Customer Terms and Conditions

Your agreement with tīrama for electricity supply and your home battery.

These are the terms of supply you agree to when you join tīrama Energy. They sit alongside our Consumer Disclosure and Consumer Care Policy. Where the disclosure explains things in plain language, these terms are the binding version.

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1 · Who this agreement is between

This agreement is between **Tīrama Energy Limited** (New Zealand Companies Office number 9424181), "tīrama", "we" or "us", and you, the account holder for the property where we supply electricity and install a battery. It applies from the day you accept it at sign-up, and continues until it ends under section 10.

Our Customer Agreement, which covers the battery installed at your property, our Consumer Care Policy and, if you pay by direct debit, our Direct Debit Authority terms form part of this agreement. If the Customer Agreement and these terms deal with the same thing about the battery, the Customer Agreement applies. The Consumer Care Policy applies where it would leave you better off, and the law, including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, applies over all of them.

The connection this agreement covers is the installation control point, or ICP, for your property. Your ICP number is shown on your bill and in your account. You are responsible for charges from the day we begin supplying your property, and for electricity only from the date your ownership or tenancy begins, unless we agree otherwise.

If more than one person is named on the account, each of you is responsible for the whole of the charges on it.

We may ask for information to confirm your identity and that you're eligible, for example that your property is in an area we supply. We may decline an application if you owe us money from a previous account or you aren't eligible. If electricity is used at a property we supply without an account in place, we may charge our standard rates for it.

2 · Supplying your electricity and battery

We supply electricity to your property and install a tīrama battery there at no upfront cost. The battery remains our property throughout (see the disclosure, "The battery"). We dispatch the battery to support your local network; this does not interrupt your household supply.

The Customer Agreement sets out how the battery is installed, run, looked after and collected.

3 · The term

The initial term is **36 months** from the day your battery is commissioned. After that it continues on a month-to-month basis on the same terms unless you or we end it. We'll always tell you before the initial term ends.

4 · Your prices and charges

You pay a per-kWh rate for the electricity you use and a daily fixed charge that covers your lines-company network fee, both shown when you check your address and confirmed at sign-up. When you sign, your rate is lower than the cheapest equivalent standard plan published for your network area (see the disclosure, "Pricing"). Your rate can change during your term, as set out in section 18. All published rates include GST, and the Electricity Authority and EECA levies are absorbed in the rate. We do not run conditional or prompt-payment discounts.

These are the kinds of charge that can appear on your bill:

- electricity usage charges;
- the daily fixed charge;
- network charges, where they are shown separately;
- metering charges;
- government levies and taxes, including the Electricity Authority and EECA levies, which sit inside our rate rather than as separate lines;
- service fees, being the early-exit fee in section 10, the $500 relocation fee in section 9, the credit card fee, and the other fees listed under special fees.

Your pricing plan and the charges that apply to you are given to you separately at sign-up, and our current pricing and fees are published on this site. If a fee could apply to you, we'll tell you beforehand, tell you the amount or give you an estimate where it isn't yet known, and tell you how to avoid it. We don't charge late payment fees, debt collection fees or default interest on an overdue balance.

Where your property qualifies, a low fixed charge daily rate is available under the Electricity (Low Fixed Charge Tariff Option for Domestic Consumers) Regulations 2004. We'll tell you whether you qualify and what each option would cost your household. Those Regulations are revoked on 1 April 2027, after which the low fixed charge option ends and standard daily charges apply to all households. We'll write to you before that takes effect and tell you what your daily charge will be.

You can compare our rates against other retailers' free of charge using Billy, the Electricity Authority's power comparison website, at billy.govt.nz.

5 · Billing and payment

We bill monthly. Each bill shows your usage, your daily charges, any credits, any fees, and the date payment is due. Payment is due by the date on your bill. You can pay by direct debit, bank transfer or credit card. Direct debit and bank transfer cost the same; card payments carry a fee of 1% of the amount paid. If you pay by direct debit, our Direct Debit Authority terms apply.

Your bill is based on actual measured consumption from the certified smart meter at your property, read remotely by our metering provider. Where a reading is missing, or we can't obtain meter data, we may estimate your usage. Any estimate is identified as an estimate on your bill and adjusted once an actual reading comes through. You can give us your own reading and we'll correct the bill.

If we've overcharged you, we refund or credit the difference promptly. If we've undercharged you, we'll only seek the difference to the extent it's reasonable to do so. We don't charge interest on a bill that was incorrect or sent

late.

If we send you a bill more than two months after the end of the period it covers, you have at least as long as that period to pay it. If we send it more than three months late, we'll negotiate a reasonable discount with you on the late amount.

If you think a bill is wrong, tell us, if you can before the due date, and pay the part that isn't in dispute. We won't disconnect you over the disputed part while it's being resolved by us or by Utilities Disputes.

If we credit your account by mistake, we'll correct it and tell you. We may use any credit on your account to pay an amount you owe us.

When your account closes, we send your final bill within five business days of it closing and of any battery collection being completed, and refund any credit to your nominated bank account.

6 · If you fall behind, and disconnection

Contact us early if you're having trouble paying. The support and protections in our Consumer Care Policy apply, including payment arrangements and referral, with your consent, to free budgeting support.

Disconnection for non-payment is a last resort and we follow the Electricity Authority's rules before it. We will never disconnect a registered medically dependent consumer for non-payment, and we won't disconnect over an amount that's in dispute with us or with Utilities Disputes. Before any disconnection for non-payment:

- we'll make at least **five separate attempts** to contact you, using more than one method;
- we'll issue an **initial notice of disconnection no earlier than 28 days** after the invoice was issued;
- we'll issue a **final disconnection notice no earlier than 44 days** after the invoice was issued;
- that final notice will be given **no less than 24 hours, and no more than 10 days,** before the electrical disconnection; and
- we'll offer at least one realistic payment arrangement.

We only disconnect on a business day, never on a Friday and never on the day before a public holiday. If your supply is disconnected, we'll reconnect it as soon as reasonably practicable once the reconnection requirements are met, and we'll tell you what those are and what any charge would be first.

Apart from non-payment, we may disconnect your supply, with notice where it's safe to give it: where there is an emergency or a safety risk; where the meter or battery has been tampered with; where you seriously or persistently breach this agreement, including by refusing access we're entitled to under section 11; where you or someone at the property threatens or abuses our staff or contractors; or where your lines company or the law requires it. We follow the Consumer Care Policy before any disconnection, and we never disconnect a registered medically dependent consumer except for an immediate safety risk or where the law requires it.

7 · Your share of the network income

Your battery earns income by shifting demand away from peak times on your local network and by exporting spare power to it. You keep a share of that income, 20% in years 1–3, 30% in year 4, and 40% from year 5, shown as a credit on your bill. It varies with actual network conditions and the rates networks pay, and it is additional to what you save on your rate; we do not reduce your rate to fund it.

8 · Solar (if you have panels)

If your property has solar panels, you or your landlord own them, not us. Under a separate solar buyback agreement, the panel owner sells their generation to us at our published buyback rate. We do not sell, finance, own or install the panels. Selling us your solar does not affect the rate you pay for the electricity you draw.

Your panels are connected through the tīrama inverter supplied with your battery, and the existing inverter at the property 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 with the property: it is left in place on the wall, disconnected, unless the panel owner asks for it to be removed. If you want it taken off the wall, be at the property while our electrician is there; otherwise it stays where it is, unconnected.

When this agreement ends and the battery is removed, our inverter goes with it. Reconnecting the original inverter, or fitting a new one, is the panel owner's responsibility and cost.

Don't add generation, such as more panels or another battery, or change your solar system without our consent and your lines company's.

9 · Moving house

Tell us at least 3 business days before you move. In most cases you can take tīrama to your new address: we collect the battery and install a fresh battery at your new home on a new 36-month term. One move during your term is free of charge if it is more than 12 months after your battery was commissioned. Any other move has a $500 fee to cover collecting the battery. No break fee applies to a verified move, which is a move where you continue with tīrama at your new home. If you're leaving tīrama, section 10 applies. If your landlord needs the battery removed for work on the property, such as a renovation, an electrical upgrade or a sale, it is treated as a house move, with no break fee.

10 · Ending this agreement

Cooling-off. You have 10 business days from the day we accept your application to cancel, at no charge and for any reason. Nothing is owed and nothing happens at your property in that window unless you ask us to go ahead.

After that, you can end this agreement at any time by giving us at least 3 business days' notice, and nothing in it prevents you switching to another retailer. If you end it during the initial 36-month term, an early-exit fee applies to recover our costs: **$25** for each month or part month of the 36-month term still to run, counted from the day your battery was commissioned. That is **$900** in the first month, falling by $25 a month to nil at 36 months. There's no fee after 36 months, and no fee at any time if we have increased your per-kWh rate or daily charge, because the fee protects our cost of the battery, not the price. When the agreement ends, we arrange to retrieve the battery. You're responsible for the electricity used at the property until the agreement ends or a new account holder takes over. We may end the agreement if you seriously or persistently breach it, following the notice and consumer-care steps required by law. If we stop supplying your area, or can no longer lawfully supply your property, we may end the agreement with at least 30 days' notice and no early-exit fee applies.

11 · Access to your property

You agree to provide reasonable, unobstructed access to your premises for us, our agents and our metering provider, and, where they require it in connection with your supply or with our obligations under the Electricity Industry Participation Code 2010, for the Electricity Authority, an approved test house, an auditor appointed under the Code, and your lines company. For metering equipment, this may be for:

- meter reading;
- inspection;
- maintenance;
- repair; and
- replacement.

We or our agents may also require access for other reasons, such as checking lines or other equipment installed for the purposes of your electricity supply, and to make sure trees, vegetation or other obstacles are clear of any line or equipment. Access is also needed to install, inspect, maintain, operate and, at the end of the agreement, remove your battery.

Where we or our agents require access, we'll give you a minimum of **10 days' notice** beforehand, or notice within another reasonable time period. We don't need to give notice for routine external meter reading or inspection, or in an emergency or where there's a safety risk. Anyone attending carries identification and presents it on request, identifies themselves before entering, and takes reasonable steps to avoid damage and inconvenience.

If you don't provide us with unobstructed access, we may be unable to read your meter, in which case we may estimate your usage as described in section 5, and we may disconnect your electricity supply.

Safe access includes securing animals and telling us about any hazards at the property. If trees on your property are near power lines, the Electricity (Hazards from Trees) Regulations 2003 may make you responsible for keeping them clear.

12 · The equipment and your responsibilities

You confirm you're entitled to have the battery installed at the property (if you rent, with your landlord's consent). Keep the battery and meter accessible and don't tamper with, move, or work on them. Tell us promptly if the equipment is damaged, faulting, or if you're moving out. You also need to meet the safety and technical requirements of your lines company and the electrical safety regulations that apply to your property; your lines company publishes those and we can point you to them. Standard household use of the battery is covered; we insure the hardware for normal household risks. Your battery is installed by a licensed electrician on our installer panel, who certifies the installation and is responsible for its workmanship.

The meter belongs to our metering provider, who may install or replace it with a smart meter. Don't tamper with or damage it. You're responsible for damage to the meter caused deliberately or carelessly by anyone in your household. The wiring, fittings and appliances on your side of the point of supply are yours to look after.

Switching off at the mains stops your meter being read remotely and stops the battery supplying your home. Only do it for essential work or in an emergency, and tell us if it will be off for more than a week.

Your lines company may switch controlled loads, such as your hot water cylinder, on and off remotely. Don't interfere with load control equipment.

Tell us before you add solar panels, an EV charger, electric hot water, a spa or pool heater or any other large load. The Customer Agreement sets out how large loads are connected.

13 · Metering and your data

Your property has a certified smart meter provided by our metering provider. Usage information is collected remotely, so nobody needs to visit to read it. We collect the metering and battery data we need to bill you, run the battery, support your local network and meet our obligations under the Electricity Industry Participation Code 2010: half-hourly reads from your meter, which your bill is built on and which are used for industry reconciliation, and readings from the battery every minute, including your home's power use and the battery's charge and health, which we use to run the battery and show you your usage in the tīrama app. We don't sell your data. We handle it under our privacy policy and the Privacy Act 2020. You can ask us at any time, at no charge, for the consumption data we hold for your property, and if you think a meter reading is wrong, tell us and we'll have it checked and correct your bill if it was. If you ask for your meter to be tested and it's found to be accurate, the meter-test fee in our published fees applies. If it's faulty, there's no charge, and we correct your bills from the best information available.

14 · Your consumer rights

Nothing in this agreement limits rights you have that can't be excluded by law. Our services come with guarantees under the **Consumer Guarantees Act 1993**, and we must not mislead you under the **Fair Trading Act 1986**. Where those Acts apply, they override anything in this agreement that would reduce your rights.

If you use our services for business purposes, the Consumer Guarantees Act 1993 doesn't apply, to the extent the law allows.

15 · Interruptions, surges and liability

Your electricity travels over the lines company's network, which we don't control. Supply can be interrupted by network faults, weather, planned works, or emergencies. For a planned interruption we'll give you at least 4 working days' notice and tell you how long it's expected to last, unless the work is urgent or couldn't reasonably have been foreseen. After an unplanned interruption, supply is restored as soon as reasonably practicable.

Protecting your equipment. You must make sure you have adequate surge protection and insurance for your appliances and equipment, because the network can experience voltage surges, particularly when supply is restored. If continuity of power matters to you for any reason, you need to arrange an alternative supply. The

battery provides backup only as described in the disclosure, and it is not a guaranteed continuous supply. If anyone at your property depends on electricity for medical reasons, please read our Consumer Care Policy and keep a backup plan agreed with your health provider that doesn't depend on any household power supply.

Our liability. We're liable for direct and reasonably foreseeable loss or damage caused by our breach of this agreement or our negligence. We're not liable for indirect or consequential loss, loss of profit, or interruptions and events outside our reasonable control, including voltage surges from the network. Except where we have acted negligently, wilfully or dishonestly, our liability for any one event or series of related events is limited to $10,000, and to $50,000 for all events in any 12-month period. These limits apply to your electricity supply; our responsibilities for the battery are set out in the Customer Agreement.

Your liability. Your liability to us for any one event or series of related events is limited in the same way, except for unpaid charges, damage caused deliberately or negligently by anyone in your household, and amounts payable under the Customer Agreement.

To the extent the law allows, your lines company and metering provider aren't liable to you directly, and our employees and contractors aren't personally liable to you. Each of them may rely on this section under subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

Nothing in this section limits your rights under the Consumer Guarantees Act 1993, and we don't exclude or limit any liability that can't be excluded by law.

16 · Complaints and disputes

If something's wrong, tell us first (see Contact). We acknowledge complaints within **2 working days**, come back to you within **7 working days** with what we're doing about it, and aim to resolve them within **20 working days**. If we can't resolve it together, you can take it free of charge to **Utilities Disputes**, the independent scheme for New Zealand energy consumers, utilitiesdisputes.co.nz or 0800 22 33 40. You can go to Utilities Disputes at any point; you don't have to come through us first. If your complaint is about whether we're meeting the Code or the Consumer Care Obligations, you can raise it with the Electricity Authority at ea.govt.nz.

If your complaint is about the network or your meter, we may refer it to your lines company or metering provider, and we'll tell you if we do. Utilities Disputes can't consider a complaint that is only about the price we set.

17 · Consumer care and vulnerable customers

Our Consumer Care Policy forms part of this agreement. It sets out how we support customers who are medically dependent on electricity or facing payment difficulty or hardship, in line with the Electricity Authority's Consumer Care Obligations. If anything in this agreement is inconsistent with that policy in a way that would leave you worse off, the policy applies.

Tell us if anyone at the property is medically dependent on electricity or vulnerable, and if that changes. You can nominate an alternate contact or a support person for your account.

18 · Changes to these terms

We may update these terms and our published rates. Where a change affects you, we'll give you at least **30 days' notice** before it takes effect, and the notice will explain the reason for it. Where an increase to your per-kWh rate or daily charge is material, and in any case where it's more than 5% of your invoiced price or fees, we'll write to you individually rather than relying on a general notice. If we increase your rate or daily charge, you can leave at any time afterwards with no early-exit fee. We'll also give you at least 30 days' notice if we change the payment methods available to you.

We give notice by email or letter, and on this site. If we make any other change to these terms that materially disadvantages you, you can end this agreement before the change takes effect with no early-exit fee. Corrections and changes that don't disadvantage you, such as to our contact details, can be made without notice.

19 · General

We may transfer this agreement to another party who will honour it (for example, another retailer appointed under the Electricity Authority's rules if we stop trading). If we do, we'll tell you who they are, where to find their contact details, and the date the transfer takes effect. If a receiver, liquidator or administrator is appointed to tīrama, we will take reasonable steps to make sure your supply continues. If we stop trading, your electricity supply moves to another retailer under the Electricity Authority's rules, and the battery is collected from your property. You can't transfer this agreement to anyone else without our consent. We may use contractors to provide our services. Notices to you go to the contact details on your account; notices to us go to the addresses on the Contact page. A notice sent by email is treated as received on the next business day, and one sent by post on the third business day after posting. You can ask us for a copy of this agreement at any time, including a hard copy, at no charge. This agreement is governed by New Zealand law. If any part is unenforceable, the rest stands.

If we don't enforce a right straight away, we can still enforce it later. Terms that are meant to apply after this agreement ends, including those about amounts owed and the battery, continue to apply.

In these terms, a business day or working day is a day other than a Saturday, Sunday or public holiday; your property is the property where we supply electricity under this agreement; and the point of supply is where the network ends and your property's wiring begins.