

Hi there.

This is a notification from Powerco. These are your terms of supply for Base Power.

BASE POWER
BY POWERCO

POWERCO USE ONLY

Standalone supply with Base Power

Landowner /occupier : (Insert name)

Premises: (Insert address and site description – include title details and use development/site name as applicable)

Powerco CIW reference: (Insert CIW #)

Powerco assets:

Powerco assets on customer premises? (If no, state location of the Powerco assets)

Yes No

Customer assets:

Required electrical capacity:

Powerco contact: Andrew Christensen, Base Power representative, DDI: 06 353 3171

Email: info@basepower.co.nz

This notice sets out the ownership status of the electricity assets at or near your Premises following the change of supply to an alternative source using Base Power.

The terms of supply for Base Power are overleaf.

Terms for standalone supply

Powerco assets

Our rights and responsibilities

- 1. Ownership.** The notice overleaf confirms that Powerco owns the Powerco assets.
- 2. Maintenance.** Powerco will inspect and maintain our assets.
- 3. Access to your premises.** Powerco or its contractors will require access to your premises to inspect, maintain or repair the Powerco assets.
- 4. Inability to access.** If Powerco or its contractors cannot access your premises to inspect, maintain or to attend a repair and we cannot safely continue the standalone supply, we may suspend the service until we can arrange access with you.
- 5. Notice of inspection or planned maintenance.** Powerco or its contractor will supply you with at least 10 working days' notice before we arrange a visit.
- 6. Emergency maintenance or fault response call outs.** If Powerco or its contractor responds to a fault call out from you, we will not supply any additional notice.
- 7. Suspension of standalone supply for emergency or safety reasons.** Powerco reserves the right to suspend the standalone supply for safety reasons, emergencies or something beyond our control. We will get in touch if this happens.
- 8. Suspension of standalone supply due to load management issues.** Powerco reserves the right to suspend the standalone supply if the Powerco asset may be damaged due to additional load or generation which exceeds the agreed capacity noted overleaf. We will contact you if this happens.
- 9. Termination of standalone supply if premises abandoned.** Powerco reserves the right to terminate the standalone supply if the premises appear to have been abandoned and we cannot get in touch with you.
- 10. Termination of standalone supply at your request.** Powerco will arrange to terminate your standalone supply following a request from you, provided you supply a minimum of three working days' notice.
- 11. Powerco's liability for direct loss or damage.** Other than as otherwise required by law, Powerco will only be liable to you (in contract, tort or otherwise) for any direct cost, loss or damage to your physical property, provided that the loss or damage is due to (i) a breach of our responsibilities or from our (or our contractor's) negligence (ii) reasonably foreseeable and (iii) is not caused by something beyond our control. Any such liability is up to a maximum of \$10,000 in respect of any event or series of closely related events.
- 12. Powerco's liability for indirect loss or damage.** Powerco will not be liable for any economic, indirect or consequential loss. This includes, but is not limited to, loss of profit, use, revenue, production, anticipated savings, business opportunity or goodwill. Nor will we be liable for business interruption, or any increase in operating costs.
- 13. Consumer Guarantees Act 1993.** Powerco will remain bound by our warranties and guarantees supplied under the Consumer Guarantees Act 1993 unless the standalone supply is provided to you solely for business or trade purposes.
- 14. No contravention of Law.** Nothing in these Terms will exclude or limit the application of any law in New Zealand where such law applies to the supply of the services, to the extent that to do so would contravene that law, or cause any part of these terms to be void.

Your responsibilities

- 15. Maintenance.** You need to ensure our assets are not tampered with, removed, damaged or interfered with.
- 16. Generator refuelling.** You are responsible for refuelling the diesel generator which forms part of Powerco's asset. This is at your cost. You must not use any biofuel, mineral/biofuel blend, contaminated fuel (including contaminated by water). You must comply with all notified refuelling procedures supplied to you by Powerco or your chosen fuel supplier.
- 17. Hazards at your premises.** You are responsible for letting Powerco or our contractor know of any hazards at your premises that may affect access or operation of our assets.
- 18. Access keys or cards.** If Powerco or our contractor needs a key, code, security device or access card to access your premises, it is your responsibility to provide this to us.
- 19. Payment of maintenance charges.** Powerco will invoice you for maintenance charges for the standalone supply. It is your responsibility to pay these by the due date stated on the invoice.
- 20. Termination of standalone supply at your request.** You must get in touch with Powerco if the premises no longer require a supply of electricity.
- 21. Your liability for loss or damage to Powerco's assets.** You will be liable to us for any direct cost, loss or damage we may suffer due to the Powerco assets, provided the loss or damage is due to (i) a failure to carry out your responsibilities relating to the Powerco assets (ii) your negligence (iii) any wilful act or omission by you or any person employed by you. Your liability will be up to the maximum value of Powerco's asset on your premises.

Miscellaneous

- 1. Transfer of Powerco's rights and responsibilities.** We may transfer to someone else all or any part of our rights and responsibilities relating to the standalone supply provided you will not be disadvantaged by such transfer. If we do this, we will be in touch or we may update our website.
- 2. Privacy.** Your privacy is important to us. You have various rights, under the Privacy Act 1993, including to access personal information that we hold about you and to ask us to correct that information. Our privacy policy is available at powerco.co.nz/Privacy-Policy/
- 3. Complaints.** We have a free internal complaints resolution process. To discuss an issue which may be a complaint, phone us on 0800 769 372, write to us at Private Bag 2065, New Plymouth, 4342, or email us at customerservices@powerco.co.nz, attention Complaints Coordinator.
- 4. Interruption to supply.** If your electricity supply is interrupted, please call 0508 227 376

Customer assets

- 1. Ownership.** The notice overleaf confirms which assets are owned by you.
- 2. Maintenance.** You are responsible for arranging the maintenance and meeting the upkeep costs of your customer assets.
- 3. Changes to customer assets.** You must inform Powerco before making any changes to your customer assets. This is to ensure the Powerco assets can continue to function and supply you. If requested, you must supply Powerco with any certificate of electrical compliance relating to the changes to your Customer assets.
- 4. Disconnection of Customer assets.** Powerco may disconnect your Customer assets if we consider they are affecting or may affect the safe ongoing operation of our equipment.

Further information

Refer to basepower.co.nz for more information on the standalone supply. For details about Powerco's health and safety policy regarding our assets on private land and your duties, visit powerco.co.nz/Safety/Assets-and-Maintenance.