



Terms and Conditions

1. Any terms and conditions set out in the pages titled 'Fixed Energy Plan: Offer' (Offer) and 'Fixed Energy Plan: Sign Up Details' form part of Powershop's Fixed Energy Plan (Plan) Terms and Conditions (Plan Terms). The Plan Terms are additional to, and should be read in conjunction with, Powershop's Customer Terms and Conditions (Standard Terms) available at: <http://www.powershop.co.nz/terms-and-conditions/customer/>, which together form the Powershop Customer Contract. In the event of inconsistency between the Plan Terms and the Standard Terms, the Plan Terms shall prevail. The Plan is not available in conjunction with any other Powershop promotional offers or specials in our online shop unless otherwise stated.
2. The charges applicable to your Plan are set out in the Offer. Subject to clauses 3 and 4 below, the prices set out under the "Powershop Charges" section in the "Your Fixed Energy Plan" table are fixed during the term of your Plan.
3. The following charges are not fixed and may be subject to change during the term of the Plan:
 - (a) Goods and Service Tax (GST);
 - (b) Network charges;
 - (c) Service fees (refer to Powershop's Schedule of Fees at (<http://www.powershop.co.nz/fees/>)).We may adjust the quoted rates in your Offer to reflect any changes to the above charges, provided we have given you 30 days' advance written notice of the change.
4. If, for any reason, the information that Powershop has relied on to calculate your Plan changes, or is shown to be incorrect (e.g. location, meter set-up), then Powershop may adjust the rates in your Offer (including the Powershop Charges) to reflect the correct situation as Powershop considers necessary. If this occurs, we will notify you and you can elect to terminate this Plan. See clause 7.3 for exceptions to your obligation to pay a Termination Fee.
5. **Term**
 - 5.1. **Start Date:** The Plan will start on your Switch In Date, unless otherwise stated.
 - 5.2. **Expiry Date:** The Plan will expire on the day 12, 24 or 36 months (as applicable) from the Start Date, or on another date agreed between the parties, unless terminated at an earlier date in accordance with the Powershop Customer Contract.
 - 5.3. **New Offer:** At the end of your Plan term, Powershop will, prior to the Expiry Date of your current Plan, endeavour to offer you the option of either:
 - (a) accepting the terms and conditions of a new fixed energy plan (New Plan); or
 - (b) moving on to a standard seasonal pricing plan on a non-fixed term.
 - 5.4. If we have made you a New Offer, and you fail to advise us of which option you accept by the date set out in the New Offer, or within 10 business days (whichever is later), then we will move you on to a standard seasonal pricing plan on a non-fixed term.
 - 5.5. If we have not made you a New Offer prior to the Expiry Date, we agree to continue to supply electricity to you under the terms and conditions of this Plan, but on an unfixed term until we make you a New Offer, and clause 5.4 will only apply from the date at which we contact you with a New Offer.
6. **Relocation**

Powershop's fixed energy plan rates differ between network regions and meter configurations and may not be available in some network regions and/or with some meter configurations. This means that if you move premises before the Expiry Date, the following will apply:

 - (a) the Plan will terminate on your Move Out Date, and a Final Meter Read will be required on that day (we may require proof of this date); and
 - (b) Powershop will either:
 - (i) provide a new offer for supply at your new location, with rates applicable to that location and meter set-up. If you accept this new offer, you will be charged at the rates applicable to your new location, from the date that Powershop is recorded on the Registry as the retailer of the ICP/s at your new premises. Your acceptance of the new offer will be considered a new agreement between the parties and not a continuation of, or amendment to, any existing or prior plan or offer; or
 - (ii) provide notice that Powershop cannot supply the new premises and invite you to seek supply options from an alternative electricity retailer.
7. **Termination**
 - 7.1. The Plan will terminate if:
 - (a) you terminate the Plan by calling Powershop on 0800 472 952, or contacting your account manager, in which case the Plan will cease to apply:
 - (i) if you switch to another electricity retailer, on the date that your new electricity retailer is recorded on the Registry as the retailer for the ICP/s at your premises; or
 - (ii) if you remain with Powershop but switch to another plan, from the date you accept and agree to the terms and conditions of the new plan;
 - (b) you move premises, as described in clause 6 above, in which case the Plan will cease to apply on the date determined in accordance with clause 6(a);
 - (c) you advise another electricity retailer that you wish to switch your electricity supply to that retailer, in which case the Plan will cease to apply on the date your new electricity retailer is recorded on the Registry as the retailer of the ICP/s at your premises;
 - (d) the capacity or metering configuration of the ICP/s at your premises changes and Powershop determines, at its sole discretion, that it no longer wishes to make the Plan available to the ICP/s. In this circumstance, Powershop will give you at least 30 days' written notice of the date on which the Plan will cease to apply and will advise you of the alternative plans and rates available to you after that date;
 - (e) you are disconnected or your contract is terminated in accordance with clause 9 of our Standard Terms.
 - 7.2. **Termination Fee**

If you terminate the Plan and switch to a different electricity retailer before the Expiry Date, you may be charged a Termination Fee of \$300 (inc GST) per ICP, unless one of the exceptions in clause 7.3 applies.

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7.3. Exceptions to Termination Fee

You will not be required to pay a Termination Fee if we terminate your Plan, or if you terminate your Plan before the Expiry Date where you advise us that your action was due to one or more of the following circumstances:

- (a) under the Powershop Customer Contract, Powershop:
 - (i) transfers any or all of its rights and obligations to a third party (Standard Terms, clause 9.12); or
 - (ii) changes the contract, and you are disadvantaged by that change (Standard Terms, clause 15.2); or
 - (iii) breaches a material term, or breaches any term of that contract persistently; or
- (b) the information we have relied on to calculate the Plan changes, or is shown to be incorrect (e.g. location, meter set-up), and we adjust your Offer to reflect the correct situation, in accordance with clause 4; or
- (c) we roll you over on to a new plan in accordance with clauses 5.4 or 5.5; or
- (d) you have moved premises before the Expiry Date of your Plan and either:
 - (i) you remain a Powershop customer at your new premises; or
 - (ii) we have, in accordance with clause 6(b)(ii), advised you that Powershop is unable to supply your new premises.

- 8. We may charge your final bill with an amount equal to the value of any Welcome Credit you receive at sign up if you cease to be a Powershop customer before the Expiry Date of your Fixed Energy Plan. If you close any of your individual sites or switch any to another electricity retailer within this period, we may charge your next bill with an amount equal to the value of the Welcome Credit you received for that particular site.

9. Definitions

Expiry Date has the meaning set out in clause 5.2.

Final Meter Read means the last meter read we take in order to close your account, and calculate your final bill. In relation to switching retailers, typically the final meter read from the current retailer is used as the start read for the new retailer.

ICP means installation control point.

Move Out Date means, in relation to relocation to new premises under clause 6, the last day on which you require Powershop to supply electricity to your premises at the address/es stated in the Offer.

New Offer has the meaning set out in clause 5.3.

New Plan has the meaning set out in clause 5.3(a).

Offer has the meaning set out in clause 1.

Plan has the meaning set out in clause 1.

Plan Terms has the meaning set out in clause 1.

Powershop Customer Contract means your contract with Powershop for the supply of electricity, and all relevant terms and conditions, including, but not limited to, our Standard Customer Terms and Conditions, and Fixed Energy Plan Terms and Conditions.

Registry means the Electricity Registry, maintained by the Electricity Authority.

Standard Terms has the meaning set out in clause 1.

Start Date has the meaning set out in clause 5.1.

Switch In Date means the date that Powershop is recorded on the Registry as the electricity supplier for the ICP/s in the Offer.

Termination Fee has the meaning set out in clause 7.2.

- 10. These fixed energy plan terms and conditions apply to all new fixed energy plans that start on or after 1 June 2017. They replace any previous agreement/s we have with you.