Customer Agreement

Your electricity supply and home battery agreement with tīrama.

Part A records your details. Part B, the Battery Terms in sections 1 to 20, covers the battery installed at your home. Our Customer Terms and Conditions cover your electricity supply and form part of this agreement.

Part A · Your details

Completed at sign-up. We send you updated details once your battery is installed and commissioned.

You and your account

Customer name(s)	
Account number	
Email	
Mobile	
Postal address (if different)	

The property

Property address	
ICP number	
Lines company	
You are	Owner-occupier / Tenant
Landlord consent received (tenants)	
Body corporate (if a unit title)	
Medically dependent consumer at the property	Yes / No

Large loads at the property

Hot water	Electric / Heat pump / Gas / Other
EV charger	Yes / No
Other large loads	

Your pricing

Pricing plan	
Rate per unit (kWh), incl. GST	
Daily fixed charge, incl. GST	
Low fixed charge option	Yes / No
Payment method	

Solar

Solar panels at the property	Yes / No

Panel owner	You / Your Landlord

Your battery

Battery model	
Serial number	
Install location	
Installing electrician and licence no.	
Certificate of compliance number	
Commissioning Date	
Initial Term ends	

Fees and your share

Early-exit fee	$25 for each month or part month of the Initial Term still to run (section 16)
Relocation fee	$500, except one move free of charge more than 12 months after the Commissioning Date
Your share of what the battery earns	20% in years 1 to 3, 30% in year 4, 40% from year 5

1. About this agreement

1.1 This agreement is between Tīrama Energy Limited, company number 9424181 (“tīrama”, “we” or “us”), and the customer named in Part A (“you”).

1.2 This agreement is made up of:

(a) Part A, your details;

(b) Part B, these Battery Terms;

(c) our Customer Terms and Conditions (the “Customer Terms”);

(d) our Consumer Care Policy; and

(e) our Direct Debit Authority terms, if you pay by direct debit; and

(f) the solar buyback agreement, if you own solar panels at the Property and sell their power to us.

1.3 Our Consumer Disclosure explains our service in plain language, and our privacy policy explains how we handle your information.

1.4 The Customer Terms cover your electricity supply, pricing, billing, disconnection, complaints and changes to terms. These Battery Terms cover the battery. If the two deal with the same thing about the battery, these Battery Terms apply. Where the Consumer Care Policy would leave you better off, it applies.

1.5 You accept this agreement online at sign-up, and it applies from the day you accept it. We send you a copy when you sign up, and updated details once your battery is commissioned. You can ask for a copy at any time, including a printed copy, at no charge.

1.6 You have 10 business days from the day we accept your application to cancel, at no charge and for any reason, as set out in section 10 of the Customer Terms. We don't install anything during that time unless you ask us to go ahead.

2. Words we use

2.1 **Battery System** means the battery, inverter, isolation switch, dedicated breaker, communications device, cabling and mounting hardware that we install at the Property, and any replacement for them.

2.2 **Commissioning Date** means the day the Battery System is commissioned and working at the Property.

2.3 **Initial Term** means the 36 months from the Commissioning Date.

2.4 **Property** means the home at the address in Part A.

2.5 **Household** means you, the people who live at the Property, and anyone you allow to be there, but not tīrama, our contractors, or anyone attending at our request or with a right of access under section 11 of the Customer Terms.

2.6 **Market value** means the price an equivalent battery system of the same age and condition would sell for in New Zealand at the time.

2.7 **Verified move** means you move to a new home and continue with tīrama there.

2.8 **Installer** means the licensed electrician on our installer panel who installs the Battery System.

2.9 **Landlord** means the owner of the Property, if you rent it.

2.10 **Business day** means a day other than a Saturday, Sunday or public holiday.

3. What you confirm

3.1 You are 18 or older, you are the account holder for the Property, and the details you have given us are correct.

3.2 You own the Property, or you rent it. If you rent, we don't install until we have your Landlord's signed consent form.

3.3 If you own the Property, no body corporate rule, covenant or mortgage term prevents the installation, or any consent needed under one has been obtained.

3.4 You'll tell us if anyone at the Property depends on electricity for medical reasons, so the Consumer Care Policy can apply.

3.5 You'll tell us promptly if your contact details change, or if you plan to sell, move or end your tenancy.

4. Before installation

4.1 We assess the site before installation to confirm your switchboard and wiring are suitable, to confirm that your large loads (section 8.5) are on their own circuits, and to agree where the battery goes. The location must meet the installation standards and is agreed with you.

4.2 The installation adds a dedicated breaker at your switchboard and, if your hot water cylinder is not already on a controlled circuit, the electrician moves it onto one, at no cost to you. No switchboard upgrade is needed. If your meter needs replacing, our metering provider replaces it at no cost to you.

4.3 If we find significant electrical issues at the Property that aren't related to the battery, we'll tell you, and you can choose to have them addressed separately before we go ahead.

4.4 If the battery can't be installed safely at the Property, or your Landlord doesn't give consent, we'll tell you, and either of us can end this agreement with no fee.

5. Installation

5.1 The Battery System is installed by a licensed electrician on our installer panel, in accordance with the Electricity (Safety) Regulations 2010, AS/NZS 3000, AS/NZS 4777.1 and AS/NZS 5139, with an inverter certified to AS/NZS 4777.2.

5.2 The Installer is responsible for the workmanship of the installation and certifies it as those Regulations require. We give you a copy of the certificate of compliance and the electrical safety certificate.

5.3 Installation is usually completed in one visit, with the power to your home off for part of it. We arrange the time with you and give you at least 10 days' notice, unless you agree to a sooner time.

5.4 If you have solar panels, they are connected through the inverter supplied with your battery, and the existing inverter is bypassed. Using our inverter is a condition of this agreement, because it measures the solar power we buy and credit. The old inverter stays on the wall, disconnected, unless the panel owner asks for it to be removed while our electrician is there.

5.5 Once the battery is commissioned, we record the Commissioning Date and send you your updated details. The Initial Term starts on the Commissioning Date.

6. Who owns the battery

6.1 The Battery System belongs to tīrama, or to anyone we transfer it to, at all times. Ownership never passes to you, and this agreement gives you no right or option to buy it.

6.2 The Battery System is installed so that it can be removed. As between you and us, it is not a fixture and does not form part of the Property, even though it is fixed to a wall or floor and wired into your switchboard.

6.3 You must not sell, give away, lend, hire out, mortgage or otherwise deal with the Battery System, claim to own it, or let anyone else claim an interest in it.

6.4 If anyone claims the Battery System or tries to take it, including a buyer, a lender, a receiver, a liquidator or the Official Assignee, tell them it belongs to tīrama and tell us straight away.

6.5 Don't remove, cover or alter any label or identification mark on the Battery System.

6.6 You agree that we may register our interest in the Battery System on the Personal Property Securities Register under the Personal Property Securities Act 1999. You'll give us the information we need to do that. You waive your right to receive a verification statement.

6.7 We may transfer ownership of the Battery System, or give security over it, to a related company or to a person who finances it. That doesn't change your rights under this agreement.

7. Insurance

7.1 We insure the Battery System for normal household risks. You don't need to insure it. Damage your Household causes deliberately or negligently is covered by section 12; your own home or contents policy may cover your liability for it.

7.2 If you own the Property, tell your house insurer that the Battery System is installed. If you rent, your Landlord's consent form asks them to tell their insurer.

7.3 Insurance for your own appliances and belongings stays with you, as set out in section 15 of the Customer Terms.

8. How we run the battery

8.1 We control when the battery charges and discharges, remotely. It charges from the network when power is cheapest and supplies your home when power is most expensive. In each peak it covers your home first, and anything spare is sold back to the grid. It can also take part in services that support the national grid and your local network.

8.2 The battery's settings are ours to manage. The tīrama app shows you what your battery and home are doing; it doesn't let you change how the battery runs.

8.3 We may update the battery's software and settings remotely. We may switch it off or limit it to deal with a fault, a safety issue, a recall, maintenance, an instruction from your lines company or the system operator, or a disconnection of your supply under the Customer Terms. Unless your supply is disconnected, your home is supplied from the network as normal while the battery is off, at your usual rates.

8.4 When the network supply drops, the battery separates from the network and keeps supplying your home's main circuits. Large loads under section 8.5 are not supplied by the battery. How long backup lasts depends on the charge left in the battery and what you run. Backup isn't available when the battery is off, faulty or empty, and it is not a guaranteed continuous supply.

8.5 **Large loads.** Your hot water cylinder, any EV charger, and any other appliance that draws a large amount of power over long periods, such as a spa or pool heater, are large loads. They are connected on their own circuits, not to the battery, and are set up to run when power is cheapest, overnight and in the middle of the day, not in the expensive hours. Your lines company may switch them remotely. Don't move a large load onto the battery's circuits or change it to run in the expensive hours. If a large load is connected so that it draws on the battery or runs in the expensive hours, we'll ask you to have it changed, and we may limit the battery until it is.

8.6 If anyone at the Property depends on electricity for medical reasons, keep a backup plan agreed with your health provider that doesn't depend on any household power supply, as set out in the Consumer Care Policy.

8.7 Your share of the income the battery earns is set out in Part A and section 7 of the Customer Terms. It varies from month to month with what the battery actually earns.

9. Looking after the battery

While the Battery System is at the Property, you agree to:

9.1 keep it, and the meter, accessible, and keep the space around it clear as the Installer shows you. Don't store things on or against it, cover it, block its vents, paint it or fix anything to it;

9.2 not open, tamper with, move, modify or disconnect it, connect other equipment to it, or switch it off at the isolation switch except in an emergency;

9.3 not let anyone other than us or our contractors work on it;

9.4 keep its communications device plugged in and powered;

9.5 tell us promptly if it is damaged, shows an alarm or fault, or you notice unusual heat, noise, smell or water around it;

9.6 give us at least 5 business days' notice before any electrical work at your switchboard or wiring, or any building work near the battery, so we can shut it down safely. For urgent repairs, tell us as soon as you can;

9.7 tell us before you add or change anything that affects how your home uses or makes power, including solar panels, an EV charger, a new or larger hot water cylinder, a change in how you heat water such as from gas to electric, a spa or pool heater, or any other large load. We'll tell you how it needs to be connected so that it runs off the battery's circuits and when power is cheapest; and

9.8 meet the safety and technical requirements of your lines company and the electrical safety regulations that apply to the Property.

10. Safety and emergencies

10.1 If the battery is smoking, sparking or on fire, or you smell burning: get everyone out, call 111, then tell us. Don't touch the battery or try to deal with it yourself.

10.2 In an emergency, you or the emergency services may switch the battery off at its isolation switch.

10.3 If there is a safety notice or recall affecting the battery, we may need access at short notice, as allowed for emergencies and safety risks in section 11 of the Customer Terms.

11. Maintenance, repair and replacement

11.1 We maintain, repair and, when needed, replace the Battery System, including at the end of its life, at no cost to you, except for damage you are responsible for under section 12.

11.2 We monitor the battery remotely. When we need to visit, access is arranged under section 11 of the Customer Terms, with at least 10 days' notice except in an emergency or where there is a safety risk.

11.3 We may replace the Battery System with an equivalent or better one at any time. Your term and your prices stay the same.

11.4 If the battery has a fault, your home is supplied from the network as normal, at your usual rates, until it is fixed.

12. Damage to the battery

12.1 You pay our reasonable cost of repairing the Battery System, or its market value if it can't be repaired, where it is damaged deliberately or through the negligence of anyone in your Household, or by work on it or tampering with it by anyone in your Household or anyone they allow to work on it.

12.2 You don't pay for normal wear and tear, faults, or damage from events outside your Household's control, such as a fire your Household didn't cause, flood, earthquake, storm or a surge from the network. You don't pay for theft unless someone in your Household was involved.

12.3 Before we charge you, we'll tell you what we understand happened, show you how the cost was worked out, and give you the chance to respond. The charge appears on your bill. If you're having trouble paying, the payment arrangements in the Consumer Care Policy apply, and you can raise any disagreement through our complaints process or with Utilities Disputes.

13. Our responsibilities

13.1 We are responsible for physical loss of or damage to your property caused by the Battery System while it is at the Property, by its operation, or by its removal, except to the extent it is caused by your Household's negligence or by a breach of this agreement.

13.2 Subject to section 13.3, we are not liable for:

(a) indirect or consequential loss, including loss of income, profit or opportunity, except where the Consumer Guarantees Act 1993 makes us liable for it;

(b) interruptions to your supply from the network, which we don't control; or

(c) events outside our reasonable control, including backup not being available because of them.

13.3 Nothing in this agreement limits rights you have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, or any liability that can't be excluded by law.

14. Changes at your property

14.1 **Moving house.** Tell us before you move. Moving is covered by section 9 of the Customer Terms: we collect the battery and install a fresh battery at your new home on a new 36-month term. One move is free of charge if it is more than 12 months after the Commissioning Date. Any other move has a $500 relocation fee. No early-exit fee applies to a verified move. If you're not moving to a home we can supply, section 10 of the Customer Terms applies.

14.2 **Selling your home.** Tell us before settlement. Leave the Battery System out of the chattels in the sale, and tell your agent and the buyer that it belongs to tīrama. We collect it before settlement. If

you're moving to a home we can supply, section 14.1 applies; if not, section 10 of the Customer Terms applies. The buyer can join tīrama on their own agreement.

14.3 **Renting.** Tell us when your tenancy is ending. If your Landlord needs the battery removed for renovation, other works or a sale, we remove it with no early-exit fee. If you then move to a home we can supply, section 14.1 applies.

14.4 **If the account holder dies.** The person managing the estate can end this agreement by telling us, and we collect the battery.

14.5 **Mortgagee sale or insolvency.** As between you and us, the Battery System is not part of your property. If the Property is sold by a lender, or you are made bankrupt, tell us straight away so we can collect it.

15. When the agreement ends

15.1 This agreement ends as set out in section 10 of the Customer Terms, on a verified move under section 14.1, in the circumstances in sections 14.2 to 14.5, or under section 4.4. If you end it during the Initial Term, the early-exit fee in section 16 applies, except where section 16 says it doesn't.

15.2 When it ends, we collect the Battery System and any other tīrama hardware by appointment, with at least 10 days' notice. Collection is at no cost to you, apart from any fee in section 16. We make good any wall fixings and return the area to how it was before installation, fair wear and tear excepted. Our inverter goes with the battery. Reconnecting the original solar inverter, or fitting a new one, is the panel owner's responsibility and cost.

15.3 Until we collect it, leave the Battery System in place and connected, and give us access to collect it. Don't remove it yourself.

15.4 If we can't collect the Battery System because access is refused, or because it is missing for a reason other than one in section 12.2, we'll write to you at least twice and give you at least 20 business days to arrange collection. If it still isn't available, we may charge the market value of the Battery System, and we'll show you how that value was worked out. Paying it doesn't transfer ownership to you. If we later recover the Battery System, we refund the charge, less our reasonable costs of recovering and repairing it.

15.5 Your final bill is issued once your account closes and the battery has been collected, as set out in section 5 of the Customer Terms.

15.6 Sections 6, 9, 12, 13, 15, 16, 17, 18 and 20 continue until the Battery System has been collected and everything owed under this agreement has been paid.

16. Fees for the battery

16.1 There is no charge to install, maintain, repair or replace the Battery System, or to collect it at the end of this agreement, other than the relocation fee in section 16.3 when you move.

16.2 Early-exit fee: if you end this agreement during the Initial Term, $25 for each month or part month of the Initial Term still to run, counted from the Commissioning Date. That is $900 in the first month, falling by $25 a month to nil at 36 months. There is no early-exit fee after 36 months, after we have increased your rate per unit or daily charge, on a verified move, where your Landlord needs the battery removed (section 14.3), or in any other case where the Customer Terms say no early-exit fee applies.

16.3 Relocation fee: $500 to collect the battery when you move, except one move free of charge more than 12 months after the Commissioning Date.

16.4 Damage under section 12: our reasonable cost of repair, or the Battery System's market value if it can't be repaired. Non-return under section 15.4: the Battery System's market value.

17. Your information and the battery's data

17.1 The battery reports to us every minute, including your home's power use, any solar generation, and the battery's charge and health. We use this to run and maintain the battery, calculate your share of what it earns, show you your usage in the tīrama app, support your local network, and meet our obligations under the Electricity Industry Participation Code 2010. Your bill is based on your certified smart meter.

17.2 We share information with those who help us provide the service, such as our installers, metering provider, IT platform provider and your lines company, for that purpose. We also share it where the law or industry rules require, including with the Electricity Authority, auditors, the system operator and Utilities Disputes, and with a person under section 6.7. Registration under section 6.6 appears on a public register. We don't sell your data.

17.3 The battery's data shows when power is used at your home. We use it only for the purposes in this section.

17.4 We handle your information under our privacy policy and the Privacy Act 2020. You can ask to see or correct the information we hold about you at any time, and ask for your consumption data at no charge.

18. Access to your property

18.1 Access to the Property, including for the battery and the meter, is covered by section 11 of the Customer Terms. We give at least 10 days' notice, except in an emergency or where there is a safety risk. Anyone attending carries identification and shows it on request.

18.2 If you rent, we arrange access with you, not your Landlord, while your tenancy continues.

19. Changes to these Battery Terms

19.1 We may change these Battery Terms in the same way, and with the same notice, as the Customer Terms under section 18 of those terms.

20. General

20.1 We may transfer this agreement to another party who will honour it, as set out in section 19 of the Customer Terms. You can't transfer this agreement to anyone else without our written consent.

20.2 Notices to you go to the contact details on your account. Notices to us go to the addresses on our Contact page.

20.3 If something's wrong, tell us first. Our complaints process and your right to go to Utilities Disputes, free of charge, are set out in section 16 of the Customer Terms.

20.4 If we don't enforce a right straight away, we can still enforce it later.

20.5 If any part of this agreement is unenforceable, the rest stands.

20.6 This agreement is governed by New Zealand law.

Part C · Acceptance

By accepting at sign-up, you confirm that you have read this agreement, including the Customer Terms and the Consumer Care Policy, that the details in Part A are correct, and that you agree to be bound by it.

Accepted by	
Date and time accepted	
Acceptance reference	

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