

**MODEL DOMESTIC CONTRACT FOR  
DELIVERED ELECTRICITY  
(Interposed)**

*August 2005*

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## **Preliminary Note**

- The Foreword that follows forms part of this model package. However, the words of the Foreword do not form part of the contract itself. This is provided for in the final section of the model contract, 'About this Contract'. The purpose of the Foreword is to increase consumer understanding, a key objective underlying the Government Policy Statement on Electricity Governance (October 2004) and the Code.
- 'Code' means the Electricity Consumer Code of Practice Edition 2 which comprises Schedule C of the constitution for the Electricity and Gas Complaints Commissioner Scheme. The meaning of other defined terms used in this contract can be found at the back of this contract.
- Certain clauses in the model contract have been included to reflect the Guidelines for Domestic Contracts for Delivered Electricity (Interposed) (see appendix A1 of the Commission's August 2005 paper "Domestic Consumer Contracts for Delivered Electricity (Interposed) and Distributed Generation: Guidelines and Model Contract") ("Guidelines") and the Code (which is incorporated in the Guidelines). These clauses contain a footnote which refers to the relevant paragraph of the Guidelines or Code provision.

# FOREWORD [OPTIONAL]

The foreword set out on pages iii to vii does not form part of this contract.

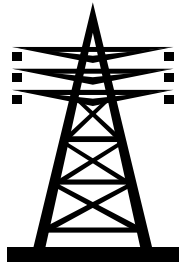
## About the Electricity System

To better understand this contract, it is helpful to know how electricity reaches your Premises.



### GENERATION:

65% of electricity in NZ comes from hydro. The other 35% is generated with gas, geo-thermal, coal, or wind. NZ has five main generating companies. Three are owned by the Government.



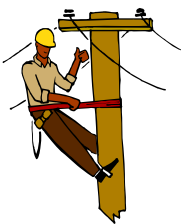
### TRANSMISSION:

High voltage power Lines run up and down NZ. These transmission Lines transport electricity from the power stations to your local Network. The transmission Lines are owned by Transpower, which is owned by the Government.



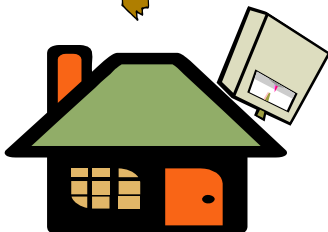
### LOCAL NETWORK:

Your Premises are connected to a local Network of lower voltage power Lines. Networks carry electricity from transmission Lines to homes and businesses. Networks are largely owned by councils or community trusts.



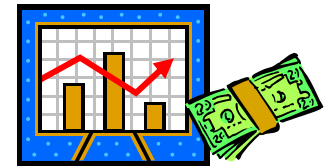
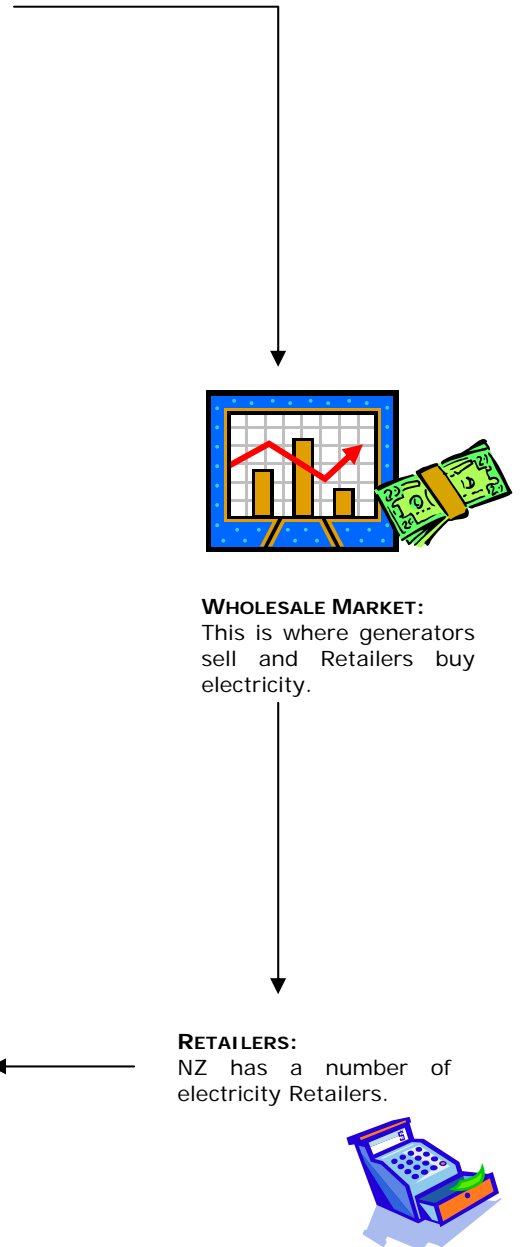
### POINT OF CONNECTION:

This is where the Line to your Premises connects with the Network.



### METERS:

Meters are installed at your Premises to measure how much power you use. You do not own the Meters and must NOT tamper with them.



### WHOLESALE MARKET:

This is where generators sell and Retailers buy electricity.

**RETAILERS:**  
NZ has a number of electricity Retailers.



### WHAT RETAILERS DO

Our job is to sell you electricity. To do this, we arrange for your local Distributor to distribute electricity to your Premises. We regularly read the Meters at your Premises. We offer a variety of price plans. We invoice you for the power you use and we offer different ways to pay.

## Where Does Your Responsibility Lie?

The diagram below shows the point from which you have responsibility for maintaining the Line and related equipment. Your responsibility starts from the Point of Connection (described above). For urban properties the Point of Connection is normally at the property boundary.

*[Note: The diagram below covers the position of most urban consumers but other legal arrangements exist and the Foreword should be tailored to meet those other arrangements]*

### Where does your responsibility lie?

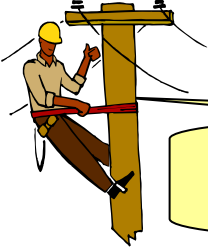


The Lines from the pole and the distribution box to the houses show your responsibility

## Key Features of Contract

A contract is an exchange of promises. In this contract, our main promise is to sell you electricity. Your main promise is to pay for the electricity you use. The other promises we exchange are summarised below:

Us		You
<b>Distribution:</b> We will arrange for electricity to be distributed to your Point of Connection (see clauses 123 to 125)	↔	<b>Address:</b> You will give us the correct address of where you want power delivered to (see clause 14)
<b>Meter:</b> We will provide you with an approved Meter (see clauses 75 to 76)	↔	<b>No Tampering:</b> You will not tamper with the Meter (see clauses 97 to 99)
<b>Meter Reading:</b> We will accurately record how much power you use (see clauses 87 to 93)	↔	<b>Access:</b> You will give us reasonable access to your Premises at reasonable times (see clauses 100 to 105)
<b>Prices:</b> We will give you at least 30 days' notice before increasing our prices (see clause 28)	↔	<b>Making payments and other obligations:</b> You are responsible for paying for the services in this contract and for making sure your contractual obligations are met (see clause 172)
<b>Invoices:</b> We will send you accurate invoices (see clauses 34 to 41)	↔	<b>Payment:</b> You will pay our invoices on time (see clause 45)
<b>Standards:</b> We aim to meet certain minimum performance standards (see clause 21 or list)	↔	<b>Standards:</b> You will seek to ensure your wiring and equipment comply with the relevant legislative and regulatory requirements and the relevant Network distribution code (see clauses 108 to 110)
<b>Complaints Resolution:</b> We will provide a free and fair dispute resolution process (see clause 162)	↔	<b>Safety + Special Needs:</b> You will inform us of any hazards or special needs you may have (see clauses 113 and 120)
<b>Switching:</b> We will transfer you to another Retailer if you wish (see clause 152.2)	↔	<b>Moving:</b> You will give us [ ] days' notice if you are moving Premises (see clauses 8 and 9)
<b>Interruptions:</b> Your supply may be interrupted for a variety of reasons (see clause 126).	↔	<b>Surges:</b> You should protect any sensitive equipment, like computers and TVs, against surges and fluctuations (see clauses 114 to 115)



You are responsible for all the equipment between your Premises and your connection to the Network.

## Interposed

This contract is called an “interposed” contract. As briefly explained on page iii, the Distributor provides the Lines Services in respect of your Premises. These Lines Services include the service of distributing over their Network to your Premises the electricity we sell to you. We have entered into a contract with the Distributor to provide those Lines Services. The Distributor does not have a contract with you (unless your Premises has an electricity generator and you have entered into a Connection Contract, in which case you will have a contract with your Distributor in respect of the electricity which you send into the Network). We therefore stand between you and the Distributor in relation to Lines Services for delivery of electricity to you. This is called “interposed”.

The Distributor requires some of the terms and conditions we have included in this contract. In addition, our fees to you include charges we pay to the Distributor.

## Information and Advice

New Zealand has a number of electricity Retailers. Most offer different services and prices. Compare before you commit, although you can switch to a different Retailer at any time should you become dissatisfied with your current Retailer.

For more information about different Retailers in your area or general consumer advice:

- Go to ‘Power Switch’ at [www.consumer.org.nz/powerswitch](http://www.consumer.org.nz/powerswitch); or
- Call the Citizen’s Advice Bureau on **0800 36 72 22**.

Remember that price is not the only consideration. Quality of service can also vary among Retailers.

**[Electricity and Gas Complaints Commissioner Scheme** [delete if not applicable]

We are a member of the Electricity and Gas Complaints Commissioner Scheme and are required to meet or exceed the requirements of the Code. For more information about the Electricity and Gas Complaints Commissioner Scheme:

- Go to [www.electricitycomplaints.co.nz](http://www.electricitycomplaints.co.nz)

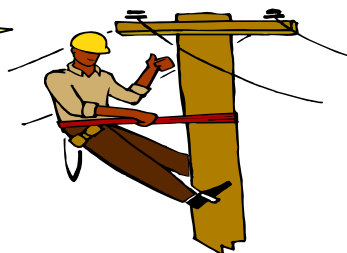
## Key Questions

Here are some key questions for you to ask when deciding which Retailer to use:

- What price plan best suits your needs?
- How frequently can your Retailer change its prices?
- How often does your Retailer read your Meter?
- Are your invoices normally based on estimates of your consumption or actual Meter reads?

- What service commitments does your Retailer offer – eg what is its target time for answering your calls or fixing any faults?
- What compensation will you receive if your Retailer does not meet these commitments?
- Will your price stay the same even in a 'dry year' (if hydro lakes are low)?

Don't send any electricity back down your power Line without your Distributor's approval



## Electricity Prices

Wholesale prices for electricity vary on a half-hourly basis. They go up when electricity use is high – for example, over breakfast and dinner times, when most people are at home using ovens, TVs and washing machines. Electricity use is also higher over winter, when more heaters are turned on.

Wholesale prices can rise very sharply if there is a potential threat to fuel supply, such as when water levels drop in our hydro lakes.

Wholesale prices fall when electricity use is low – for example, over summer, weekends and in the middle of the night.

As a customer, on most price plans you don't see these constant ups and downs in the wholesale price. We smooth out the variations by offering you a fixed price for a period.

Electricity can be a complicated business. Our aim is to make it simple for you.

# THE CONTRACT

## RETAILER'S WELCOME – ABOUT US

[Space for marketing pitch by Retailer]

- Who we are
- How to make contact with us

[Retailer to include details of physical address, contact phone number, facsimile number, email address and web site]

- Other (marketing) information about us

## HOW TO BECOME OUR CUSTOMER

### How to apply

1. You can apply to join us by <sup>[delete any modes not applicable to you as a Retailer]</sup>.
  - 1.1 Completing a customer application form and sending it to us at [address]. <sup>1</sup>We will respond by [Retailer to insert] within [4] Working Days of receipt of your application;
  - 1.2 Calling us on [0800-Retailer]. It will help if you have a copy of a previous electricity invoice when you call; or
  - 1.3 Registering as a customer on our web site at [www.retailer.co.nz].
2. Before accepting you as a customer, we need to check that you meet our acceptance criteria. <sup>2</sup>Our acceptance criteria are: [Retailer to insert]. In some cases, we need to ask for a Bond. The circumstances when a Bond will be required are set out in **clause 65**.
3. <sup>3</sup>A contract between you and us is formed and you will be liable to pay our charges<sup>4</sup>

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<sup>1</sup> Paragraph 3 of the Guidelines.

<sup>2</sup> Paragraph 4 of the Guidelines.

<sup>3</sup> Clauses 3 and 4 reflect clause 23.7 of the Code and paragraphs 3 and 4 of the Guidelines.

- 3.1 when we accept your application to join us; or
- 3.2 when you first use electricity supplied by us after you have received notice that these are the terms and conditions on which we are prepared to supply electricity to you,

whichever occurs first.

4. If your application is accepted (or you use electricity supplied by us after you have received notice that these are the terms and conditions on which we are prepared to supply electricity to you) you will be bound by these terms and conditions.
5. Once a contract is formed, all electricity supplied by us to you at your Premises prior to formation of the contract is deemed to be covered by the contract and you will be liable to pay our charges for that electricity in accordance with these terms and conditions.
6. <sup>5</sup>Upon you becoming our customer we will provide to you, in accordance with **clause 147**, a summary of the terms of our contract with you. This summary will include details of such matters as:
  - our performance commitments and compensation if we do not achieve these;
  - our prices and fees for our services (including any disconnection or reconnection charge) and the period for which these will remain valid;
  - any payment options for our service fees and any discount for prompt payment;
  - the frequency with which we will read your Meter;
  - rights in respect of access to your Premises (including our obligations when exercising these rights);
  - any limitations of our liability to you if we breach our contract with you;
  - who the Distributor is who provides us with Lines Services;
  - who you should contact if there is any interruption in your supply of electricity or if you have any complaints in respect of our contract with you.

Please note that the summary of the terms of our contract contains only key features of the contract. You should still familiarise yourself with the entire contract. The contract prevails over the summary if there is any inconsistency.

7. If you are on Premises where there are multiple connections to the Network you should register each connection with us to ensure a continual power supply.

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<sup>4</sup> Code, clause 14.1, paragraph 2.

<sup>5</sup> Paragraph 7 of the Guidelines.

## **Moving Premises**

8. If you move Premises and you were our customer at your previous Premises you need to tell us and give us the address of your new Premises. We may require you to re-apply to join us. We need a final Meter reading from your previous Premises and an initial Meter reading from your new Premises. Your options for arranging this are set out in **clauses 95 and 96**.

## **Switching to us**

9. If you are switching to us from another Retailer, whether you are staying in the same Premises or moving to a new Premises, we will arrange the switch with your existing Retailer. However, to complete the switch:
  - 9.1 You must apply to join us under **clause 1**;
  - 9.2 You authorise us to act as your agent in connection with the transfer of any key to, and/or other security information for, your Premises from your existing Retailer.

The switch may occur within a few days but will occur within a maximum of 23 days. The actual date on which the switch occurs will be determined by your existing Retailer.

## **More than one person on the same Account**

10. Any number of people may join as customers under this contract. However, each customer is individually and jointly liable for all money owing to us and all other customer responsibilities while he or she is a customer. Each such customer may exercise all rights under this contract.
11. You must advise us if you no longer wish to be a joint customer. We may require the remaining customers to enter into a new contract. If you wish to terminate this contract, you need to follow the steps in **clauses 152 and 153**.
12. When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.
13. You may nominate a person to make decisions for you under this contract, however you are still responsible as a customer.

# **PROTECTING INFORMATION ABOUT YOU**

## **Your information**

14. To become our customer, we need you to provide us with certain information. We may not be able to process your application if the information is not provided. You must tell us promptly if any of this information changes.

15. <sup>6</sup>We may use any information we collect and hold about you for any or all of the following purposes:
- 15.1 To supply electricity to you;
  - 15.2 To invoice you;
  - 15.3 To carry out credit checks or debt collection;
  - 15.4 To send you notices or contact you;
  - 15.5 <sup>7</sup>If you agree, for market research purposes, as set out in **clause 19.4**;
  - 15.6 To meet the requirements of the Electricity Governance Regulations and Rules and the Electricity and Gas Complaints Commissioner Scheme;
  - 15.7 To meet the requirements of the operators of the Grid or Network or a trust or co-operative that owns that Distributor;
  - 15.8 To address mail to new occupants c/- your name on rural delivery routes, if necessary to ensure that mail is delivered to new occupants at your old address;
  - 15.9 [*Retailer to insert any additional purposes*].
16. We may record telephone conversations with you. We do this to:
- 16.1 Help train and monitor our customer service staff;
  - 16.2 Confirm our contractual commitments with you; and
  - 16.3 Help resolve any disputes.

### **Confidentiality**

17. <sup>8</sup>Information about you will be held and used by us in accordance with the Privacy Act 1993.
18. <sup>9</sup>Under the Privacy Act, you or any other joint customer under this contract may access and request the correction of any of the information we hold under this contract by contacting us. Our contact details are set out on page [ ].
19. <sup>10</sup>We may also disclose information about you to:
- 19.1 Any other person who is a joint customer under this contract;
  - 19.2 Credit reporting and debt collection agencies;

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<sup>6</sup> Code, clause 26.1.

<sup>7</sup> Paragraph 8 of the Guidelines.

<sup>8</sup> Code, clause 26.1.

<sup>9</sup> Code, clause 26.1.

<sup>10</sup> Code, clause 26.1.

- 19.3 The Office of the Electricity and Gas Complaints Commissioner in connection with any complaint made by you;
  - 19.4 If you agree, market research companies to carry out market research for us in relation to the services under this contract<sup>11</sup>;
  - 19.5 The Distributor and/or the trust or co-operative that owns that Distributor so that they may pass on rebates or discounts, or prepare electoral rolls of trust beneficiaries;
  - 19.6 The operator of the Grid or Network for the running of their respective networks;
  - 19.7 Any person we are required by law to provide with information about you;
  - 19.8 [*Any other third parties*].<sup>12</sup>
20. By entering into this contract, you authorise any person to provide us with such information about you as we may require in response to our queries and for any of the purposes set out above.

## OUR PERFORMANCE COMMITMENTS

21. <sup>13</sup>Subject to **clause 22**, we have set ourselves the following performance commitments for our customers:
- 21.1 **Prompt response:** Time to receive a response from us, if you:
    - Phone:  seconds until you are speaking to a customer service representative.
    - Write:  Working Days from receipt.
    - Email:  Working Days from receipt.
  - 21.2 **Invoice queries:** Time to correct any errors in your invoice or Meter estimates, once notified:  Working Days.
  - 21.3 **Prompt invoices:** Subject to **clause 93**, we will send you an invoice based on an actual reading at least every .
  - 21.4 **New connections:** Time for "livening" standard new connections (i.e. where all necessary equipment is in place, line upgrades or extensions are not required and other requirements are met):  Working Days. The time for "livening" other new connections will be as agreed between us and you.

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<sup>11</sup> Paragraph 8 of the Guidelines.

<sup>12</sup> If Retailers know the address details of any organisation that will hold the information (e.g. credit reporting agency), Retailers are encouraged to specify that information.

<sup>13</sup> Paragraph 9 of the Guidelines [To be aligned with model distribution agreement].

21.5 **Faults:** Time to send a representative to investigate a fault affecting the supply of electricity to you, once notified: [x] hours. An additional fee may be charged if you need a representative outside our normal working hours. We will inform you of any additional fee before sending a representative. If the fault is found to be internal to your Premises you will be charged the costs involved in repairing the fault. You will not be charged if the fault is found to be on the Network.

21.6 **Investigation of power quality:** We will investigate and respond to you within [x] Working Days of receiving a complaint from you regarding power quality. If the investigation cannot be completed within [x] Working Days, we will provide an estimate of the time it will take us to complete the investigation.

If you tell us that you are concerned about voltage, we will install equipment at your Point of Connection to measure voltage sags. The number of voltage sags at the Point of Connection (excluding momentary fluctuations and fluctuations within 6% of 400/230 volts) will not exceed [xx] per month. If the voltage is measured at your request and is within acceptable limits you will be charged the costs involved in measuring the voltage. You will not be charged if your voltage is measured and found to be outside acceptable limits.

21.7 **Meter reading:** Time for arranging a final Meter reading: [x] Working Days.

21.8 **Complaints:** Time to investigate a complaint you may make to us about our services: [x] Working Days.

21.9 **Planned interruptions to supply:** We will communicate the duration of planned interruptions to your supply in accordance with **clause 127** and we will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration. Unless you agree otherwise, planned interruptions to your electricity supply will not exceed [x] minutes in total per annum.

21.10 **Unexpected interruptions to supply:** Unexpected interruptions to your supply can happen for various reasons (including if you breach your obligations set out in **clauses 106 to 110**). After learning of an unplanned outage on the Network, we will restore your supply within the times specified below.

[area 1 – incl. definition e.g. urban, rural] [0 – x hours]

[area 2 – incl. definition e.g. urban, rural] [0 – y hours]

[area 3 – incl. definition e.g. urban, rural] [0 – z hours]

21.11 **Controlled load management:** If you have a controlled load pricing option, i.e. a price plan that allows the Distributor to remotely control the supply of electricity to some or all equipment in your Premises, some of your electrical Appliances (e.g. hot water cylinders and night store heaters) will be switched off from time to time. Controlled load periods will be limited to those set out in our price schedule and we will respond to controlled load system faults within the timeframes set out in **clause 21.5**, after you have advised us of the problem.

- 21.12 <sup>14</sup>**Lines Services:** We will ensure that equipment used in the provision of Lines Services for delivery of electricity to you will be monitored and maintained in line with good industry practice prevailing in New Zealand.
22. <sup>15</sup>We may be prevented from meeting the performance commitments in **clause 21** due to an act, event, omission or accident beyond our control including, without limitation, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid, generator or Network failure, your acts or omissions or any defect or abnormal conditions in or about the Premises, or in the circumstances set out in **clauses 126.3 to 126.7**. In these circumstances, we will meet the performance commitments as soon as reasonably practicable.
23. <sup>16</sup>Subject to **clause 22**, if we fail to meet any of the performance commitments in **clause 21**, we will offer you [an appropriate reduction] in your next invoice.

## OUR PRICES + FEES

### Our prices

24. <sup>17</sup>We offer a range of price plans and we can help you choose the price plan most appropriate for you. You can get a copy of our price plans for your region by:
- 24.1 Calling us and we will post it to you. Our contact details are set out on page [ ]; or
- 24.2 Visiting our web site at [ ].
25. <sup>18</sup>Some price plans may require additional Meters. You may be charged for changes you require to any Meter or other equipment required for the price plan you choose. We will advise you of any such additional costs when you choose your price plan.
26. If you join us but do not choose a price plan, we will put you on a price plan that we consider best meets your needs.

### Our fees

27. <sup>19</sup>We also charge fees for services provided under this contract. Our fees are set out in our fees schedule, which is available by:
- 27.1 Calling us and we will post it to you. Our contact details are set out on page [ ]; or

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<sup>14</sup> Code, clause 12.1 and 12.3.

<sup>15</sup> Code, clause 25.1 and paragraph 9 of the Guidelines.

<sup>16</sup> Code, clause 12.2 and paragraph 9 of the Guidelines [to be aligned with model distribution agreement].

<sup>17</sup> Code, clause 13.1

<sup>18</sup> Paragraph 11 of the Guidelines.

<sup>19</sup> Code, clause 13.1.

27.2 Visiting our web site at [ ].

### Price changes

28. <sup>20</sup>We may only increase our prices (excluding fees for other services provided under this contract) after giving you at least 30 days' notice, unless we have agreed to give you more notice under an alternative pricing plan. We will give notice:
- 28.1 By [sending you a notice/emailing you/calling you/placing an advertisement in a local newspaper/posting the information on our web site] [*Retailer to insert how price increase will be communicated. This may depend on the price plan chosen.*]; or
- 28.2 In accordance with **clause 147** if we increase our prices by more than 5%.
29. <sup>21</sup>If we increase our prices we will explain the reasons for the increase when we give you notice in accordance with **clause 28**.
30. If we apply a price change between invoices, we may average out the electricity you used over the period (to calculate your daily average usage) and prorate your charges accordingly.
31. We may decrease our prices at any time without the need to give you 30 days' notice (or any notice at all).

### Change in Lines charge

32. <sup>22</sup>If there is a decrease in the price we are charged by the Distributor, we will detail the components of this change within three months of announcement of the change by the Distributor whether or not we change our prices and fees. If we do not decrease our prices and fees we will provide an explanation for this.
33. <sup>23</sup>If there is an increase in the price we are charged by the Distributor and our price or fees increase as a result, we will detail the components of this change in the notice we send you in accordance with **clause 28** and provide an explanation for the increase.

## INVOICES + PAYMENT

### Our invoices

34. <sup>24</sup>We will send you an invoice for your actual or estimated electricity use at least every month, unless the price plan you choose provides otherwise.
35. We will charge you according to your price plan, together with any relevant fees incurred under our fees schedule.

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<sup>20</sup> Code, clause 11.1 and 11.2.

<sup>21</sup> Code, clause 11.1.

<sup>22</sup> Paragraph 12 of the Guidelines.

<sup>23</sup> Paragraph 12 of the Guidelines.

<sup>24</sup> Code, clause 14.1 and paragraph 13 of the Guidelines.

36. <sup>25</sup>If your price plan includes fixed charges, we will itemise these fixed charges separately.
37. <sup>26</sup>Our invoice may include charges for goods or services you have asked us to provide other than electricity and Lines Services. We will show any of these additional items separately.
38. <sup>27</sup>Our invoice will separately show both the charges for the electrical energy supplied to you and the Distributor's charges for distribution of that electrical energy (unless your electricity use is measured by a prepayment Meter and as a result it is impracticable to show these charges separately).
39. <sup>28</sup>Our invoice will include the name of the Distributor, unless your electricity use is measured by a prepayment Meter and as a result it is impracticable to provide this information. <sup>29</sup>Our invoice will also set out a 24 hour telephone number which you may call if you think there is a fault or problem in the supply of electricity to you.

### **Estimated invoices**

40. If your Meter has not been read for the period covered by an invoice, we will make a reasonable estimate of your likely electricity use during the invoice period.
41. <sup>30</sup>If your invoice is based on an estimate, we will say so on your invoice. If you ask, we will explain the basis of our estimate.

### **Delivery of invoice**

42. We can send our invoices to you by post, or by sending you an email advising that it is available online. Please tell us the:
- 42.1 Method of delivery you prefer; and
- 42.2 Physical, postal, or email address you wish us to use.
43. If you are using a prepayment Meter, you will not receive an invoice, unless otherwise agreed.
44. You will be deemed to have received our invoice 3 days after we post it or the day after we email it.

### **Customer to pay invoice**

45. <sup>31</sup>You must pay our invoices in full by the due date on the invoice, whether it is based on actual or estimated electricity use. You may not set off any of the amount you may owe to us under this contract against an amount that we may owe to you.

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<sup>25</sup> Code, clause 14.2 and paragraph 14 of the Guidelines.

<sup>26</sup> Code, clause 14.3.

<sup>27</sup> Paragraph 15 of the Guidelines.

<sup>28</sup> Paragraph 16 of the Guidelines.

<sup>29</sup> Code, clause 19.1.

<sup>30</sup> Code, clause 14.4.

<sup>31</sup> Code, clause 14.4.

46. If you think our invoice has an error, please contact us so we can clarify any issues. Our contact details are set out on page [ ].
47. <sup>32</sup>If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.

### **Important advice**

48. You should choose a payment option that enables you to pay our invoice on time, avoid unnecessary fees and take advantage of available discounts.
49. If you have a debt owing to us from a previous Account, we may transfer this debt to a current Account that you hold with us. The amount owing must be paid in accordance with the terms of the previous Account, unless we agree otherwise, but a default in payment may be treated by us as a default under this contract. <sup>33</sup>
50. <sup>34</sup>If you fail to pay our invoice, your electricity supply may be disconnected. This is explained further in **clauses 129 to 131**.
51. <sup>35</sup>If you are having difficulty paying our invoices, please let us know. Our contact details are set out on page [ ]. We have policies in place that may help you manage your payments.

### **Payment options<sup>36</sup>**

52. You can pay our invoices in a variety of ways [delete any that are inapplicable]:
- 52.1 By direct debit authority;
  - 52.2 By regular automatic payment of a fixed amount;
  - 52.3 By telephone transfer from your bank;
  - 52.4 By charging your credit card;
  - 52.5 By sending us a cheque;
  - 52.6 By paying in advance;
  - 52.7 By internet transfer from your bank account; or
  - 52.8 By paying at one of our authorised collection agents.

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<sup>32</sup> Paragraph 17 of the Guidelines

<sup>33</sup> Paragraph 18 of the Guidelines.

<sup>34</sup> Code, clause 18.1.

<sup>35</sup> Code, clause 16.1

<sup>36</sup> Code, clause 16.3.

## Pre-payment option

53. <sup>37</sup>If you would like to have more control over the amount of electricity you use or the sum you spend on electricity, we will offer a pre-payment option.
54. <sup>38</sup>If the prepayment option involves a prepayment meter (i.e. a meter which allows electricity to flow into your Premises if you have paid for it in advance) and, as a result, your electricity will cost more than under other payment options, we will tell you when we offer you this option.
55. <sup>39</sup>If the prepayment option involves a prepayment meter, you may be asked to pay for a prepayment meter to be installed if one is not already on your Premises. We will tell you the installation costs when we offer you this option.
56. Please contact us if you would like to know more about our pre-payment option. Our contact details are set out on page [ ].

## Fees + discounts

57. <sup>40</sup>Some payment options incur service fees. These are set out in our fees schedule which is available on request [or on our web site: [www.\[retailer\].co.nz](http://www.[retailer].co.nz)]. Our contact details are set out on page [ ].
58. We may offer a discount if you pay on time. <sup>41</sup>The details of any discount offered will be shown on your invoice.
59. Please note that:
- 59.1 The level of any discount may be less if you pay by credit card; and
- 59.2 If your payment is dishonoured, we may charge you a dishonour fee.

## Invoice errors + late invoices

60. <sup>42</sup>If our invoice is based on a Meter reading (not an estimate) and we over-charge you in error:
- 60.1 You are only liable to pay the correct amount; and
- 60.2 <sup>43</sup>You can have the amount overcharged refunded as a credit on your Account, paid back to you by cheque, or direct credited to your nominated bank account.

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<sup>37</sup> Paragraph 19 of the Guidelines.

<sup>38</sup> Paragraph 20 of the Guidelines

<sup>39</sup> Paragraph 21 of the Guidelines.

<sup>40</sup> Paragraph 22 of the Guidelines.

<sup>41</sup> Paragraph 23 of the Guidelines.

<sup>42</sup> Code, clause 14.1.

<sup>43</sup> Paragraph 24 of the Guidelines.

61. <sup>44</sup>If our invoice is based on Meter readings (not an estimate), and we under-charged you in error, including where the Meter reading was correct but the calculation of the price we charged you was incorrect, you are only liable for the amount that should have been charged, unless we under-charged you in error for more than [2] months, and we could reasonably have been expected to have been aware of the error. In that case, we will only recover the amount that should have been charged for the first [2] months we have under-charged you and following that we will only recover the amount that we actually charged, unless you contributed to the error, or could have reasonably been expected to have known about the error.
62. <sup>45</sup>If we send you an invoice that is more than 2 months after the end of the period for which the bill has been issued, you will have at least the length of time covered by the invoice to pay it, in regular instalments or as otherwise agreed. If an invoice is more than 3 months late, we will negotiate an appropriate discount with you, so long as you pay our other invoices on time. However, the provisions in this clause will not apply to the extent you caused, or contributed to, the late invoicing.
63. <sup>46</sup>No interest is due on any amounts over-paid or under-paid in relation to incorrect or late invoices.

#### **Payment if Meter is faulty**

64. <sup>47</sup>Sometimes Meters are faulty and may measure more or less electricity than you actually use. If this happens, we cannot tell for sure how much power has actually been used and therefore:
- 64.1 Subject to **clause 99** you are only liable for the amount based on the quantity measured by the Meter, which measures the variable rate component of your price plan, unless you contributed to the fault, or could have reasonably been expected to know about the fault. However, you will still be liable for the fixed daily rate component of your price plan;
- 64.2 If it is apparent that your Meter has measured more electricity than you actually used and you have over-paid us we will refund to you an amount we reasonably believe is a realistic estimate of the over-payment.

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<sup>44</sup> Paragraph 25 of the Guidelines.

<sup>45</sup> Paragraph 25 of the Guidelines.

<sup>46</sup> Paragraph 25 of the Guidelines.

<sup>47</sup> Paragraph 25 of the Guidelines.

# BOND

## Why a Bond may be needed

65. <sup>48</sup>For some customers, we may at any time (at our discretion) require a Bond. A Bond is a sum of money we collect from you and hold as security against non-payment by you of our invoices. If we require a Bond the reason for our decision will be explained to you. A Bond may be required if you:
- 65.1 Do not meet our credit criteria as set out on our web site;
  - 65.2 Have a pattern of unpaid electricity invoices;
  - 65.3 Have been repeatedly late in paying your electricity invoices;
  - 65.4 Have tampered or interfered with a Meter or other electricity equipment;
  - 65.5 Have repeatedly refused or obstructed access to your Premises for a Meter reading; or
  - 65.6 Have been disconnected for any of the reasons referred to in **clauses 129 and 132**.
66. We will hold your Bond as security against any amounts invoiced and unpaid under this contract.
67. <sup>49</sup>If we require a Bond, the Bond must be paid to us within [x] Working Days of the date we request the Bond from you.

## Amount of Bond

68. <sup>50</sup>Any Bond will not exceed \$150.
69. <sup>51</sup>Any Bond will be held in trust on your behalf in a separate account.

## Repayment

70. <sup>52</sup>We will repay your Bond within 1 month of the following:
- 70.1 You maintaining a satisfactory payment record and not coming within **clauses 65.2 to 65.6** for 1 year (or earlier if we agree); or
  - 70.2 You switching to another Retailer or terminating our supply of electricity to you, less any amounts you owe us,
- whichever is earlier.

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<sup>48</sup> Code, clause 17.1.

<sup>49</sup> Code, clause 17.1.

<sup>50</sup> Paragraph 26 of the Guidelines.

<sup>51</sup> Code, clause 17.1

<sup>52</sup> Paragraph 27 of the Guidelines.

71. <sup>53</sup>If we keep your Bond for longer than 1 year, we will explain why.
72. <sup>54</sup>We will repay your Bond, less any amounts you owe us, by (the choice is yours):
- 72.1 Crediting your Account with us;
  - 72.2 Sending you a cheque; or
  - 72.3 Paying you by direct credit to your nominated bank account.

## **METERS**

### **Installation of Meters**

73. A Meter measures how much electricity you use. Meters are required at your Premises.
74. If you do not have the necessary Meters, we will arrange for them to be installed. You may not install any Meters yourself.
75. Your Meters need to be suitable for the amount of electricity you expect to use and the price plan you choose. We will choose the appropriate Meters and charge you for the installation of those Meters.
76. <sup>55</sup>You must pay all costs relating to the installation of any Meters and related equipment. We will tell you the costs before Meters are installed at your Premises. You will not be charged for any installation costs where we decide to replace Meters or related equipment if the existing Meters or related equipment are suitable for your electricity use and price plan.
77. <sup>56</sup>In some cases, it may be necessary to upgrade your Meters if your consumption increases. We may charge you the costs of installing new Meters. We will advise you on whether any upgrade is required and the cost of the upgrade.
78. <sup>57</sup>If you do not own your Premises, you must get the owner's permission before any Meter or related equipment is installed.
79. No matter how it is installed, no Meter is ever a 'fixture'. This means a Meter never becomes part of the Premises. At all times, it remains the property of the Meter owner and you must not allow any security interest to be created over any Meter or related equipment.

### **Location and protection of Meters**

80. You must provide a suitable meter-board on which we can install the required Meter or Meters, and which is easy for us to access and has a viewing panel of sufficient size for us to view the Meter registers.

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<sup>53</sup> Code, clause 17.1.

<sup>54</sup> Code, clause 17.1.

<sup>55</sup> Paragraph 28 of the Guidelines.

<sup>56</sup> Paragraph 28 of the Guidelines.

<sup>57</sup> Paragraph 28 of the Guidelines.

81. New buildings must have Meters installed in an easily accessible location. For single unit dwellings, this must be external to the Premises.
82. You must, at your expense, take all reasonable steps to protect any Meters and related equipment at your Premises against interference or damage.
83. If you could have prevented interference or damage to Meters or related equipment by exercising reasonable care, we may recover from you any costs we incur in repairing or replacing the Meters or related equipment.
84. You must ensure that Meters or related equipment are not removed or replaced without our consent.
85. You must notify us as soon as possible if you become aware that the Meters or related equipment are damaged, defective or look unsafe.
86. If you require a Meter or related equipment to be relocated on your Premises, you must use an Authorised Tradesperson to do this. Please contact us if you need any assistance.

### **Meter maintenance and accuracy**

87. <sup>58</sup>We are responsible for maintaining Meters and related equipment. This includes ensuring that any Meter is accurate within industry standards.
88. <sup>59</sup>We may repair, test or replace the Meters or related equipment at any time and you must provide access, as set out in **clause 101**, for us to do so. We will test the Meters within [x] days if you ask us to.
89. <sup>60</sup>If we test a Meter, subject to **clause 91**, we will inform you of the results of the test on request and if:
  - 89.1 It is faulty and you had no part in causing the fault, we will replace or repair the Meter at our cost;
  - 89.2 It is not faulty and you requested the test, we may charge you our costs for testing the Meter provided that, subject to **clause 91**, we informed you of any extra charge you might incur if we did test your Meter, prior to undertaking this work.
90. <sup>61</sup>Subject to **clause 91** we will inform you prior to taking any action on your Meter which may impact on your invoices or result in an extra charge.
91. <sup>62</sup>Our obligation to inform under:
  - 91.1 **Clause 89** does not apply where there is a safety issue, the Meter is fast, slow or has stopped; and
  - 91.2 **Clauses 89 and 90** does not apply where we have reasonable cause to suspect that fraud, theft, or Meter tampering, has taken place.

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<sup>58</sup> Paragraph 28 of the Guidelines.

<sup>59</sup> Paragraph 28 of the Guidelines

<sup>60</sup> Paragraph 28 of the Guidelines.

<sup>61</sup> Paragraph 28 of the Guidelines.

<sup>62</sup> Paragraph 28 of the Guidelines.

92. <sup>63</sup>You are responsible for maintaining the Meter box and board on which the Meters or related equipment are located, together with any fuse board, main switch, internal wiring and the wires that connect your Premises to the Network.

### Meter Reading

93. <sup>64</sup>We will read all Meters at your Premises in accordance with electricity industry standards and codes of practice for Meter reading<sup>65</sup> and at least once every 2 months, unless:
- 93.1 The Electricity Governance Regulations and Rules require Meters to be read more frequently;
  - 93.2 We both agree otherwise; or
  - 93.3 We cannot gain reasonable access to your Meters, or you do not tell us the correct Meter location.
94. <sup>66</sup>You may also read your Meters yourself and give us the readings. We can decide whether or not to accept your readings. If we do not accept any of your readings, we may carry out a special Meter reading within [5] Working Days. If it turns out that:
- 94.1 Your reading was accurate, we will not charge you for the cost of our special reading; or
  - 94.2 Your reading was inaccurate, we may charge you for the cost of our special Meter reading.
95. <sup>67</sup>If you move to new Premises or this contract is terminated under **clause 152**, we require a final Meter reading of your Premises on or before you move to new Premises or before termination of this contract. You must:
- 95.1 Give us 3 Working Days' notice of the date on which this the final Meter reading will be carried out; and
  - 95.2 Allow us access to your Premises in accordance with **clause 100.3** to carry out the final Meter reading.
96. <sup>68</sup>If you move to new Premises and wish to remain our customer or you become our customer, we require an initial Meter reading of your Premises on or after you move into new Premises or become our customer. We will agree with you how this initial Meter reading is carried out, but if we cannot agree, we will read your Meters.

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<sup>63</sup> Code, clause 21.2.

<sup>64</sup> Paragraph 28 of the Guidelines.

<sup>65</sup> Code, clause 15.1.

<sup>66</sup> Code, Clause 14.4

<sup>67</sup> Paragraph 28 of the Guidelines.

<sup>68</sup> Paragraph 28 of the Guidelines.

## Tampering with Meters

97. <sup>69</sup>You must not tamper with any Meters or related equipment and, for the avoidance of doubt, 'tampering' includes by-passing Meters. Tampering with Meters is dangerous and may be a criminal offence.
98. <sup>70</sup>If you are found to be at fault, we will charge you for all reasonable costs incurred in:
- 98.1 Investigating any possible tampering; and
  - 98.2 Any necessary repairs.
99. <sup>71</sup>If any of your Meters or related equipment have been tampered with:
- 99.1 We will invoice you for the electricity we reasonably estimate you have used;
  - 99.2 We may disconnect your Premises under **clause 132.2**;
  - 99.3 We may terminate this contract under **clause 152** and refuse to reconnect your supply; and
  - 99.4 We may inform the police.

## ACCESS TO YOUR PREMISES

### Need for access<sup>72</sup>

100. We or the Distributor may need access to your Premises to:
- 100.1 Turn the electricity supply on or off;
  - 100.2 Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply;
  - 100.3 Read your Meters;
  - 100.4 Find the cause of any interference with the quality of supply to your Premises or the surrounding area;
  - 100.5 Prevent harm to people or Premises from equipment for which we or the Distributor are responsible;
  - 100.6 Clear trees, vegetation or other obstacles from Lines and related equipment if the tree owner fails to do so under the regulations and Code of Practice referred to in **clause 111**;
  - 100.7 Maintain and protect the operation of the Network;

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<sup>69</sup> Paragraph 28 of the Guidelines.

<sup>70</sup> Paragraph 28 of the Guidelines.

<sup>71</sup> Paragraph 28 of the Guidelines.

<sup>72</sup> Code, clause 22.1.[to be aligned with model distribution agreement]

- 100.8 Ensure that your obligations under **clauses 106 to 110** are being complied with;
- 100.9 Comply with any legal obligations for which access is required;
- 100.10 Ensure compliance with the relevant Network distribution code;
- 100.11 Remove equipment related to your electricity supply or other equipment installed by us for up to [6] months following the termination of this contract.

### **Your obligations<sup>73</sup>**

- 101. When access to your Premises is required you must provide us and the Distributor with access:
  - 101.1 That is safe and unobstructed, particularly from any dogs or other animals at your Premises;
  - 101.2 Any time between 8am and 7pm Monday to Saturday, excluding Public Holidays (unless another time is agreed);
  - 101.3 Immediately for scheduled Meter reading, or routine Meter maintenance of which you have been given at least 5 Working Days' notice;
  - 101.4 Immediately if required:
    - a. To restore electricity supply in your neighbourhood in the event of an unplanned outage;
    - b. To prevent harm to people or Premises from equipment for which we or the Distributor are responsible;
    - c. To protect the Network; or
    - d. To deal with any other emergency situation involving the electricity supply; and
  - 101.5 On the condition that any representative of ours or the Distributor has identification and provides it to you to examine on request. You should refuse access to anyone who refuses to show such identification and inform us immediately.
- 102. Except for where you must provide us or the Distributor with immediate access, we or the Distributor will give you notice under **clause 147** of our wish to gain access to your Premises.
- 103. If any equipment relating to your electricity supply or other equipment installed by us is located behind a locked door or gate, you will need to arrange for us or the Distributor to gain access.

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<sup>73</sup> Code, clause 22.1.[to be aligned with model distribution agreement]

104. <sup>74</sup>If we require a key, or other means of access, to your Premises, it will be held, transferred or disposed of in accordance with our policies, which are available by:

104.1 Calling us and we will post it to you. Our contact details are set out on page [            ]; or

104.2 Visiting our web site at [            ].

#### **Our remedies if no access<sup>75</sup>**

105. If you refuse to provide or you obstruct access as required under **clause 101**:

105.1 We may charge you fees as set out in our fees schedule which is available by:

a. Calling us and we will post it to you. Our contact details are set out on page [            ]; or

b. Visiting our web site at [            ];

105.2 We may estimate your electricity use and invoice you in accordance with **clause 40**;

105.3 We or (where access was required by the Distributor) the Distributor may disconnect you under **clause 132.5**; and/or

105.4 If we or the Distributor reasonably believe that there is immediate danger to persons or Premises, we, or the Distributor may take reasonable steps to gain access without your permission.

## **YOUR OTHER RESPONSIBILITIES<sup>76</sup>**

### **Not to interfere with Network<sup>77</sup>**

106. You must not send signals or other communications through the Network.

107. If you wish to generate electricity at your Premises and it is possible to send it into the Network, you must obtain your Distributor's prior consent. Schedule 1 sets out the circumstances in which you may be able to obtain payment for electricity you send into the Network.

108. You must ensure that the way you use electricity at your Premises does not interfere with the quality of the electricity supplied to others, or interfere with the Network. If it does, you must stop the interference as soon as you become aware of it. You will also be deemed to be in breach of this contract if you ought to have become aware of the interference and did not stop it.

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<sup>74</sup> Paragraph 29 of the Guidelines.

<sup>75</sup> Code, clause 22.1 [to be aligned with model distribution agreement]

<sup>76</sup> Clauses 106 to 117 reflect the Code, clause 21.3.

<sup>77</sup> [to be aligned with model distribution agreement]

109. You must comply with the Distributor's Network connection standards. You can obtain a copy of these from your Distributor. Your Distributor's name and contact details are set out in schedule [ ].
110. You must ensure that your Premises comply with all statutory and regulatory requirements.

### **Keep Lines clear**

111. <sup>78</sup>We may disconnect supply for safety reasons under **clause 132.10** if trees, vegetation or other obstacles at your Premises are not kept clear of Lines and related equipment. Your rights and obligations in relation to keeping Lines clear are to:
- 111.1 comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that you own that are near Lines that form part of the Network or near the Grid (if you are not the tree owner, the obligation under these regulations is on the tree owner). For more information on the Electricity (Hazards from Trees) Regulations 2003, please contact your Distributor;
  - 111.2 ensure that any trees or vegetation are kept clear of your own Customer Service Lines so as not to create an unsafe situation; and
  - 111.3 comply with regulations 30 and 93 of the Electricity Regulations 1997 in relation to any work near Lines or other electrical equipment or near the Grid. These regulations include a requirement that you comply with the New Zealand Code of Practice for Electrical Safe Distances (NZECP 34:2001).
112. The Lines that supply electricity to your Premises and the Grid are live. If you touch them, or the bare conductors that connect them to the house, you may be seriously injured or killed. Before you do any work near Lines, arrange with your Distributor to identify any problems or disconnect the supply. You should contact Transpower before doing any work near the Grid. For your own safety, we suggest that you contact a professional tree trimmer before attempting to remove tree branches and vegetation from or near Lines and related equipment. For more information on electrical safety matters, contact the Energy Safety Service ([www.ess.govt.nz](http://www.ess.govt.nz)).

### **Increased use**

113. The equipment used to supply electricity to you has a limited capacity. You must inform us if you expect to substantially increase the amount of electricity you use (e.g. if you plan to install a spa pool or other equipment which uses a significant amount of electricity).

### **Protection against surges or spikes**

114. <sup>79</sup>Surges or spikes are momentary fluctuations in voltage or frequency and are not treated as interruptions. We strongly recommend that you install Surge Protection Devices for sensitive equipment like computers,

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<sup>78</sup> Code, clause 21.2 [to be aligned with model distribution agreement].

<sup>79</sup> Code, clause 12.4.

microwaves, video recorders, televisions and other electronic devices. Contact your electrician or manufacturer for information about how to guard against surges, spikes and other fluctuations.

115. We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

### **Connections, disconnections and reconnections**

116. Only a Qualified person may connect, disconnect, or reconnect your Premises to the Network.
117. If you are making a new connection, or asking for a reconnection after 6 months or more of being disconnected, you need to obtain the appropriate certification from a licensed electrical inspector, or other approved service providers. You must pay any costs associated with certification. Please call us if you would like any advice. Our contact details are set out on page [ ].
118. If you would like your Premises to be permanently disconnected, you must:
- 118.1 Give us at least 4 Working Days' notice prior to the date on which you wish to be disconnected; and
  - 118.2 Allow us access to your Premises in accordance with **clause 100.11**.
119. If you would like your Premises to be temporarily disconnected (for example to allow you to carry out building work or maintenance to the Premises), you must:
- 119.1 Give us at least 2 Working Days' notice of the date on which you wish to be disconnected and reconnected; and
  - 119.2 Pay any costs associated with the temporary disconnection and reconnection.

### **Safety**

120. <sup>80</sup>Please contact us[, or the Distributor,] if you become aware that any equipment relating to your electricity supply is defective, damaged or causing a hazard. Our contact details are set out on page [ ]. If you do not know how to contact your Distributor, please ask us.
121. <sup>81</sup>You are responsible for maintaining your Customer Service Lines. Please contact us if your Customer Service Lines need to be repaired as we may be willing to provide this service. If we agree to repair your Customer Service Lines, we will be entitled to charge for this service and we will advise you of the cost involved before we carry out the repair.
122. Please contact us before you demolish or remove any buildings on your Premises, so we can permanently disconnect the power supply from those buildings. Our contact details are set out on page [ ].

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<sup>80</sup> [to be aligned with model distribution agreement]

<sup>81</sup> Paragraph 30 of the Guidelines.

# OUR SUPPLY OF ELECTRICITY TO YOU

## Our promise to supply

123. <sup>82</sup>We will supply electricity to your Premises at quality and reliability levels in accordance with current laws including the Electricity Governance Regulations and Rules <sup>83</sup>and technical electrical codes of practice.
124. <sup>84</sup>Electricity will be supplied at your Point of Connection at within 6% of 400/230 volts and within 1.5% of 50 Hertz alternating current (excluding momentary fluctuations), and in accordance with any relevant legislative requirements.
125. You need to be aware that your supply of electricity may be interrupted or disconnected for a variety of reasons, which we set out for your information in **clauses 126 to 132**.

## Technical interruptions

126. Your supply may be interrupted by us or the Distributor:
- 126.1 To maintain, replace, or install equipment owned by us or the Distributor, or related to the Network;
  - 126.2 To upgrade the quality of supply to your Premises or surrounding area and to connect new customers and subdivisions that depend on the same Network assets as your Point of Connection;
  - 126.3 To protect persons or Premises;
  - 126.4 For any other health and safety reasons;
  - 126.5 To comply with proper instructions from the Distributor (where we interrupt your supply), Transpower, the Electricity Commission, or any regulatory authority;
  - 126.6 To maintain the safety and security of the Network in order to:
    - a. maintain a safe environment;
    - b. prevent unexpected short term overloading of the Network;
    - c. prevent voltage levels rising or falling outside statutory requirements;
    - d. preserve the security of the Network or avoid or mitigate damage to the equipment of any person connected to the Network;
  - 126.7 Where we or the Distributor are called upon by a relevant authority through a regionally or nationally co-ordinated process to ration electricity in response to an anticipated shortage of electricity; or

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<sup>82</sup> Paragraph 31 of the Guidelines [to be aligned with model distribution agreement]

<sup>83</sup> Code, clause 12.3.

<sup>84</sup> Paragraph 31 of the Guidelines [to be aligned with model distribution agreement]

- 126.8 If an act, event, omission or accident beyond our control causes such interruption. Examples of such an act, event, omission or accident include an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid, generator or Network failure, your acts or omissions or any defect or abnormal conditions in or about the Premises.
127. Before we or the Distributor interrupt your supply for any of the reasons in **clauses 126.1 or 126.2**, we, or your Distributor, will give you at least 4 days' notice of the time and expected duration of the outage<sup>85</sup>. Notice will be given in accordance with **clause 147**. In the case of any interruption for any of the reasons set out in **clauses 126.3 to 126.8**, we will notify you as soon as reasonably practicable of the time and expected duration of the interruption.<sup>86</sup>
128. <sup>87</sup>If your supply is interrupted for any reason including the reasons set out in **clause 126** we will restore your supply as soon as reasonably practicable.

### **Disconnections for non-payment<sup>88</sup>**

129. You may be disconnected if you do not pay in full, by the due date, any amounts you owe us in relation to the supply of electricity to your Premises<sup>89</sup>. This applies to any of our invoices, including those based on a reasonable estimate of your likely electricity use under **clause 40**.
130. Our right to disconnect you under **clause 129** is limited as follows:
- 130.1 If you have not paid part or all of our invoice because, in good faith, you dispute it, and you have told us why you dispute it, we will not disconnect you or commence credit recovery action<sup>90</sup> before the dispute resolution process has been completed<sup>91</sup>. However, if we reasonably consider that your dispute is frivolous or vexatious, we may disconnect you;
- 130.2 If you have not paid the undisputed part of our invoice (if any), then we may disconnect you in relation to this unpaid amount; and
- 130.3 In the case of an invoice based on a reasonable estimate of your likely electricity use under **clause 40** we will only disconnect if it is fair and reasonable to do so in the circumstances<sup>92</sup>.
131. If you are disconnected for non-payment, you must still pay:
- 131.1 Any amounts you owe us including reasonable costs incurred in recovering your debt to us; and

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<sup>85</sup> Code, clause 20.1 [to be aligned with distribution agreement].

<sup>86</sup> Paragraph 32 of the Guidelines.

<sup>87</sup> Paragraph 33 of the Guidelines [to be aligned with distribution agreement]

<sup>88</sup> Code, clause 18.1 requires Retailers to set out the conditions under which consumers may be disconnected.

<sup>89</sup> Code, clause 18.2.

<sup>90</sup> Code, clause 18.4.

<sup>91</sup> Code, clause 18.4.

<sup>92</sup> Code, clause 18.6.

- 131.2 Any charges for services (such as the fixed Line charges) that continue to accrue after your electricity supply is disconnected.

### **Disconnection for other reasons<sup>93</sup>**

132. You may be disconnected if:
- 132.1 *Theft*: There is reasonable evidence of electricity theft;
  - 132.2 *Wilful Damage*: There is reasonable evidence of wilful interference or damage by you to any equipment relating to the supply of electricity to your Premises, in breach of **clause 97**;
  - 132.3 *Generation*: You generate electricity at your Premises and send it into the Network without the Distributor's prior consent in breach of **clause 107**;
  - 132.4 *Use of Lines*: You send signals or other communications through the Network in breach of **clause 106**;
  - 132.5 *No access*: Over a continuous period of [ ] days, you prevent us or the Distributor from coming onto your Premises for any of the reasons set out in **clause 100**;
  - 132.6 *Interference*: You use electricity at your Premises in a way that interferes with the quality of the electricity supplied to others, or interferes with the Network, and you do not stop the interference as soon as you become aware of it;
  - 132.7 *Application criteria*: You move into Premises we supply and apply to join us, but do not meet our application criteria;
  - 132.8 *Emergency access*: If you deny immediate access to your Premises for us or the Distributor under **clause 101.4**;
  - 132.9 *End of contract*: This contract is terminated and you have not switched to another Retailer; or
  - 132.10 *Safety reasons*: Disconnection is required for safety reasons, including where trees, vegetation or other obstacles are close to or touching Lines or related equipment so as to create an immediate danger.

### **Notices of disconnection**

133. Except in the case of agreed or emergency disconnections<sup>94</sup>, we will provide for<sup>95</sup>:
- 133.1 At least 7 days' notice of warning of disconnection before any disconnection;
  - 133.2 A further 3 days for the delivery of the notice (if given by post);

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<sup>93</sup> Code, clause 18.1. [to be aligned with model distribution agreement]

<sup>94</sup> Code, clause 18.7.

<sup>95</sup> Code, clause 18.7. [to be aligned with model distribution agreement]

- 133.3 A final warning no less than 24 hours nor more than 7 days before the disconnection. The final warning must provide the timeframes for disconnection. This will be a separate notice to the one provided at least 7 days prior to disconnection and can be provided via telephone, telegram, or post;
- 133.4 If disconnection is not prevented by you and not completed within the timeframes notified we will issue another final warning no less than 24 hours nor more than 7 days before disconnection.<sup>96</sup>
134. <sup>97</sup>We will take all reasonable steps to ensure that you actually receive a final warning, described in **clause 133**.
135. <sup>98</sup>Any warning or notice of disconnection will include information about:
- 135.1 The reasons for the disconnection;
- 135.2 Our dispute resolution processes;
- 135.3 Details of how you can avoid disconnection, including where applicable, where and how you can pay the amount owing;
- 135.4 The fee for reconnecting you (including explicit information about the additional charges, for example any disconnection fee or attendance fee, over and above the payment of unpaid invoices, that will apply)<sup>99</sup>; and
- 135.5 Our policies that may help you manage your payments if you are having difficulty paying our invoices.

### **Disconnection charges**

136. <sup>100</sup>Our charges relating to disconnections and reconnections are set out in our fee schedule, which is available by:
- 136.1 Calling us and we will post it to you. Our contact details are set out on page [ ]; or
- 136.2 Visiting our web site at [ ].
137. <sup>101</sup>Any fee we charge in relation to a temporary disconnection and/or reconnection will be no more than the amount required to meet the costs we incurred in the disconnection and/or reconnection.

### **Reconnection**

138. Before we reconnect you, we may require you to:
- 138.1 Pay all amounts you owe us, subject to **clause 47**, including any fees (as set out in our fee schedule), which may include a disconnection and reconnection fee;

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<sup>96</sup> Code, clause 18.7. [to be aligned with model distribution agreement]

<sup>97</sup> Code, definition of "Provide a Final Warning".

<sup>98</sup> Code, clause 18.10.

<sup>99</sup> Code, clause 18.8.

<sup>100</sup> Code, clause 18.8.

<sup>101</sup> Code, clause 18.9.

- 138.2 Pay any collection costs we incurred in obtaining payment of the amounts you owed us;
  - 138.3 Agree on a satisfactory method for paying future charges;
  - 138.4 Provide a Bond under **clause 65**; and
  - 138.5 Provide a certificate that meets the requirements of **clause 117**.<sup>102</sup>
139. <sup>103</sup>Once you have satisfied the requirements for reconnection we will restore your electricity supply as soon as reasonably practicable.

## **LIABILITY AND COMPENSATION**

### **Consumer Guarantees Act 1993**

140. The Consumer Guarantees Act 1993 (CGA) applies if you buy electricity or electricity supply services for personal, domestic or household use, not for use in trade or a manufacturing or production process. The CGA therefore applies to both electricity Retailers and Distributors.
141. The CGA gives you the benefit of various guarantees, including:
- 141.1 That our electricity is of acceptable quality, and is fit for the purposes for which you buy it; and
  - 141.2 That we will provide our services to you with reasonable care and skill.
142. If we breach any of these guarantees, your rights of redress are set out in the CGA.

### **Other matters**

143. We and you are both liable for the actions or inactions of our respective officers, employees and agents.
144. Our liability to each other under **clauses 140 to 143** is in addition to any other amounts we may owe each other.

### **Compensation from Distributor**

145. <sup>104</sup>As explained in **clauses 156 to 159**, we contract with your Distributor to deliver electricity to your Premises. To achieve a better quality and reliability of service for you, we encourage Distributors to give service guarantees.
146. <sup>105</sup>As these guarantees are for your ultimate benefit, we will pass on to you, as a credit in your next invoice from us, any payments we receive from the Distributor (less our reasonable administrative costs) for a failure

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<sup>102</sup> [To be aligned with model distribution agreement]

<sup>103</sup> Paragraph 34 of the Guidelines [to be aligned with model distribution agreement]

<sup>104</sup> Paragraph 35 of the Guidelines.

<sup>105</sup> Paragraph 35 of the Guidelines.

by the Distributor to satisfy any guarantees they give us in relation to its services.

## NOTICES

147. A notice from us to you may be:
- 147.1 Delivered to the address to which you asked us to send notices;
  - 147.2 Posted to your last known postal address;
  - 147.3 Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or
  - 147.4 Faxed to your last known fax number, if you have agreed to have notices delivered in this manner.
148. To ensure you receive the notices we send please update us with your contact details should they change.
149. Subject to **clauses 28** and **147** and provided we also comply with **clause 127** where appropriate, we may give you notice by placing a notice in your local newspaper and posting information on our web site at [www.[*retailer*].co.nz] to inform you of:
- 149.1 Any planned interruption or disconnection of electricity supply; or
  - 149.2 Any changes to the terms and conditions of this contract.
150. <sup>106</sup>Notice of any change to our frequency of invoicing under **clause 34**, frequency of Meter reading under **clause 93**, or disconnection under **clause 129** will be given under **clause 147**.
151. We are entitled to assume that a notice from us has been received by you:
- 151.1 On the day it was delivered to the address to which you asked us to send notices;
  - 151.2 3 days after it was posted to your last known postal address;
  - 151.3 The day after it was transmitted to your last known email address or fax number; or
  - 151.4 On the day after it was published on our web site, or the notice appeared in your local newspaper.

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<sup>106</sup> Code, clause 10.2. Note: The amended Code requires that changes to the frequency of billing and meter reading must be individually communicated in writing.

# TERMINATION

## Termination

152. <sup>107</sup>This contract may be terminated:
- 152.1 By you providing us with [ ] days' notice;
  - 152.2 By you switching to another Retailer;
  - 152.3 Immediately by you becoming a business customer rather than a domestic customer;
  - 152.4 If either of us breach this contract in a material way.
153. On or before termination:
- 153.1 A final Meter reading is required in accordance with **clause 95**;
  - 153.2 You must contract with another Retailer or you may be disconnected;
  - 153.3 If you do not contract with another Retailer, you must stop using electricity and any of our other services; and
  - 153.4 You must pay in full any amounts you owe us.

## Your responsibilities continue

154. Your responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include your obligation to pay all amounts you owe us and provide access for us or the Distributor to remove equipment related to the supply of electricity.

## Our responsibilities continue

155. Our responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include our obligation:
- 155.1 To pay all amounts we owe you. For example, we may be required to repay your Bond under **clause 70**;
  - 155.2 To return your keys or transfer them to another Retailer in accordance with our policies, which are available on our web site and will also be sent to you if you contact us. Our contact details are set out on page [ ].

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<sup>107</sup> Paragraph 36 of the Guidelines [to be aligned with model distribution agreement]

## DISTRIBUTOR

156. We contract your Distributor to distribute electricity across its Network to your Premises.
157. <sup>108</sup>Your Distributor owns, operates and maintains most of the Lines and related equipment in your area up to the point where your Premises connects to its Network. This is also shown in the foreword.
158. We are responsible for making sure that your Distributor meets its obligations in distributing electricity to your Premises. The rights of the Distributor under this contract are for the benefit of, and enforceable by, the Distributor in accordance with the Contracts (Privity) Act 1982.
159. If you have a problem with your Lines or related equipment, please contact us. Our contact details are set out on page [ ].

## COMPLAINTS

### Making a complaint

160. We are committed to giving you the best possible service. If something is not right, please call us on [0800 *telephone*]. We will do our best to put it right as quickly as possible.
161. If you remain unsatisfied, please contact our [*complaints resolution officer*] by [*Retailer to insert details including in writing, by phone, face to face, hand delivery, facsimile, email etc*<sup>109</sup>].<sup>[Delete if not applicable]</sup>
162. Our complaints resolution process is free and committed to delivering fair and effective outcomes in good faith<sup>110</sup>. A written copy of our processes is available on our web site or by contacting us. We aim to meet the standards required by the Electricity and Gas Complaints Commissioner Scheme, of which we are a member.<sup>[Delete if not applicable]</sup>
163. <sup>111</sup>You will be treated courteously and with respect. Our [*staff*] are trained in dealing with complaints. Our [*staff*] will acknowledge your complaint within [2] Working Days (excluding time for delivery) and inform you of the steps to be taken to reach a resolution. In some cases, we may ask you to put your complaint in writing to help us better resolve your complaint.
164. <sup>112</sup>We review our complaints resolution process regularly to make sure it is delivering fair and effective outcomes for our customers.

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<sup>108</sup> Code, clauses 21.1 and 21.2

<sup>109</sup> Clause 23.2 of the Code requires that complaints must be accepted in any reasonable form.

<sup>110</sup> Code, clause 23.1.

<sup>111</sup> Code, clause 23.3.

<sup>112</sup> Code, clause 23.4.

## Taking your dispute to the Electricity and Gas Complaints Commissioner

113 [Delete if not applicable]

165. You may refer your dispute to the Electricity and Gas Complaints Commissioner if:
- 165.1 You are unhappy with the way we propose to resolve your dispute;
  - 165.2 Your dispute is not resolved within 20 Working Days of receiving it and we have not written to you explaining why we need further time; or
  - 165.3 Your dispute is not resolved within 40 Working Days of receiving it.
166. You can contact the Office of the Electricity and Gas Complaints Commissioner:
- Electricity and Gas Complaints Commissioner  
PO Box 6144  
Wellington  
Freephone: 0800 22 33 40  
Freefax: 0800 22 33 47  
Email: [info@electricitycomplaints.co.nz](mailto:info@electricitycomplaints.co.nz)  
Website: [www.egcomplaints.co.nz](http://www.egcomplaints.co.nz)

### General

167. <sup>114</sup>While the Electricity and Gas Complaints Commissioner Scheme's disputes resolution process is free, you can also choose to take your complaint to the Disputes Tribunal or through the court system.
168. Within 10 Working Days of resolving any dispute about our charges, we will credit your Account with any amount we owe you, or you will pay us any amount you owe us, unless agreed otherwise.

## ABOUT THIS CONTRACT

169. <sup>115</sup>Subject to **clause 28** and **clause 150**, we may change part or all of this contract by giving you at least 30 days' notice under **clause 147 or 149**, in which we will explain the reasons for the changes.
170. This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.
171. If any terms or conditions of this contract are ruled invalid in court, it will not affect the rest of this contract.
172. <sup>116</sup>You are responsible for paying for the services in this contract and for making sure your contractual obligations are met.

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<sup>113</sup> Code, clause 23.4.

<sup>114</sup> Code, clause 23.3.

<sup>115</sup> Code, clause 10.1

<sup>116</sup> Code, clause 14.1.

173. We can transfer or assign all or any of our rights and obligations under this contract to someone else. <sup>117</sup>We will notify you of such a transfer or assignment in accordance with **clause 147**. We can also subcontract or delegate all or any of our obligations. If you are not happy with the party performing our obligations, you may switch to another Retailer or terminate this contract.
174. You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.
175. The foreword set out on pages iii to vii (inclusive) does not form part of this contract.
176. In the event of any conflict between this contract and the Code, the Code prevails.<sup>118</sup> You can obtain a copy of the Code from the Office of the Electricity and Gas Complaints Commissioner's web site ([www.electricitycomplaints.co.nz](http://www.electricitycomplaints.co.nz)) or we will send you a copy if you contact us. Our contact details are set out on page [   ].<sup>[Delete if not applicable]</sup>

## DEFINITIONS

**Account** means your customer account with us for the provision of electricity or electricity supply services in respect of your Premises;

**Appliance** means any appliance that uses, or is designed or intended to use electricity, whether or not it also uses, or is designed or intended to use, any other form of energy;

**Authorised Tradesperson** means any person who is authorised under the Electricity Act 1992 to do prescribed electrical work;

**Bond** means a sum of money we collect from you and hold as security against non-payment by you of our invoices;

**Code** means the Electricity Consumer Code of Practice which comprises Schedule C of the constitution for the Electricity and Gas Complaints Commissioner Scheme;

**Customer Service Lines** means those lines that convey electricity between your Point of Connection and your Premises;

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<sup>117</sup> Paragraph 37 of the Guidelines.

<sup>118</sup> Code, clause 7.2

**Distributor** means a person who supplies Line Services to any other person or persons (and includes the Distributor's representatives or contractors);

**Electricity Commission** means the body continued under subpart 1 of Part 15 of the Electricity Act 1992;

**Electricity and Gas Complaints Commissioner Scheme** means the Scheme set up under the Office of the Electricity and Gas Complaints Commissioner to provide a free and independent dispute resolution service for complainants that is binding on its members;

**Electricity Governance Regulations and Rules** means the Electricity Governance Regulations 2003, and any other regulations made pursuant to subpart 2 of part 14 of the Electricity Act 1992, and the rules called the Electricity Governance Rules made by the Minister of Energy under section 172H of the Electricity Act 1992 by notice published in the *Gazette*, as may be amended from time to time;

**Grid** means the assets used or owned by Transpower for the purpose of conveying electricity;

**Lines** means works that are used or intended to be used for the conveyance of electricity and includes Customer Service Lines;

**Lines Services** means:

- a. the provision and maintenance of works for the conveyance of electricity; and
- b. the operation of such works, including the control of voltage;

**Meter** means a meter that measures the electricity used and includes all associated wiring and equipment;

**Network** means Lines (other than Customer Service Lines), equipment and plant that is used to convey electricity between the Grid and your Point of Connection;

**Office of the Electricity and Gas Complaints Commissioner** means the body that provides an independent overview of the Electricity and Gas Complaints Commissioner Scheme;

**Point of Connection** means a point where electricity may flow to or from your Premises;

**Premises** means the site to which electricity is supplied or is to be supplied to a consumer;

**Public Holidays** means Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday and Labour Day;

**Qualified** means legally qualified and also authorised by the Distributor;

**Retailer** means a person who supplies electricity to another person for any purpose other than for resupply by the other person (and includes us or another retailer and any representatives or contractors of a retailer);

**Surge Protection Device** means a device designed to protect electrical equipment from voltage surges;

**Transpower** means Transpower New Zealand Limited or any subsidiary of, or successor to, that company;

**We, us, our** means [*name of Retailer*] (and includes our representatives or contractors);

**Working Day** means any day of the week other than Saturday, Sunday, and Public Holidays; and

**You, your** means you; a person who is supplied or who applies to be supplied with electricity by a Retailer and, if more than one person is supplied with electricity by the Retailer, means those people.

# **SCHEDULE 1: PAYMENT FOR ELECTRICITY YOU SEND INTO THE NETWORK [OPTIONAL]**

## **A. INTRODUCTION**

### **Overview**

1. This Schedule sets out:
  - a. the circumstances in which we are willing to pay you for electricity which you generate at your Premises and send into the Network; and
  - b. the terms and conditions which apply in these circumstances.

### **When this Schedule applies**

2. This Schedule will only apply if each of the following criteria are met:
  - a. We supply you with electricity on the terms of this contract.
  - b. The electricity you wish to receive payment for is to be generated by equipment located at the Premises to which such contract relates and such equipment is capable of generating no more than 40,000 kilowatt hours over a year (called in this Schedule your "Generation Equipment").
  - c. You have a contract with your Distributor which permits you to connect your Generation Equipment to the Network and to send electricity from such equipment into the Network (called in this Schedule a "Connection Contract").
  - d. You have applied to us to receive payment for electricity you send into the Network from your Generation Equipment and we have accepted your application. You can obtain a copy of our application criteria by [retailer to specify methods, e.g. telephoning us on ... / writing to us at ... / visiting our website www. ...].

### **How to arrange a Connection Contract and how to apply to us**

3. To arrange a Connection Contract, you need to contact your Distributor. Your Distributor's details are set out on page [ ].
4. You can apply to us by completing a [*domestic generation*] application form and sending it to us at [*address*]. We will respond by [*Retailer to insert method of response*] within [ ] Working Days after we receive your application.
5. If we accept your application, this Schedule will come into effect as part of your contract with us.

### **B. TERMS AND CONDITIONS**

#### **Payment for electricity you send into the Network**

6. We will pay you for electricity you send into the Network from your Generation Equipment (called in this schedule your "Exported Electricity") on the terms and conditions of:
  - a. this Schedule; and
  - b. the main body of this contract, to the extent relevant and as modified by this Schedule.
7. We are not obliged to perform our obligations in this Schedule if:
  - a. you no longer meet one or more of the criteria in clause 2(a), (b) or (c) of this Schedule; or
  - b. you materially breach your Connection Contract.

To avoid doubt, this contract may also be terminated in accordance with clause 152 of the main body of this contract.

#### **Meters**

8. You are not entitled to payment for your Exported Electricity unless you have a meter at your Premises to measure your Exported Electricity (called in this schedule an "Export Meter").
9. If you do not have an Export Meter at your Premises, we will arrange for one to be installed. You may not install an Export Meter yourself.

10. We will choose the appropriate Export Meter and charge you for the installation of that Export Meter.
11. For the purposes of this Schedule, references to "Meter" and "Meters" in **clauses 8, 21.2, 21.7, 25, 76, 78 to 97, 99, 100.3, 101.3, 150 and 153.1** of the main body of this contract shall be read as references to "Export Meter" and "Export Meters" respectively.

### **Our prices**

12. You are entitled to the price in the price plan which applies to you for your Exported Electricity. You can get a copy of the price plan which applies to you by:
  - a. calling us and we will post it to you. Our contact details are set out on page [ ]; or
  - b. visiting our website at [ ].

### **Invoices and payment**

13. **Clauses 34 to 63** of the main body of this contract set out the provisions for monthly invoices and payment for your electricity use and our other charges. Those clauses also apply, to the extent relevant and as modified by this Schedule, in respect of your Exported Electricity.
14. If your Export Meter has not been read for the month to be covered by an invoice, we will make a reasonable estimate of the quantity of your Exported Electricity during the month.
15. If the quantity of your Exported Electricity shown on our invoice is based on an estimate, we will say so on our invoice. If you ask, we will explain the basis of our estimate.
16. Each invoice for your electricity use will also show:
  - a. your actual or estimated Exported Electricity during the month; and
  - b. the amount you are entitled to for that electricity under your price plan.

17. If our charges to you for the month exceed the amount you are entitled to for your Exported Electricity during the month, you will pay us the excess. Our invoice will set out the amount you have to pay.
18. If the amount you are entitled to for your Exported Electricity during the month exceeds our charges to you for the month, we will pay you the excess. Our invoice for the month will be a credit invoice and will show the amount we will pay you. We will pay you that amount within [x] Working Days of the end of the month by (the choice is yours):
  - a. crediting your Account with us;
  - b. sending you a cheque; or
  - c. paying you by direct credit to your nominated bank account.

#### **Problems with Lines or equipment**

19. We are not responsible for problems with your Lines or related equipment which affects your Generation Equipment or your ability to send electricity into the Network. If you have such problems, please contact your Distributor.

#### **Definitions and interpretation**

20. **Definitions:** Capitalised terms in this Schedule which are not defined below have the meanings given in the "Definitions" section of the main body of this contract (page [ ]). In addition:
  - Connection Contract** has the meaning given in clause 2(c) of this Schedule; 1
  - Exported Electricity** has the meaning given in clause 6 of this Schedule;
  - Export Meter** has the meaning given in clause 8 of this Schedule; and
  - Generation Equipment** has the meaning give in clause 2(b) of this Schedule.
21. **Interpretation:** If there is any inconsistency between this Schedule and the main body of this contract, this Schedule will prevail.