



1. Our commitment

- 1.1. These General Terms explain how we supply Electricity to you and what you can expect from us. They also explain your responsibilities as our customer.
- 1.2. Together with your Pricing Information and your [Plan Terms](#), form the agreement (together, the *Agreement*) between you and Lodestone Energy Limited (*Lodestone, we, us and our*).
- 1.3. The Agreement must be read together with our [Consumer Care Policy](#), our [Privacy Statement](#) and any direct debit terms that apply to your account. If there is any inconsistency between the terms of these documents on a matter specific to you, the terms of the documents will be applied in the following order of precedence:
 - (a) [Consumer Care Policy](#) and [Privacy Statement](#);
 - (b) Pricing Information;
 - (c) [Plan Terms](#);
 - (d) [General Terms](#); and
 - (e) [Direct debit terms](#).
- 1.4. We are committed to supplying Electricity in a safe and reliable way, treating customers fairly and respectfully, communicating clearly and honestly, helping customers who are experiencing payment difficulties, and complying with our legal and regulatory obligations. Information about our commitments to medically dependent consumers, payment support, disconnection processes and complaints handling is contained in our [Consumer Care Policy](#).
- 1.5. We may update the terms of the Agreement from time to time. If we make a significant change that affects your rights or obligations, we will give you at least 30 days' notice. If the change is administrative in nature, such as correcting an error, updating contact details or making a non-material clarification, we will give you at least 14 days' notice.

2. Becoming a customer

- 2.1. You become our customer when we accept your application and start supplying Electricity to your Property. We may ask you to provide information that helps us identify you, set up your account, manage your Electricity supply, and assess whether you meet our eligibility requirements.
- 2.2. We may decline your application if you do not provide information reasonably required to establish your account, you do not meet our credit or payment requirements, we are unable to supply your Property, you do not have a smart meter or we reasonably believe we cannot safely or effectively provide services to you.
- 2.3. If you or someone living at your Property relies on Electricity for critical medical support, you must tell us as soon as possible. We may ask you to provide evidence of medical dependency. Our obligations and your responsibilities regarding medically dependent consumers are explained in our [Consumer Care Policy](#).
- 2.4. You may nominate an alternate contact person, and/or a support person. A support person may help you communicate with us, understand information we provide, and participate in discussions about your account with your consent. Further information is available in our [Consumer Care Policy](#).
- 2.5. If more than one person is named on an account, each account holder is jointly and severally responsible for complying with these General Terms and for paying any amounts owed on the account.



- 2.6. You may authorise another person to act on your behalf in relation to your account. We may ask for evidence of that authority before discussing your account with them.

3. Your Plan Terms

- 3.1. Your Plan Terms set out the specific terms that apply to your Electricity supply, and your obligations if you choose to discontinue supply.
- 3.2. Electricity prices may change from time to time. If we change prices that affect your Plan, we will provide notice in accordance with applicable legal requirements and your Plan Terms.
- 3.3. You must tell us if there is a significant change that may affect your Electricity supply or account. Examples include when there is a change of ownership or occupancy, significant changes in Electricity use, installation of solar panels or batteries, changes affecting Meter access, or demolition or major building work.

4. Metering and Electricity usage

- 4.1. We calculate your Electricity usage using information obtained from your meter. Your Meter may be read remotely, manually, or through another approved metering process. Smart meters rely on communication networks to send usage information and sometimes communication issues may prevent us from obtaining Meter data.
- 4.2. If we cannot obtain actual Meter data, we may estimate your Electricity usage. We may estimate your usage using your recent actual Meter readings, historical usage patterns, seasonal consumption patterns, or other information reasonably available to us.
- 4.3. You must pay invoices based on estimated usage. When actual Meter data becomes available, we will adjust future invoices to reflect the difference. If you provide us with a valid actual Meter reading, we will amend our estimate data. Finalised estimate data will then be treated as if it were actual data.
- 4.4. You may request a special Meter reading or a final Meter reading. Additional charges may apply and we will tell you the applicable charge before arranging the reading.
- 4.5. Some Electricity connections are supplied on an unmetered basis. Where this occurs, we will calculate usage using information provided by the Distributor and applicable industry methodologies.
- 4.6. You must tell us as soon as reasonably possible if you become aware of a damaged meter, broken Meter seal, suspected tampering, or any other meter-related issue that may cause it to stop working properly.
- 4.7. If you think your Meter is not working correctly, you may request a Meter test. If testing shows that the Meter is operating within accepted industry standards, we may charge you the cost of the test. We will tell you the cost before arranging the test.
- 4.8. We, the Meter owner or the Distributor may inspect, repair, replace, upgrade or remove metering equipment when required. This may be necessary for safety reasons, regulatory requirements, Network requirements, maintenance purposes or technology upgrades.
- 4.9. You must not unreasonably delay or prevent Meter replacement work.
- 4.10. Tampering with metering equipment is dangerous and may be a criminal offence. You must not interfere with a meter, bypass a meter, damage metering equipment, or allow anyone else to do so.
- 4.11. If Meter tampering occurs, you may be responsible for Electricity usage that was not correctly recorded, investigation costs, repair or replacement costs, disconnection and reconnection costs, and any other losses resulting from the tampering.



5. Billing and payments

- 5.1. We will send you an invoice at least once each month. Invoices will include information about your Electricity usage, applicable charges, your ICP Identifier, payment options and the payment due date.
- 5.2. Applicable charges for services can be found on our website under [Special Fees](#).
- 5.3. Invoices will be sent by email. Unless we tell you otherwise, an invoice is treated as received on the day after it is sent.
- 5.4. Invoices are due 13 days after they are received unless another due date is shown on the invoice. You must pay all amounts owing by the due date.
- 5.5. You must pay invoices based on estimated usage even if a later adjustment may occur. Any difference will be corrected on a future invoice.
- 5.6. If we discover an error in your invoice we will correct it as soon as reasonably practicable and we will explain the adjustment. If we have overcharged you, we will credit or refund the amount. If we have undercharged you, you will be required to pay the undercharged amount where it is reasonable for us to recover it. Where we have undercharged you and it is not due to anything you have done, we will only back bill you for a maximum of six months from the date of invoice.
- 5.7. If you believe an invoice is incorrect, please contact us as soon as possible. If you dispute an invoice in good faith and tell us why you dispute it, we will investigate the issue. While a genuine dispute is being investigated, we will not disconnect your supply solely because of the disputed amount. You must continue to pay any undisputed amount.
- 5.8. We require you to maintain a valid payment method and current contact details. If payment is not received by the due date, we may recover reasonable costs incurred in collecting overdue amounts. These costs may include debt collection agency fees and other reasonable recovery costs.
- 5.9. If you are not responsible for the lateness of an invoice and:
 - (a) the invoice is provided more than two months after the end of the period that it covers, you will by arrangement have at least the length of time covered by the invoice to pay it; or
 - (b) the invoice is more than three months late we will negotiate an appropriate discount with you.
- 5.10. You are not required to pay interest on outstanding amounts on incorrect or late invoices.

6. If you are having trouble paying

- 6.1. If you think you may have difficulty paying your bill, please contact us as soon as possible. The earlier you contact us, the more options may be available.
- 6.2. Information about payment plans, payment support, vulnerable customers, medically dependent consumers, disconnection protections and customer support services is contained in our [Consumer Care Policy](#).
- 6.3. We will work with you in good faith and in accordance with our [Consumer Care Policy](#) before considering disconnection for non-payment.

7. Access to your Property

- 7.1. From time to time, we, the Distributor, the Meter owner, or our authorised contractors may need access to your Property. Access may be required to read, inspect or test a meter, install, replace, repair or remove equipment, connect, disconnect or reconnect Electricity supply, investigate faults or interruptions, maintain the Network, restore Electricity supply, protect people, property or the Network, meet legal or regulatory obligations or ensure that these General Terms are being complied with.



- 7.2. You must provide safe and reasonable access to your Property when access is required under these General Terms. This includes ensuring that access ways are clear and unobstructed, gates and doors can be opened when required, animals are appropriately secured, known hazards are identified and disclosed and any health and safety requirements are communicated to us before access occurs.
- 7.3. Where practical, we will provide advance notice before access is required. For routine Meter maintenance, inspections or other planned work, we will generally provide at least 5 Business Days' notice. Access will normally occur between 8.00am and 7.00pm Monday to Friday and not on public holidays unless otherwise agreed.
- 7.4. There may be situations where immediate access is required without notice. Examples include restoring supply after an outage, preventing harm to people or property, addressing damaged equipment, protecting the Network, responding to a safety incident or responding to another emergency situation. In these situations, we, the Distributor or Meter owner may enter your Property without prior notice where permitted by law.
- 7.5. Anyone attending your Property on our behalf, or on behalf of the Distributor or Meter owner, should carry identification. You may ask to see identification before allowing access. If a person refuses to provide identification, you should refuse access and contact us immediately.
- 7.6. If equipment relating to your Electricity supply is located behind a locked gate, door or restricted access area, you must make reasonable arrangements to allow access when required. Where keys, access codes or other access arrangements are necessary, they will be handled securely and used only for authorised purposes.
- 7.7. If you refuse or repeatedly fail to provide access when reasonably required we may charge you any additional costs incurred, we may be unable to provide certain services, we may be unable to investigate faults or Meter issues and your Electricity supply may be disconnected where permitted under these General Terms and applicable laws.
- 7.8. When accessing your Property, we will take reasonable care to minimise disruption, avoid unnecessary damage, act professionally and respectfully, comply with applicable health and safety requirements and leave the area in a safe condition.

8. Planned and unplanned outages

- 8.1. Although we work hard to ensure a reliable Electricity supply, interruptions sometimes occur. Electricity supply may be interrupted, reduced, delayed or suspended for reasons including planned maintenance, emergency repairs, network upgrades, connecting new customers, weather events, equipment failures, health and safety requirements, regulatory requirements, transmission system issues, load management requirements or circumstances beyond our reasonable control.
- 8.2. Planned outages are interruptions that are scheduled in advance. Where information is available to us, we will provide at least 5 Days' notice of planned outages. The notice will generally include the date of the outage, the expected start time, the expected duration and any relevant instructions.
- 8.3. Unplanned outages may occur without warning including when there are storms, vehicle accidents, equipment failures, emergency repairs, network faults or third-party damage. We cannot guarantee uninterrupted Electricity supply.
- 8.4. The local Distributor is responsible for operating and maintaining the Electricity network that supplies your Property. We work closely with Distributors to support restoration efforts, but we do not control the operation of the Network.
- 8.5. If you experience an outage or fault, you should contact the Distributor using the faults number shown on your invoice. If you cannot contact the Distributor, you may contact us and we will assist where possible.
- 8.6. If you report a fault and an investigation shows the fault is located within your Property or electrical installation rather than on the Network you may be responsible for the costs of investigating the



fault and you may need to arrange repairs through a qualified electrician. If the fault is found to be on the Network, you will not be charged for the investigation.

- 8.7. Where an outage occurs, the Distributor will work to restore supply as soon as reasonably practicable. Restoration times can vary depending on the nature of the fault, safety considerations, weather conditions, Network complexity and resource availability.
- 8.8. Momentary fluctuations in voltage or frequency can occur from time to time. These events are generally not treated as supply interruptions and we strongly recommend that sensitive electrical equipment is protected using appropriate surge protection devices.
- 8.9. The Distributor may interrupt, reduce or control Electricity supply where necessary to protect the Network, prevent overloads, maintain safety, comply with regulatory requirements, or manage emergency situations. You must comply with reasonable requirements relating to Network security and load management.

9. Disconnection and reconnection

- 9.1. Your Electricity supply may be disconnected for non-payment, safety concerns, Electricity theft, Meter tampering, unauthorised Electricity generation, interference with the Network, failure to provide access when required, damage to Network equipment, failure to comply with Distributor requirements or emergencies affecting people, property or the Network.
- 9.2. Our approach to disconnection for non-payment is explained in detail in our [Consumer Care Policy](#). Disconnection for non-payment is always a last resort. Before disconnecting for non-payment we will provide information about available support options, encourage you to contact us, provide written notice, provide a final warning, and comply with all applicable Consumer Care Obligations, including in relation to estimated readings.
- 9.3. Except in emergency situations, we will provide at least 10 Business Days' notice before disconnection; and a final warning at least 24 hours before disconnection occurs. The notice will explain why disconnection is proposed, how disconnection can be avoided, available support options and how to raise a dispute or complaint.
- 9.4. We will not disconnect residential customers for non-payment after midday on the day before a non-Business Day, on a non-Business Day, at night, during a severe weather event or during a civil emergency.
- 9.5. Electricity supply may be disconnected immediately without notice where necessary to protect people or property, respond to an emergency, prevent Electricity theft, address serious safety concerns, protect the Network or comply with legal requirements.
- 9.6. We may disconnect your supply if Electricity is exported to the Network without required approvals, signals or communications are sent through the Network without authorisation or equipment at your Property interferes with the quality of Electricity supplied to others.
- 9.7. We are committed to providing a safe workplace. We may refuse service, limit interactions or disconnect supply where permitted by law if you, someone acting on your behalf or someone at your Property threatens staff, behaves violently, engages in harassment, uses racist, sexist or abusive language, or creates a risk to health and safety.
- 9.8. If you want your Property temporarily disconnected, you must give us at least 2 Business Days' notice. Charges may apply for disconnection, reconnection and any related services.
- 9.9. If you want a Property permanently disconnected, you must generally give us at least one month's notice. You must also provide access to the Property if equipment needs to be removed or disconnected.
- 9.10. You must tell us at least 15 Business Days before demolishing a building or removing a structure that is connected to the Electricity Network. This allows us and the Distributor to safely disconnect Electricity supply before work begins.



- 9.11. Before reconnecting supply, we may require you to pay any outstanding amounts, pay disconnection and reconnection charges, pay reasonable debt recovery costs, resolve the issue that caused the disconnection, provide required electrical certification, and agree on future payment arrangements.
- 9.12. We don't currently offer new connection services. If you are requesting a reconnection after a long period of disconnection, we may require certification from a qualified electrical inspector or other approved provider. Any certification costs are your responsibility. Once all reconnection requirements have been met, we will arrange for your Electricity supply to be restored as soon as reasonably practicable.

10. Safety and equipment

- 10.1. Electricity can be dangerous. You must take reasonable care when using Electricity and when carrying out activities near Electricity equipment. If you become aware of a dangerous electrical situation, you should take reasonable steps to protect people and property and contact the appropriate emergency services, Distributor or other relevant authority as soon as possible.
- 10.2. Electricity lines and other Network equipment can cause serious injury or death if they are damaged or contacted. Before carrying out work near Electricity lines, you should contact the Distributor or other relevant authority to understand any safety requirements that apply.
- 10.3. You are responsible for complying with the Electricity (Hazards from Trees) Regulations 2003 in relation to trees and vegetation on your Property. You must ensure that trees and vegetation under your control do not create a risk to Electricity lines, Network equipment, public safety, or the reliability of Electricity supply. If trees or vegetation create an immediate safety risk, the Distributor may take action to manage that risk, including entering your Property where permitted by law.
- 10.4. Only appropriately qualified persons may connect, disconnect, alter or reconnect electrical installations. You must not carry out electrical work unless you are authorised and qualified to do so.
- 10.5. You must tell us if you expect a significant increase in your Electricity usage. Examples may include installation of large electrical equipment, major business expansion, electric vehicle charging fleets, irrigation systems or other activities that may significantly increase demand. This allows us and the Distributor to assess whether any Network changes are required.
- 10.6. Momentary fluctuations in voltage or frequency can occur from time to time. These events are not generally treated as Electricity supply interruptions. We recommend that you install appropriate surge protection devices for sensitive electrical equipment. Neither we nor the Distributor can guarantee that fluctuations will never occur.
- 10.7. You must not use Electricity in a way that interferes with the Electricity Network, Electricity supplied to other customers or the operation of metering or Network equipment. If interference occurs, you must stop the activity causing the interference as soon as reasonably possible. Failure to do so may result in disconnection.

11. Your responsibilities

- 11.1. You are responsible for maintaining electrical equipment and installations located on your side of the point of connection unless another party is legally responsible. This generally includes switchboards, internal wiring, Meter boards, customer service lines, private electrical equipment and equipment connected to your electrical installation.
- 11.2. You must ensure that your electrical installation complies with applicable laws, regulations, safety requirements, industry codes, and Distributor connection standards. You should seek professional advice if you are unsure whether your installation complies.
- 11.3. Unless the Distributor is responsible for them, you are responsible for maintaining customer service lines that connect your Property to the Electricity Network. These lines must be maintained in a safe



condition, in accordance with applicable requirements and by appropriately qualified persons. If you are unsure where the point of connection is located, please contact us.

- 11.4. You are responsible for maintaining the Meter box(es), Meter board(s), switchboard(s), main switch(es), and related structures in a safe and serviceable condition. You must provide suitable space for metering equipment and any associated Distributor equipment.
- 11.5. You must take reasonable care to protect meters, Network equipment, Distributor assets, communications equipment, and any other equipment associated with your Electricity supply. You must not damage equipment, interfere with equipment, remove equipment or allow others to do so.
- 11.6. If you, your contractors, occupants, visitors or people acting on your behalf damage equipment belonging to Lodestone, a Distributor, a Meter owner or another authorised party, you may be responsible for the reasonable costs of repair, replacement or restoration.
- 11.7. We may require you to provide evidence that your electrical installation complies with applicable requirements. This may include a certificate of compliance or other certification from a qualified electrical professional. If you cannot provide required certification within a reasonable time, we may be unable to continue supplying Electricity to your Property.
- 11.8. Some meters require communication equipment such as aerials or communication devices. Where communication problems exist, we may require additional equipment to be installed to enable Meter communications. We will discuss available options with you before significant work is undertaken.
- 11.9. If we, the Distributor, Meter owner or an authorised contractor arranges an appointment to attend your Property and you fail to attend or provide access, you may be charged reasonable costs incurred as a result.
- 11.10. You must comply with reasonable directions given by the Distributor where those directions are necessary to maintain Network safety, protect Network assets, ensure reliable supply, comply with legal obligations, or manage emergency situations.

12. Distributed generation and exporting Electricity

- 12.1. If your Plan Terms allow for the use of equipment at the Property that generates Electricity, such as solar panels, battery systems, microgeneration systems, or other approved generation technologies (*Onsite Generation Equipment*), the terms of this section 12 will apply.
- 12.2. Onsite Generation Equipment must comply with any applicable laws, regulations and industry requirements. Before exporting Electricity to the Network, you must obtain all required approvals. Approvals may be required from us, the Distributor, the Meter owner, and/or other relevant parties.
- 12.3. You may be required to install approved metering equipment before Electricity can be exported. Any required metering must comply with applicable industry standards. Where you are approved to export Electricity, any export payments will be made in accordance with your Plan Terms (if applicable).
- 12.4. Onsite Generation Equipment must not interfere with the operation of the Network, create safety risks, reduce Electricity quality for other customers, or damage Network equipment. If these issues occur, we or the Distributor may require corrective action or suspend export capability.
- 12.5. Some Distributors operate load control systems to help manage the Network. You must not interfere with load control equipment or arrangements operated by the Distributor.

13. Privacy and information

- 13.1. We are committed to protecting your privacy and handling personal information responsibly. We collect, use, store and share information in accordance with the Privacy Act 2020 and our [Privacy Statement](#).



- 13.2. Our [Privacy Statement](#) explains what information we collect, how we collect it, why we collect it, who we share it with, how we protect it and your privacy rights. Please refer to the [Privacy Statement](#) for full details.
- 13.3. To provide Electricity services, we may collect information relating to your identity, contact details, billing information, payment information, Meter information, Electricity usage, account interactions, and matters relating to medically dependent consumers.
- 13.4. You may request information relating to your Electricity usage and consumption data. Where required by law, we will provide this information free of charge. We may charge a reasonable fee for repeated or unusually complex requests, where permitted by law.
- 13.5. We may share information where reasonably necessary to supply Electricity services, operate your account, manage metering and Network services, carry out credit checks, recover debt, meet legal obligations protect health and safety or comply with regulatory requirements.
- 13.6. We may record phone calls and other communications for purposes including training, quality assurance, dispute resolution, verification of instructions, and customer service improvement.
- 13.7. You may request access to personal information we hold about you and request corrections where appropriate. Information about how to make a privacy request is contained in our [Privacy Statement](#).

14. Liability and legal matters

- 14.1. Nothing in these General Terms limits or reduces your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 (unless you acquire Electricity or other goods and services from us for the purpose of a business, in which case you agree that the Consumer Guarantees Act 1993 will not apply).
- 14.2. We will use reasonable care and skill when supplying Electricity services to you. However, Electricity supply depends on a number of third parties and infrastructure providers, including Distributors, Meter owners, transmission operators and service providers. Because of this, there are circumstances where we cannot guarantee uninterrupted supply or be responsible for every event that may affect your Electricity service.
- 14.3. If we, or a contractor acting on our behalf, directly cause damage to your Property through our negligence, we may be responsible for the reasonable costs of repairing or replacing that property. This is subject to the limitations set out in these General Terms and any rights that cannot legally be excluded under New Zealand law.
- 14.4. If you believe we have caused damage to your Property, you must notify us as soon as reasonably possible. To help us investigate the claim, you should provide details of the damage, the date it occurred, any photographs or supporting evidence, and any repair quotations or invoices that are available. Where possible, you should notify us within two months of becoming aware of the damage.
- 14.5. To the extent permitted by law, our liability for direct damage to property caused by our negligence is limited to NZ\$10,000 for any single event or related series of events. Where appropriate, we may choose to repair or replace damaged property rather than make a cash payment. Nothing in this section limits any rights that cannot legally be excluded.
- 14.6. We are not responsible for losses, costs or damages arising from events beyond our reasonable control. Examples include natural disasters, severe weather events, earthquakes, floods, fires, acts of terrorism, war, civil unrest, industrial action, transmission failures, Distributor outages, regulatory actions, or other force majeure events.
- 14.7. To the extent permitted by law, neither we nor our contractors will be liable for indirect losses, consequential losses, loss of profits, loss of business opportunities, loss of data, loss of goodwill, loss of reputation, or other similar losses.



- 14.8. Electricity supply can occasionally experience surges, spikes, voltage fluctuations, frequency fluctuations, or momentary interruptions. We recommend that sensitive electrical equipment is protected using appropriate surge protection devices and backup systems. To the extent permitted by law, we are not responsible for damage caused by these events unless we are legally required to be.
- 14.9. To provide Electricity services to you, we rely on Distributors, Meter owners and transmission operators. These parties have legal and contractual responsibilities that support the operation of the Electricity system. To the extent permitted by law Distributors, Meter owners, transmission operators, and their employees, contractors, agents and representatives may rely on the protections and limitations of liability contained in these General Terms.
- 14.10. If you believe that a Distributor has caused you loss or damage, you should notify us. Where appropriate, we may seek compensation from the Distributor on your behalf. If we recover compensation that relates directly to your loss, we will pass that amount on to you after deducting any reasonable costs incurred in recovering it.
- 14.11. Certain provisions of these General Terms are intended to benefit Distributors, Meter owners, transmission operators, and their contractors and representatives. These parties may enforce those provisions where permitted under the Contract and Commercial Law Act 2017.
- 14.12. You are responsible for any direct losses suffered by us, the Distributor, the Meter owner or another authorised party where those losses arise from your breach of these General Terms, your negligence, deliberate damage, fraud, unauthorised interference with equipment, or actions of people acting on your behalf.

15. Complaints and dispute resolution

- 15.1. We welcome feedback and take complaints seriously. If something has gone wrong, please contact us as soon as possible so we can work with you to resolve the issue.
- 15.2. Our complaints process is free of charge. We will acknowledge your complaint as soon as reasonably possible, investigate the issue fairly, keep you informed of progress, and work in good faith to resolve the matter. We aim to acknowledge complaints within two Business Days. Detailed information about our complaints process is contained in our [Consumer Care Policy](#).
- 15.3. If we cannot resolve your complaint, you may refer it to [Utilities Disputes](#). Utilities Disputes is a free and independent dispute resolution service for Electricity customers. You may contact [Utilities Disputes](#) if you are not satisfied with our proposed resolution, your complaint has not been resolved within the applicable timeframes or you would like an independent review of your complaint. Contact details for Utilities Disputes are www.utilitiesdisputes.co.nz.
- 15.4. Where a complaint relates primarily to a Distributor's activities or responsibilities, we may work with the Distributor to investigate and resolve the issue.

16. General

- 16.1. If we experience financial difficulty or another event that affects our ability to operate as an Electricity retailer, we will take reasonable steps to support continuity of Electricity supply.
- 16.2. Under the Electricity Industry Participation Code, the Electricity Authority may transfer customers to another retailer if a retailer default event occurs. If this happens your Electricity supply will continue where possible and information about your account may be provided to the Electricity Authority and the replacement retailer and the transfer will occur in accordance with applicable regulatory requirements.
- 16.3. Nothing in these General Terms creates a partnership, joint venture, agency relationship, or an employment relationship between you and us.



- 16.4. If any provision of these General Terms is found to be invalid, illegal or unenforceable the remaining provisions will continue to apply, and the affected provision will be replaced, where possible, with a valid provision that most closely reflects the original intent.
- 16.5. If either party delays or chooses not to enforce a right under these General Terms, that does not mean the right has been waived. Any right may still be exercised later.
- 16.6. Certain obligations continue after your account closes or your Electricity supply ends. These include obligations relating to payment, liability, privacy, complaints, dispute resolution, damage claims, and any matter that reasonably needs to continue after termination.
- 16.7. These General Terms are governed by the laws of New Zealand. Any court proceedings relating to these General Terms may be brought before the New Zealand courts.

17. Definitions

- 17.1. Capitalised words have the meaning given in this section 17 or, if not defined here or required by context, in the Plan Terms, or the Code:

Agreement has the meaning given in section 1.2.

Business Day means a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in Auckland, New Zealand.

Code means the [Electricity Industry Participation Code 2010](#).

Consumer Care Policy means the Lodestone [Consumer Care Policy](#), as updated from time to time.

Customer Service Line means the electrical line connecting your Property to the point of connection with the Network.

Electricity Authority means the Electricity Authority established under the Electricity Industry Act 2010.

General Terms means these Residential and Small Business General Terms.

Invoice means an invoice issued by us for Electricity services supplied to you.

Lodestone, we, us and our means Lodestone Energy Limited.

Onsite Generation Equipment has the meaning given in section 12.1.

Plan means the plan under which we supply you Electricity.

Plan Terms means the terms specific to your Plan.

Pricing Information means the pricing information for your Plan provided when you join as updated from time to time, including your Daily Charge, Carry Over Rate and Special Fees.

Privacy Statement means the Lodestone Privacy Statement, as updated from time to time.

Property means the premises supplied with Electricity under these General Terms.

Special Fees means the applicable pricing for ad hoc, non-standard or one-off charges, as shown on our website [here](#).

You and your means the customer named on the account and any person who is legally responsible under these General Terms.