

NAME : (Mr/Mrs/Miss/Ms)	FIRST NAME	LAST NAME
APARTMENT BUILDING & ADDRESS		UNIT NUMBER
ADDRESS FOR CORRESPONDENCE - <i>(If different from the apartment above)</i> :		
EMAIL ADDRESS :		
APPLICATION FEE : \$30.00 choose one of the two following options [please tick yes or no]		
1. Attach a cheque for \$30.00 – payable to Energyco Ltd		Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Or, agree to have the fee of \$30 added to your first account		Yes <input type="checkbox"/> No <input type="checkbox"/>
START DATE – from : <i>(Date moved in)</i>	TELEPHONE NUMBER – day/mob	TELEPHONE NUMBER - night
OWNER/TENANT	DO YOU WANT A DIRECT DEBIT FORM? Yes <input type="checkbox"/> No <input type="checkbox"/>	DO YOU WANT YOUR INVOICE EMAILED TO YOU? Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>DECLARATION</p> <p>By signing this application form, you confirm that the above particulars are true. You understand that we may use the information that you have provided to us for the purpose of deciding whether or not to accept your application and for purposes relating to the ongoing relationship between you and Energyco Limited (including debt recovery). You authorize us to use this information for these purposes and also to disclose it to any referee who you nominate and also to any credit reference agency we may approach. If you do not supply us with this information, which we request, we may be unable to adequately assess your financial standing, and may decline this application. We may also disclose your information to a third party to the extent required to facilitate hot water supply to you including to the operator of any gas network. You also authorize any such referee or credit reference agency to provide us with information, which we may require in order to assess your financial standing.</p> <p>You have the right to request access to and correction of personal information, which we hold about you.</p> <p>You acknowledge that you have read our Terms of Agreement and Pricing List on the reverse of this Application Form and agree to be bound by the terms and conditions.</p> <p>Signature_____</p>		

Please return this Application Form to the building manager, rental agency, or post it to us at:
Energyco Limited, PO Box 12 178, Penrose, AUCKLAND 1642

If you have any queries, please phone Energyco Limited on 09 634 7844, Fax 09 634 7845 or email us at : info@energycoltd.co.nz Our website is www.energycoltd.co.nz

Terms of agreement for supply of services

INTRODUCTION

1. The Agreement

Your hot water supply agreement with us comprises:

- (a) the Terms of Agreement;
- (b) our Price Lists; And
- (c) any other current terms, conditions or arrangements previously agreed in writing between us.

1.2. This agreement starts on the date you begin to have hot water supplied by us, or when we provide any other services requested by you or required for the supply of hot water.

1.3. If you are uncertain of the terms of our agreement or whether they apply to services we are providing to you, please contact our National Service Desk on 09 634 7844

MEANING OF TERMS USED

2.1. In this agreement, unless the context requires another meaning:

"we", "us" and "our" means Energyco Ltd and includes its officers, employees, contractors, agents, successors and assignees.

"Customer Services" means:

- (a) the supply of hot water; and
- (b) contracting with the local network operator for the provision of line function services in respect of hot water supplied to your property; and/or
- (c) contracting for the provision of gas transmission services in respect of gas supplied to your property; and/or
- (d) the provision of other services and/or goods that are from time to time specified in our Price list.

"Meter(s)" means the meter(s) installed at your premises to measure the quantity of hot water we supply to you.

"Price Lists" means any of the price lists in respect of hot water and related services published by us from time to time. "You" means you, our customer.

"Your property" or "your premises" means the property (including any building(s)) to which we agree to supply you from time to time with hot water.

OUR RESPONSIBILITIES TO YOU

3.1. Our commitment to you

We are committed to providing you with high quality Customer Services. We will strive to achieve this and will be professional and courteous in our dealings with you.

3.2. Our Charges

We will Charge you for the supply of hot water and any other Customer Services in accordance with the applicable charges in our Prices List. A copy of the most recent Price List is attached. We may change our prices and Price Lists from time to time but we will advise you of any changes by notice in writing, or notice in your local newspaper, at least 30 days before any changes take effect.

3.3. Meter(s)

(a) We will arrange for the provision of meter(s) at your property to measure the hot water supply to you (unless another arrangement is made with you about the metering).

(b) If you think the meter is faulty, notify us and we will have it tested. If the testing reveals that it is not operating within accepted industry standards, we will replace or repair the meter, and meet the cost of testing.

(c) You will pay our meter testing fee if the test finds that the meter is measuring the supply of hot water within accepted industry standards.

(d) Where the meter is found to have been measuring inaccurately, we will adjust your account with us for any under or overpayment which has resulted from the inaccuracy. This amount will be reflected in the next invoice sent to you by us.

3.4. Reading meter(s)

We will read the meter(s) at your property monthly.

3.5. Invoicing you

(a) We will send you invoices monthly itemising the various charges for hot water and any other Customer Services provided to you.

(b) Our charges for hot water will be based on a meter reading.

3.6. Quality Of Supply

(a) The supply of hot water to you may not be continuous. For example, the local gas network operator may suspend supply for safety reasons or to protect property, to comply with legislative requirements, to maintain or work on its equipment, or because of the requirements of other network operators or suppliers.

(b) Where possible, we will give you as much advance warning as practicable of any planned interruption to our supply of hot water to you. The quality of hot water supplied to you may vary from time to time for reasons beyond our control. If you have sensitive equipment relying on continuous hot water supply within temperature constraints, you must make arrangements to protect your equipment or meet your special needs.

(c) We are not required to supply hot water or any other customer services or carry out any other obligations under this agreement where it is not reasonably practical to do so because of events beyond our control. We will resume the supply of your hot water and perform any other obligations as soon as reasonably practicable after the event causing the interruption ends.

3.7. Compensation by us for loss or damage

(a) We will have no liability to you or any other person, except for direct loss of or physical damage to your property or goods caused by us or by our supply of hot water to your property where that loss or damage was reasonably foreseeable and directly caused by a breach of this agreement, and to the extent that it was reasonably foreseeable, did not arise from a cause beyond our control. We will compensate you only if any such loss or damage is notified to us in writing within 28 days of the loss or damage occurring.

(b) The maximum amount that we will pay in relation to an event, or series of related events, to compensate you for loss or damage to your property or goods, is \$2,000.

(c) If you suffer any loss or damage arising from any failure to supply hot water, or variation or reduction in the quality of hot water, which occurs as a result of any breach or default by any person with whom we have contracted purchase gas transmission or distribution services and we are able to recover any amount from that person in respect of their failure which relates directly to your loss, we will make this amount available to you and any other customers directly affected.

(d) The liability of the local network operator and any other person who may own your meter is also limited to the same degree and amount as agreed in any arrangement relating to the conveyance of hot water to your premises. This limitation of liability is included for the benefit of, and is enforceable by, the local network operator and any such other person under the Contracts (Privacy) Act 1982.

(e) Notwithstanding any of this, unless you acquire goods or services from us for the purposes of a business, nothing in this agreement shall have the effect of excluding any rights or remedies you may have under the Consumer Guarantees Act.

3.8 Your personal information will be protected

(a) We will hold securely all personal information that you give us. We will release your personal information, and collect such information from someone other than you, only if authorised by you, if we are legally required to, or to enable us to:

a. Carry out our responsibilities, or exercise our rights, under this agreement; or b. Collect debts.

(b) You have the right of access to and the right to request correction of your personal information held by us.

3.9. Confirmation that personal information is correct.

All the personal information (including your name, address, postal address and telephone number(s) that you give us must be correct. You must notify us immediately if any of your personal information changes.

YOUR RESPONSIBILITIES TO US

4.1 Payment of Invoices

(a) You will pay all charges or fees listed in our invoices to you in full by the due date shown on the invoice. All charges in the invoice will be determined in accordance with our Prices List.

You must also pay GST, or any other taxes levied on our supply of Customer Services to you.

(b) If you believe that a mistake has been made in any invoice we send to you, you should notify us before the due date. We will try to resolve any query as quickly as possible. Any amount that you do not dispute must still be paid by the due date. However, if there was an error in your favour, we will credit your account with any amount found due to you as soon as the matter is resolved.

4.2 Payment of connection and transfer fees.

You agree to pay all applicable fees (if any) for the connection or reconnection to, or disconnection from, the local hot water network, when turning your hot water supply on and off. The amount of these fees will be set out in our Prices Lists.

4.3 Payment of costs

You will pay us for all costs incurred in recovering any money you owe under this agreement. This obligation will survive the ending of this agreement.

4.4 Access

You must provide us with safe and unobstructed access to your property to:

(a) read your meter;

(b) turn your hot water on and off;

(c) conduct any equipment inspection, testing and if you are moving, you must give us at least 2 business days notice to complete a final meter reading. You must also provide us with your new address or a forwarding address before you move. Your liability under this agreement continues until

there has been a final reading and you have paid any outstanding amounts owing to us.

4.5 Ceasing or suspending supply or ending for default

(a) If you do not comply with your obligations under this agreement, we will send you written notice explaining the breach, and what needs to be done to rectify it. If you do not comply with this notice within 7 days we may cease or suspend our supply of hot water to you and/or terminate our agreement with you by sending another notice to you. At least 24 hours before we cease or suspend our supply of hot water to you we will attempt to give you a final warning. If we cease or suspend our supply of hot water to you, or terminate our agreement with you, that shall not release you from any outstanding obligations you have to us at that date.

(b) We will not cease or suspend our supply of hot water to you for non-payment of an invoice if the amount you have not paid is the subject of a genuine dispute.

4.6 Resuming customer services

If we have suspended our supply of hot water or other customer services to you, we shall, as a condition of resuming the supply of those services, require you to pay to us:

All outstanding amounts (except for those genuinely in dispute); and/or

Our reconnection fee; and/or

A bond, or a larger bond, as security for future payments;

And to agree to such additional terms and conditions reasonable in the circumstances.

We will resume our supply of hot water to you within 1 business day of the above conditions being satisfied.

OTHER MATTERS RELATED TO THIS AGREEMENT

5.1 Resolving disputes

We agree to work with you in good faith to resolve promptly and fairly any dispute arising under this agreement. However, we reserve the right to seek legal redress in the courts should any dispute not be satisfactorily resolved by way of this agreement.

5.2 Changes to this agreement

(a) We may from time to time change the terms of this agreement (including the prices and other provisions of our price lists).

(b) All changes to the terms of this agreement will be advised to you by notice in writing.

5.3 Transfer of rights and responsibilities

(a) We may transfer to a third party our rights and obligations under this agreement.

(b) We may, in particular:

a. Transfer any debt you owe us to a third party; and/or

b. Authorise a contractor to carry out any of our rights and responsibilities under this agreement.

(c) You may not transfer your rights or responsibilities under this agreement.

5.4 Meters

For the purposes of the Contracts (Privacy) Act 1982, your responsibilities relating to your meter are for the benefit of, and enforceable by, any person who owns your meter.

5.5 Our notices to you

Any notice or invoice we send you will be in writing and will be deemed to have been received by you 30 days after being posted to your last postal address known to us.

5.6 Your notices to us

Any notice from you to us must be to our telephone number set out below (we may require confirmation of your identity) or in writing posted to:

Energyco Limited
PO Box 12 178
Penrose,
AUCKLAND 1642.
Telephone 09 634 7844
Fax 09 634 7845

PRICING LIST

As at January 2010

Application and administration fee: \$30.00

Late payment and Reconnection fees.....\$150.00

Meter test fee\$175.00

(payable only if meter is correct)