or maintenance work,
- or within a reasonable timeframe where we are accessing your premises for any other reasons.

Where a third party who owns electricity supply equipment on your premises does not give us prior notice, we will not be able to give you any notice before they access your premises.

Immediate access to your premises

In some circumstances, you will need to give us immediate access to your premises, including if we need to:

- restore electricity supply in your neighbourhood after an outage
- prevent harm to people or property from equipment we or the network operator are responsible for
- protect the network,
- or deal with any other emergency involving the supply of electricity.

Our responsibilities when accessing your premises

When accessing your premises, we will:

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- take reasonable steps to minimise any direct impact on your premises and any inconvenience to you
- take reasonable steps to comply with any reasonable requests you make
- carry identification and present it if you ask to see it
- identify ourselves before starting work, and act courteously, considerately and professionally at all times.

Keys and security codes

You need to provide us or our metering agents with a key and/or security system code or arrange access to your electricity supply equipment if any of it is located behind locked doors or gates.

If we hold a key to your premises that was supplied by a previous customer or landlord, we will ask your permission to use it. If you say no, you will need to make alternative arrangements with us for access. However, if we hold a key that is used to access meters in a common area (for example, an apartment block meter room), we will continue to use the key to access that area but will not enter your private premises.

We will keep all keys and security codes you give us secure and only use them to fulfil our rights and obligations under these terms and conditions. We will only return your key to you or your authorised person if you are still our customer at the premises.

If we no longer need your key to access the electricity supply equipment, we will destroy it securely (we will let you know before we do this), or if you are still our customer at the premises and you request it, we will return the key to you.

Meters and meter readings

Meter readers installed at your premises will be used to measure your electricity usage. It is your responsibility to inform us of all meters at your premises used for the supply of electricity to you.

We will endeavour to read your meter electronically at least every month, where we are unable to read your meter electronically, we may access your premises to conduct a manual meter read. We or our metering agent will conduct this manual meter read during normal meter reading hours, every month, or if your premises is located in a rural area, every two months.

We will comply with any Regulations or Industry Standards in relation to metering.

We will set out any costs associated with providing or changing metering equipment or set out where you can get information about those costs.

If you do not provide us with access to your meter during normal meter reading hours, or we are unable to read your meter for whatever reason, we will send you an invoice based on an estimate of electricity supplied. We will estimate this based on an average subscriber's electricity usage.

You will be given the opportunity of providing meter reading until we arrange for the meter to be read; and we will amend an estimated bill if a valid meter reading is provided.

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You agree that we own all data collected by the meters and, that we may use such data for the purposes of supplying electricity to you, matching your generation/supply to other subscribers, administering your account and all other matters incidental to this.

We or our metering agent will undertake routine inspections of your meter and we may from time-to-time repair, change, upgrade or downgrade the metering equipment at your premises as we see necessary. If an inspection of the meter reveals it is faulty or inaccurate, we will replace or repair it and debit or credit your account to the value of the error in its previous readings for which you have been invoiced. Where a manual meter read is required and there is a charge related to this activity, then we will invoice you in the next invoice period.

You must not tamper with the meter. If you suspect the meter has been tampered with, you must report this to us immediately. If you cause or allow someone to tamper with the meter and it causes loss or damage to us, we may require you to pay an amount equal to the costs we incur in investigating the damage, any costs of repairing or replacing the affected Metering equipment and the amount of loss suffered by us. Additionally, we may disconnect or suspend the supply of electricity to you.

Fees and charges

You will be responsible for all charges from the date determined by the relevant switching process regulations and rules or the date that you first use electricity supplied or services provided by us.

We will charge you for electricity supply and any other services we provide to you at the rates set out in our pricing plans or other applicable terms and conditions. These fees and charges may change from time to time. Our electricity charges for the electricity you have used will be based, at our discretion, on an actual or estimated meter reading or a reading provided by you. You can contact us for an explanation of how we calculate estimated invoices.

We may also charge you for any services performed on your premises requested by you or a third-party contractor working on your behalf (for example, a builder, electrician, or arborist).

We will endeavour to supply electricity at a cost that is fair and reasonable and is reflective of the cost of supply.

All products, services, fees, and charges and available to the Consumer are contained here, or in our Consumer Care Policy, or set out on our website www.toastelectric.nz

Where you request a product or service that involves an additional cost, we will advise you of any additional costs that are known at the time of the request, or if not known at the time, will provide an estimate of the cost.

If prices are set to increase, we will provide you with notice via email or text of no less than 30 days of when the increase will take effect. If the increase in a fee or service charge or the total invoiced price of the electricity supplied is more than 5% (and, in the case of a fee or service charge, the increase is reasonably likely to have a material effect on you) then a separate notice of the increase will be individually communicated to you in writing as soon as possible. The above does not apply to a flexible pricing plan.

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If you are liable for a fee (for example, a late payment fee or a disconnection and/or reconnection fee) then we will provide reasonable notice of the circumstance involving the fee and explain how you can avoid incurring the fee.

Adjusting your pricing plan

If you wish to change your pricing plan, products, or services to another pricing plan, product or service offered then: (a) you may ask us to make the change; and (b) subject only to any reasonable restrictions applying to the pricing plan, product or service and in discussion with you around the best plan options for your situation, we will make the change; and (c) the change will occur within the timeframe specified in this contract.

We may adjust your pricing plan if, for any reason, the information we relied on to set it is incorrect or needs to be amended. We will let you know if this happens.

If our fees and charges change during an invoicing cycle, we may average out the electricity used over the period to determine a daily average usage and then charge your usage at the different rates.

Please get in touch if you would like to know who your local network operator is.

Billing and payment

Unless we agree or tell you otherwise in writing, we plan to send you an invoice every month. Your invoice will itemise (where applicable):

- the quantity and cost of electricity supplied or estimated to be supplied
- any fees and charges
- any taxes and levies
- any charges for other products or services you have asked us to provide, and
- any penalties or other charges additional to our usual fees on your invoice.

The invoice will clearly show the due date for payment and will state whether the electricity charges are based on an actual or estimated reading. It will also show the Installation Control Point (ICP) identifiers relating to each electricity supply covered by the invoice. It may not show the name of the local network operator.

The amounts payable may be rounded.

You must pay all our fees and charges as shown on your invoice in full and by the due date shown on your invoice. You remain obliged to pay all of our fees and charges, even after you have ceased to be supplied by us or otherwise are no longer our customer.

Details of payment discounts and other offers available, if any, are available on our website, or by contacting us by email. To be eligible for any of these, you will need to comply with the terms and conditions of the relevant discount or offer.

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When we receive payment from you, we may use that to pay any overdue amount before paying your current fees and charges.

Our method of payment is by direct debit unless we have arranged alternative options with you. Please contact us if direct debit is not suitable for you or you would like to discuss other options. Direct debits from your nominated account will be deducted once every month (Energy Wellbeing clients will have payments deducted once every week).

As a direct debit customer you agree to the *Direct Debit Authority Special Terms* at the bottom of this document. You also agree to pay us from your nominated account (the bank account details you entered during your online application to become a customer) at the prices applicable and any other charges in accordance with this Agreement.

As a direct debit customer you agree to:

- authorise us to debit your nominated account for amounts owed
- ensure your nominated account has sufficient clear and accessible funds to cover all payments at the time for payment
- always make full payment of the invoice amount. If you have a dispute, you must still pay the undisputed portion of your invoice.

If you can't pay your invoice in full and by the due date, you need to let us know immediately so we can discuss payment arrangements. If you continue to have problems making payments, we may need you to change to a different payment method or meter option. Not paying your invoices may affect your eligibility to receive other products from us.

If you fail to pay any of our fees and charges, we may register your payment default with a credit reporting agency.

If we have agreed a payment arrangement with you, you must keep to the terms and conditions of that arrangement. If you don't honour that arrangement, we may disconnect your supply.

You must let us know immediately if you do not receive regular invoices from us. You will still be responsible for all fees and charges during the period covered by the late invoice.

If you are not responsible for the invoice being late and if the invoice is sent more than 2 months after the end of the period it covers, we may negotiate an appropriate discount and payment period with you.

We do not charge interest on late payment of invoices.

If we have made an error with our invoice (irrespective of the cause) and undercharged you, or we have failed to invoice you at all, we will issue or adjust the relevant invoices, and our normal payment terms will apply. Any amounts you are required to pay will take into account whether you have contributed to the error or could reasonably have been expected to know about it.

If we have overcharged you, we will refund you promptly, or credit your account.

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If you dispute any amount shown on your invoice, you must let us know immediately. You will need to tell us about the amount in dispute and why you are disputing it. We will investigate the disputed amount as quickly as possible.

When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your electricity supply if you have not paid amounts that are genuinely in dispute, and we are aware of this. However, we may disconnect your supply if you do not pay undisputed amounts.

Debt collection costs

You must pay us or any debt collection agency we engage, any costs incurred in recovering all fees and charges you are required to pay under our agreement with you. This includes collection costs, revenue costs, legal fees, administration fees and/or other costs related to late or non-payment. This obligation continues after you have ceased to be supplied by us or otherwise are no longer our customer.

Disconnection

You need to tell us if you want us to disconnect your electricity supply. If you don't, you'll still need to pay our fees and charges for as long as the premises remain connected to the network, even if you no longer occupy the premises.

You need to give us at least 4 business days' notice to disconnect your electricity supply temporarily or permanently on a specific date.

Charges may continue until the disconnection process has been completed. If the premises have been temporarily disconnected, you will need to continue to pay for any fixed daily charges.

We may charge you a disconnection fee and additional costs may be incurred when we or the network operator disconnect your supply (including for each unsuccessful attempt to disconnect you where you do not give us reasonable access to your premises or meter). These costs will be charged to you.

Disconnection by us for non-payment

In very rare cases, we may disconnect the electricity supply to your premises due to non-payment of amounts owed to us for supplying you with electricity and other services.

If in the very rare case where we think disconnection is warranted, we will contact you prior to issuing a notice of disconnection in accordance with our Consumer Care Policy.

If you dispute the reason for disconnection, you must let us know immediately outlining the details of your dispute. We will investigate your dispute as quickly as possible and (except in the case of emergency disconnections) disconnection may be delayed (at our reasonable discretion) while we investigate. If you disagree with the outcome of an investigation, you may make a complaint. See the below section *Complaints*, on how to do this.

We will only disconnect consumers on a working day that is not a Friday or the day before a public holiday.

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If supply has been disconnected for nonpayment and satisfies the requirements for reconnection (which should be reasonable), we will restore the electricity supply as soon as reasonably practicable.

For purposes of clarity, we will only disconnect supply for non-payment where non-payment relates to an invoiced amount (including non-payment of a bond that the Consumer is required to pay), and not where:

- you are enrolled in our Energy Wellbeing programme and are working in good faith to repay amounts owing or following advice of a Financial Mentor or ourselves regarding payment
- the reason for non-payment is the subject of dispute resolution proceedings
- the disconnection is for non-payment of an estimated amount, unless we reasonably believe that it is fair and reasonable in the circumstances to do so
- an MDC resides at the property
- the customer has paid all charges that are not disputed
- the debt does not relate to electricity supply
- all the requirements in the CCG for disconnections have not been met.

Disconnection for other reasons or terminating consumer contract

We or the network operator may disconnect or restrict your electricity supply with or without notice for safety reasons or where we or the network operator needs to protect people or premises (an emergency disconnection). We may also disconnect or restrict your electricity supply at your request (as described above at 'Disconnecting your electricity supply').

We may also disconnect or restrict your electricity supply if:

- you cease to be our customer
- you have tampered with or damaged electricity supply equipment
- there is clear evidence of electricity theft or other related illegal activity
- any electricity supply equipment on your premises does not comply with legal requirements or the network operator's network connection standards
- on two or more occasions, whether consecutive or separate, you deny us or our metering agency reasonable access to your premises or if we consider that access is not safe or unobstructed
- we consider your electricity installation to be unsafe
- our agreement with the relevant lines company has ceased.

We will provide reasonable notice to remedy any breach in order to avoid supply disconnection.

Some of your obligations under these terms and conditions will continue to apply after we have stopped supplying you with electricity, for example:

- terms relating to the payment of outstanding account balances will continue to apply until the balances have been paid, and
- we may access your premises to continue to read your meter or remove electricity supply equipment owned by us, the meter owner or the network operator.

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We may also end our agreement with you if the information that we relied on when accepting you as our customer was incorrect.

Where there has been a material or persistent breach of a Consumer Contract that is capable of being remedied, we will give you reasonable notice of the need to remedy the breach to avoid supply disconnection and/or termination of the Consumer Contract.

Complaints

If you have a complaint about our supply of electricity to you or any other service we provide, please contact our free internal complaints service in the first instance.

Email: hello@toastelectric.nz
Post: Toast Electric. 2 Forresters Lane, Te Aro. Wellington 6011

We will try to resolve your complaint straight away and will acknowledge your complaint within 2 business days of receiving it. If we can't resolve it straight away, we will give you a response within 7 business days.

We are a member of the Electricity Complaints Scheme operated by Utilities Disputes, this is a free and independent industry complaints body. We are committed to maintaining the standards contained in the General and Scheme rules for the Electricity Complaints Scheme.

If the complaint falls within its jurisdiction and we cannot agree to a solution, you can refer your complaint with us to Utilities Disputes.

Contact details for Utilities Disputes:
Web: utilitiesdisputes.co.nz
Email: info@utilitiesdisputes.co.nz
Phone: 0800 22 33 40
Fax: 0800 22 33 47
Post: PO Box 5875, Wellington 6140 Freepost 192682

If you remain unsatisfied with the way your complaint has been dealt with, even after the intervention of Utilities Disputes, you may pursue the matter in another forum (for example, the Disputes Tribunal or the court system).

Liability

All electricity supplied and services supplied will comply with the Company's obligations under the Consumer Guarantees Act 1993.

Subject to the maximum limits of liability set out below, any liability of either party under this Agreement whether in contract or tort (including negligence) or otherwise, is limited to direct physical loss or damage to property, premises or goods caused by a breach of this Agreement.

Either party's liability for any event or related series of events will be limited to \$10,000 for any single event or series of related events.

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Neither party will be liable for:

- events beyond that party's control such as, Acts of God, natural disasters, industrial actions, war, extreme electricity shortages, any law or government order, terrorism, or any indirect or consequential loss, loss of profits or similar types of losses.

We will not be liable for:

- any loss or damage arising out of any planned or unplanned outages
- any loss or damage resulting from the network operator or metering service provider's act or omission
- any loss or damage arising from the failure of someone else to supply us with electricity or electricity of sufficient quality, or
- any loss or damage caused by your failure to switch off any appliances at your premises before reconnection or for any damage to your appliances caused by fluctuation in electricity supply to your premises.

You acknowledge that the network operator will not be liable to you in respect of any warranties, guarantees or obligations imposed on the network operator by the Consumer Guarantees Act 1993 or any other law.

If we receive compensation from a third party for losses resulting from the interruption of your supply, we will pass on a portion of that compensation to you and, if requested, we will provide you with an explanation of how the amount passed on was calculated.

We reserve the right to repair or replace any damaged property, premises, or goods up to the same maximum amount stated above, instead of paying cash.

You must provide us with written notification of your claim if you wish us to compensate you for any loss or damage. We will not cover any loss or damage to your property, premises, or goods where such notification has not been given.

For the purposes of the Contract and Commercial Law Act 2017, the limitations of liability under this Agreement extend to our employees, agents, the network operator, and the meter owner

We will comply with our obligations under the Consumer Guarantees Act 1993, other than this, we will have no liability to you.

Changes to this agreement

We may make amendments to this Agreement (including, for the avoidance of doubt, any payment options, fees, or charges), from time to time.

We will notify you of any amendments to this Agreement and the reason(s) for such amendments. Such changes will only take effect after providing you with 30 days' prior notice.

We may notify you of such amendments by any of the following methods:

- putting a notice on our website

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- putting a notice in our subscriber newsletter, or
- sending you a letter or an email.

We will communicate any amendments to this Agreement to you personally in writing as soon as possible if we believe that any amendment will have a material impact on the Agreement as it applies to you, or if the fees or charges we charge are increasing by more than 5 percent.

Transferring your rights and responsibilities

We can assign or transfer any or all of the rights and obligations we have under our agreement with you to someone else. Where we do this, we will let you know:

- that the agreement is being transferred
- where you can access contact information for the entity to which we have transferred the agreement, and when the transfer will take place.

If, for any reason, we commit an event of default as an electricity retailer (as defined in the Electricity Industry Participation Code 2010), the Electricity Authority may assign this agreement to another retailer. The terms and conditions of this agreement may be amended on such assignment to the standard terms and conditions of the recipient retailer applying immediately before the event of default occurred or amended to such other terms that are more advantageous as to the recipient retailer and the Electricity Authority agree.

The terms and conditions of this agreement may also be amended to include a minimum period, and to require you to pay an amount for cancelling the agreement before the end of that minimum period. To facilitate this process, we may be required to pass information about you to the Electricity Authority, who may pass it on to another retailer.

This paragraph, as well as the paragraph above allowing us to transfer your agreement to another person, are for the benefit of the Electricity Authority for the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contractual Privity).

We may also subcontract or delegate any or all of our responsibilities under our agreement with you to another party. If, for any reason, we have or are likely to have a receiver, liquidator or other similar officer appointed, we will take all reasonable steps to make sure your electricity supply is not affected.

You cannot assign, transfer, subcontract or delegate any of the rights and obligations you have under our agreement with you to any other person. If you have or are likely to have a receiver, liquidator or other similar officer appointed, you must notify us immediately.

Point of connection

Point of Connection or ICP is the point or points at which your Premises connect to a circuit breaker, switch, fuse or other isolating device on the Lines Company's network. This is usually at the meter point. If you don't know where your Point of Connection is please contact your Lines Company

It is your responsibility to provide a safe, secure and accessible location on your premises for the electricity equipment should we need to access this equipment including retail electricity meters and

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supply Points of Connections. You must maintain the safety, security and accessibility of the location of the electricity supply equipment at all times.

If the location of the electricity supply equipment is not secure, safe and accessible, you must provide us with an alternative suitable location at your own cost.

Unplanned supply interruptions

Although we will use our best endeavours to provide a continuous supply of electricity to you, your electricity supply may at times be subject to an interruption. This includes in the following situations:

- a failure or constraint on the network or upstream transmission system
- a metering equipment failure.
- force majeure
- if we consider an interruption is necessary to avoid damage to the network and to ensure the safety and security of electricity supply to our subscribers, and
- if required by law.

You will not be given any notice of interruption in urgent unforeseeable circumstances. However, where it is reasonable for us to notify you prior to an urgent power outage we will make every attempt to do so, and we will aim to restore your electricity supply as soon as it is reasonably practicable.

We will not be able to give you prior notice of any unplanned outages. We will liaise with the network operator and aim to restore your supply as soon as reasonably practicable after any unplanned outage.

If you experience an unforeseen outage contact our outages hotline on 0800 OUTAGE (688 243)

For any safety or emergency supply issues (such as sparking lines or where you are concerned about the safety of your property or occupants, either call emergency services on 111 or your local lines company:

Wellington/Porirua/Hutt Valley: Wellington Electricity Lines Limited: 0800 248 148;

Kapiti/Horowhenua: Electra Lines 0800 567 876

Wairarapa: PowerCo: 0800 27 27 27

Canterbury/Christchurch: Orion: 0800 363 9898

Force majeure

A force majeure event includes: Acts of God, war (whether declared or not), terrorism, riots, civil insurrection or epidemic, strikes and any other industrial action, storms, lightning, flood, earthquake, fire, volcanic eruption, landslide, accumulation of snow or ice or acts of animals, motor vehicle or other accident, faults in the network or acts or omissions by the network operator or meter owner, malicious damage, surges, spikes, other fluctuations or interruptions in the conveyance of electricity into the network, the partial or entire failure of supply or availability of electricity into the network, extreme electricity shortages, extreme pricing events or threats to our ability to supply electricity, compliance with any law or government order, rule, regulation or direction, your acts or omissions or

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any defect or abnormal conditions in or about your premises, or other similar circumstances beyond our control.

Planned supply interruption

We or your lines company may need to interrupt your supply of electricity in the course of inspecting, maintaining, repairing or upgrading the electricity supply equipment and or network at any time, and as we or your lines company sees necessary.

For any planned outages, we or your lines company will provide you with at least four Business Days' notice of any planned interruptions of electricity supply (unless otherwise agreed with you).

We will work to restore your electricity supply as soon as possible after a planned interruption.

Defined terms

Agreement: means these Terms and Conditions, any pricing plans, any terms and conditions relating to specific electricity related services, any payment options, and additional terms and conditions that we have agreed on in writing.

Business Day: means any day not including a Saturday or Sunday or a public holiday in New Zealand.

Electricity, electricity supply and electricity related services: means electricity, the supply of electricity and all services related to the supply of electricity such as renting electricity supply equipment, administration, maintenance, meter readings and repairs.

Electricity supply equipment: means any equipment used to supply electricity at your premises, such as wiring, pipework, fuses, fittings, Metering equipment, switchboard, and any other assets relating to the supply or use of electricity.

Energy Wellbeing Client means a client who has been referred and onboarded via an approved social, health or budget advice agency. Energy Wellbeing clients can access a range of services to reduce energy hardship and assist in maintaining a warm healthy home. There are additional Terms and Conditions for clients enrolled as Energy Wellbeing Clients.

Medically dependent consumer: means a person who requires electricity for critical medical support, where the loss of electricity may cause serious harm to health or death.

Metering equipment: means any meter or associated equipment used to measure and collect electricity usage data.

Network: means the electricity supply equipment owned by the network operator that is used to transport electricity to points of supply.

Network operator: means an entity that distributes electricity to your premises.

Premises: means the property where we agree to supply the electricity to you.

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Smart meter means a meter that communicates remotely with us.

Terms and Conditions: means these terms and conditions of electricity supply.

We, us, and our: means *Toast Electric* and any subsidiary company, and their officers, employees, contractors, agents and assignees.

You and your: means you, our customer.

To contact us

Post: Toast Electric. 2 Forresters Lane, Te Aro, Wellington 6011

Web: www.toastelectric.nz

Email: hello@toastelectric.nz

Email will be checked regularly during business hours: Monday – Friday / 8.30am – 4.30pm

Direct Debit Authority Terms

These Terms and Conditions apply to customers who pay for their electricity supply through Toast's direct debit facility.

These terms (this Authority) apply to Toast Electric (the Initiator) where you (the Customer) have authorised Toast Electric to make direct debits from your account with any bank (the Bank).

1. The Initiator must give me at least 2 days' prior notice of each direct debit, including the first direct debit in a series.
2. Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.
3. All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.
4. I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.
5. I can also ask the Initiator to reverse a direct debit up to 120 days after the direct debit if:
I didn't receive proper notice of the amount and date of the direct debit, or
I received notice but the amount or date of the direct debit is different from the amount or date on the notice.
6. If my bank dishonours a direct debit but the Initiator retries it within 5 business days of the original direct debit, I understand that the Initiator doesn't need to notify me again about that direct debit.

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SmoothPay Terms and Conditions

These Terms and Conditions apply to customers who have elected to pay for their electricity consumption via regular weekly/fortnightly/monthly payments – SmoothPay.

SmoothPay spreads your annual electricity payments evenly throughout the year, so that your regular payments are consistent. You will still receive your normal monthly energy bill so you can keep track of your usage. These SmoothPay Terms and Conditions must be read together with our General Terms and Conditions. If there are any inconsistencies between the two, these terms and conditions will prevail to any SmoothPay issues.

Eligibility

To be eligible for SmoothPay you must meet the following criteria:

- Be a residential customer and the property on SmoothPay must be residential
- Not have an overdue balance on your Toast account

Payment Methods

SmoothPay payments must be paid by direct debit from your nominated bank account (or in the case of Energy Wellbeing clients – these may be from Work and Income). If you change your bank and/or account, you can cancel and change your payment authority at any time by contacting us.

On the agreed payment day, we will deduct the agreed payment amount from your bank account by direct debit.

If your payment is dishonoured, you may be removed from the Smoothpay payment program and transferred to our standard monthly billing and payment cycle. You will be liable to pay any amounts owing.

Your SmoothPay arrangement will continue to operate until cancelled, either on your instruction to us, or through a breach of these SmoothPay Terms and Conditions or our General Terms and Conditions.

SmoothPay Payments

We will jointly agree on your regular payment amount based on information at the time of setting up your SmoothPay. We will estimate an annual usage and divide this into weekly or monthly payments – whatever suits you best.

You will be liable for all energy charges billed to your account, irrespective of whether your regular payment amount paid through SmoothPay is sufficient to clear those charges in full. We fully expect that over the year your account will cycle between credit and debit balances. However, we will not expect you to pay any amount owing on your bill through extra payments apart from your regular payment or that we will refund any amount in credit (apart from the situations described below).

Your SmoothPay payment amount will be reviewed periodically and may be adjusted to ensure the regular payments closely match your annual energy costs. In some cases where we have not had enough recent billing activity at your household, our estimate may be inaccurate – in this case we may need to adjust your payment within a couple of payment cycles as more usage information comes to

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hand. If your payment amounts are adjusted, we will advise you at least 10 calendar days prior to the new amount being paid from your bank account.

You are not entitled to decrease your SmoothPay payment unless a review is carried out and we agree to a reduction.

Credit balances will not be refunded, except where your SmoothPay contract is cancelled, or in cases of hardship (as it is intended that credit balances will build up in summer to cover your increased usage in winter). Reviews of your account will ensure your payments are adjusted accordingly to absorb any credit over the next 12 months.

You cannot make additional payments or cancel a scheduled payment, as your regular SmoothPay payments are set to be consistent with your energy costs. You must ensure that you have sufficient funds in your bank account to cover the arranged payments. If your payment is dishonoured, we may terminate your SmoothPay contract and you must catch up the payment.

Cancelling SmoothPay

You can cancel your SmoothPay arrangement up to two business days before the next regular payment amount is due to be paid from your bank account. Otherwise, cancellation will be effective from immediately after the next payment date. Please contact us to cancel your SmoothPay arrangement. You must pay the outstanding debit balance in full within 14 days of cancelling a SmoothPay arrangement for any reason.

You may not be eligible for SmoothPay on any account which has had a SmoothPay contract cancelled within the last twelve months due to a breach of our General Terms and Conditions.

Any remaining credit or debit balances will be included on your next bill. If you leave Toast Electric and you have a debit balance on your account, the remaining balance will be direct debited from your bank account on the due date shown on the final bill. If you have a credit balance you will be refunded by direct credit on closure of your account. We will use the bank account provided for the direct credit to refund your money unless you instruct us otherwise.

Toast Electric reserves the right to change any of these terms and conditions at any time.

ENDS