

MODEL DOMESTIC CONTRACT FOR DELIVERY ONLY

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, which is 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.
- Certain clauses in the model contract have been included to reflect the Guidelines for Domestic Contracts for Delivery Only (see appendix B1 of the Commission's August 2005 paper "Domestic Consumer Contracts and Distributed Generation: Guidelines and Model Contracts") ("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 vi does not form part of this contract.

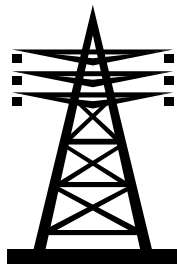
About the Electricity System

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.



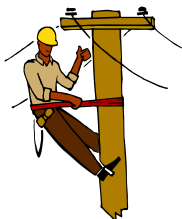
TRANSMISSION:

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



LOCAL NETWORK:

Your Premises are connected to our 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. Our Network is owned by [].



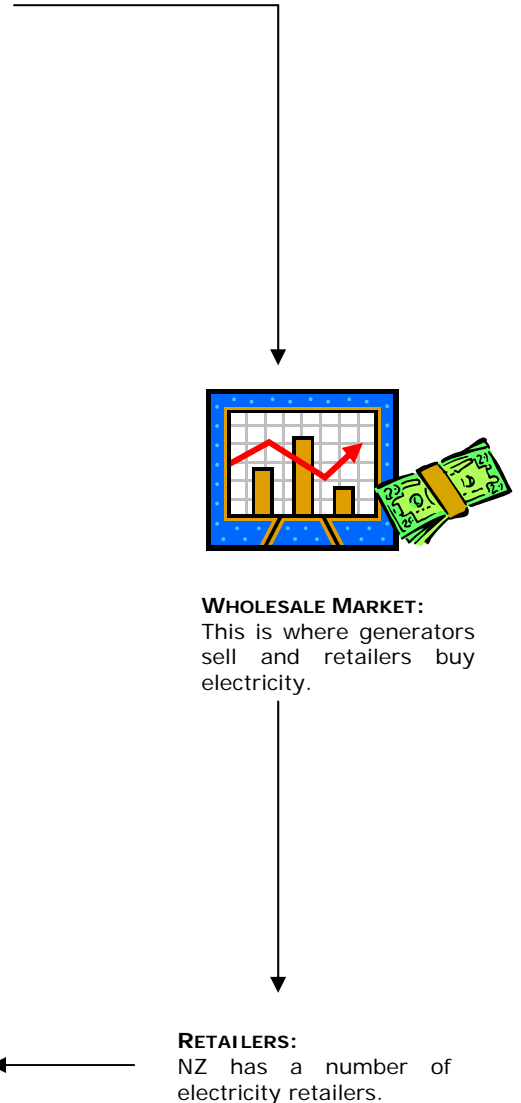
POINT OF CONNECTION:

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 LINES COMPANIES DO

We do *not* sell electricity – Retailers do this. We distribute electricity to your Premises. We respond to unplanned interruptions and outages to your power supply. We investigate and remedy problems associated with the quality of your power supply.

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 distribute electricity to your premises. Your main promise is to pay for that service. The other promises we exchange are summarised below:

Us

Distribution: We will distribute electricity to your Point of Connection (see clauses 111 to 113)

Faults: We will repair any faults on our Network, as quickly as possible. (see clause 23.5).

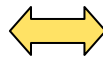
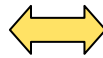
Prices: We will give you at least 30 days' notice before increasing our prices (see clause 30)

Invoices: We will arrange for accurate invoices to be sent to you (see clauses 33 to 39)

Standards: We aim to meet certain minimum performance standards (see clause 23 or list)

Complaints Resolution: We will provide a free and fair dispute resolution process (see clause 144)

Interruptions: Your supply may be interrupted for a variety of reasons. (see clause 114).



You

Address: You will give us the correct address of where you want power delivered to (see clause 15)

Access: You will give us reasonable access to your Premises at reasonable times (see clauses 88 to 93)

Retail contract: You will have an agreement with a Retailer covering your electricity supply. (see clause 7)

Payment: You will pay invoices on time (see clause 43)

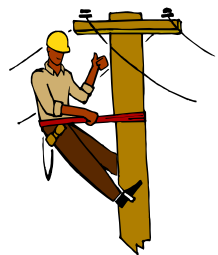
Standards: You will make sure your wiring and equipment comply with the relevant legislative and regulatory requirements and the relevant Network distribution code and do not interfere with our Network (see clauses 96 to 98)

Safety + Special Needs: You will use electricity safely and will inform us of any hazards or special needs you may have (see clauses 101 to 108)

Surges: You should protect any sensitive equipment, like computers and TVs, against surges and fluctuations (see clauses 102 to 103)

No Tampering: You will not tamper with our equipment (see clauses 85 to 87)

Decommissioning: You will give us [] days notice if you are going to permanently disconnect your Premises from our Network (see clause 106)



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

Lines Prices and Service

We are the Lines Company in your area.

Our prices and quality are assessed by the Commerce Commission for compliance with its thresholds regime (under Part 4A of the Commerce Act 1986). The Commerce Commission has set two thresholds – a price path threshold and a quality threshold. If we breach either of these thresholds the Commerce Commission may investigate us further to determine whether or not to declare control. If control is declared, the Commerce Commission may control the prices, revenue or quality of our services.

Any price reductions we make should be passed on to you by your Retailer.

We are also expected to deliver the level of reliability on our Lines set out in the performance commitments in this contract, together with a commercial return to our shareholders.

We are owned by *[insert details]*.

[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 Scheme:

- Go to **www.egcomplaints.org.nz**; or
- Call the Citizens' Advice Bureau on **0800 36 72 22]**

THE CONTRACT

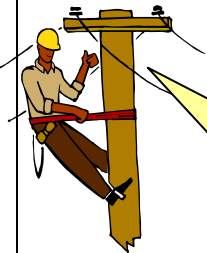
LINES COMPANY'S WELCOME – ABOUT US

[Space for marketing pitch by lines company.]

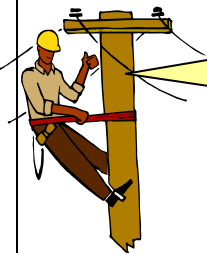
- Who we are
- How to make contact with us

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

- Other (marketing) information about us



Be smart – use surge and spike protectors on sensitive appliances and insure the goods in your freezer



BE SAFE.
Treat all Lines as live at all times.
In an emergency dial 111.

HOW TO BECOME OUR CUSTOMER

How to apply

1. ¹A contract between us is formed and you will be liable to pay our charges:
 - 1.1 when we accept your application to receive Lines Services;
or
 - 1.2 when you first receive Line Services after you have received notice that these are the terms and conditions on which we are prepared to provide Lines Services to you,²whichever comes first.
2. ³If your application is accepted (or you receive Lines Services from us after you have received notice that these are the terms and conditions on which we are prepared to provide Lines Services to you) you will be bound by these terms and conditions.
3. ⁴Once a contract is formed, all Lines Services provided by us to you at your Premises prior to formation of the contract are deemed to be covered by the contract and you will be liable to pay our charges for those Lines Services in accordance with these terms and conditions.
4. ⁵Upon you becoming our customer we will provide to you, in accordance with **clause 133** of this contract, a summary of the terms of our contract with you. This summary will include details of such matters as:
 - 4.1 our performance commitments and compensation if we do not achieve these;
 - 4.2 our prices and fees for our services (including any disconnection or reconnection charge) and the period for which these will remain valid;
 - 4.3 any payment options for our service fees and any discount for prompt payment;
 - 4.4 rights in respect of access to your Premises (including our obligations when exercising these rights);
 - 4.5 any limitations of our liability to you if we breach our contract with you;

¹ Paragraph 3 of the Guidelines.

² Code, clause 14.1, paragraph 2.

³ Paragraph 3 of the Guidelines.

⁴ Paragraph 4 of the Guidelines.

⁵ Paragraph 5 of the Guidelines.

- 4.6 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.

If you are moving

5. If you are moving, you must give [us]/[your Retailer] notice in advance of such a move.
6. Before you move you must give [us]/[your Retailer] a new address, or a forwarding address.

Our role

7. Our role is to distribute electricity to your Premises. Your Retailer sells you the electricity.
8. For any issues relating to faults, new connections on our Network, or technical aspects of your connection, please contact us. Our contact details are set out on page [].
9. If we invoice you directly for our services, please contact us with any queries about your invoice. Our contact details are set out on page [].
10. In many cases our charges are included in the Retailer's invoice. If this is so, please contact your Retailer with any queries about your invoice.

[Note: already covered by clauses 5 and 6.]

More than one person on the same Account

11. 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.
12. 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 138 and 139**.
13. When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.
14. 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

15. When you become our customer you will provide us (normally via your Retailer) with certain information – for example, where you want electricity supplied to, how we can contact you, and where invoices are to be sent. Your Retailer will request this information on our behalf when you apply to join.
16. You agree that we can rely on the information you gave your Retailer that is provided to us by your Retailer. Please tell your Retailer promptly when any of this information changes.
17. ⁶We may use any information we collect and hold about you for any or all of the following purposes:
 - 17.1 To supply Lines Services to you;
 - 17.2 To invoice you (if our charges are not included in your Retailer's invoice);
 - 17.3 To carry out credit checks or debt collection;
 - 17.4 To send you notices or contact you;
 - 17.5 ⁷If you agree, for market research purposes, as set out in **clause 21.4**;
 - 17.6 To meet the requirements of the Electricity Governance Regulations and Rules and the Electricity and Gas Complaints Commissioner Scheme;
 - 17.7 To meet the requirements of the operators of the Grid or our owner;
 - 17.8 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;
 - 17.9 [*Lines Company to insert any additional purposes*].
18. We may record telephone conversations with you. We do this to:
 - 18.1 Help train and monitor our customer service staff;
 - 18.2 Confirm our contractual commitments with you; and
 - 18.3 Help resolve any disputes.

Confidentiality

19. Information about you will be held and used by us in accordance with the Privacy Act 1993⁸.

⁶ Code, clause 26.1.

⁷ Paragraph 6 of the Guidelines.

20. 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 contract⁹ by contacting us. Our contact details are set out on page [].
21. ¹⁰We may also disclose information about you to:
- 21.1 Any other person who is a joint customer under this contract;
 - 21.2 Credit reporting and debt collection agencies;
 - 21.3 The Office of the Electricity and Gas Complaints Commissioner in connection with any complaint made by you;
 - 21.4 If you agree, market research companies to carry out market research for us in relation to the services under this contract¹¹;
 - 21.5 The [trust or cooperative] [- *insert as appropriate*] that owns us so that they may pass on rebates or discounts, or prepare electoral rolls of trust beneficiaries;
 - 21.6 The operator of the Grid for the running of the Grid;
 - 21.7 Any person we are required by law to provide with information about you;
 - 21.8 [*Any other third parties*].
22. 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

23. ¹²Subject to **clause 24**, we have set ourselves the following performance commitments for our customers:
- 23.1 **Prompt response:** Time to receive a response from us, if you:
 - Phone: [] seconds until you are speaking to a customer service representative. [Our [24] hour [7] days a week call centre is available to take your calls relating to faults and general enquiries on [*ph number*].]
 - Write: [] Working Days from receipt.

⁸ Code, clause 26.1.

⁹ Code, clause 26.1.

¹⁰ Code, clause 26.1.

¹¹ Paragraph 6 of the Guidelines.

¹² Paragraph 7 of the Guidelines.

Email: [] Working Days from receipt. [Our web site [www.[linescompany].co.nz] is a good source of information about our company and provides a link to send us email.]

23.2 **Invoice Queries:** If we invoice you direct, time to correct any errors in your invoice [or Meter estimates], once notified: [x] Working Days.

23.3 **Prompt Invoices:** The person who sends you invoices will send you an invoice based on an actual reading at least every [x].

23.4 **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): [x] Working Days. The time for 'livening' other new connections will be as agreed between us and you.

23.5 **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.

23.6 **Unexpected interruptions to supply:**

[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]

Unexpected interruptions to your power can happen. After learning of an unplanned outage on our Network, we will restore your power within the times specified above.

23.7 **Planned interruptions to supply:** We will communicate the duration of interruptions to your supply in accordance with **clause 112** and we will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration. Unless you agree otherwise, interruptions to your supply which are planned by us will not exceed [x] minutes in total per annum. Interruptions to your electricity supply which are planned by your Retailer are not subject to this commitment but may be covered in any performance commitment given by your Retailer to you.

23.8 **Investigation of power quality:** We will investigate and respond to you within [x] Working Days of receiving a complaint from you regarding power quality. Such

problems could include momentary voltage fluctuations, flickers, harmonics, voltage imbalances and sags. 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 you are concerned about voltage, we or your Retailer will install equipment at your Point of Connection to measure voltage sags. The number of voltage sags at your Point of Connection (excluding momentary 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.

23.9 **Controlled load outages:** If you have a controlled load pricing option, i.e. a price plan that allows us to remotely control the supply of electricity to some or all equipment in your Premises, we will switch off some of your electrical Appliances (e.g. hot water cylinders and night store heaters) from time to time. We will limit controlled load periods to those set out in our price schedule and respond to controlled load system faults within the timeframes set out in **clause 23.6**, after you have advised us of the problem.

23.10 **Lines Services:** We will ensure that equipment used in the provision of Lines Services will be monitored and maintained in line with good industry practice prevailing in New Zealand.¹³

23.11 **Complaints:** Time to investigate a complaint you may make to us about our services: [5] Working Days.

24. ¹⁴We may be prevented from meeting the performance commitments in **clause 23** 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 government order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, significant Grid or generator failure, your acts or omissions or any defect or abnormal conditions in or about the Premises, or in the circumstances set out in **clauses 114.3 to 114.7**. In these circumstances, we will use our reasonable endeavours to meet the performance commitments as soon as practicable.

25. ¹⁵Subject to **clause 24**, if we fail to meet any of the performance commitments in **clause 23**, we will provide [an appropriate reduction] in your next invoice¹⁶.

¹³ Code, clause 12.1 and 12.3.

¹⁴ Code, clause 25.1 and paragraph 7 of the Guidelines.

¹⁵ Code, clause 12.2 and paragraph 7 of the Guidelines.

¹⁶ Code, clause 12.2 and paragraph 7 of the Guidelines.

The service performance commitments set out in **clause 23** are for your benefit. You will receive a payment for failing to satisfy any of these, even if we pay it to you via your Retailer. The payment should be passed on to you (less any reasonable administrative costs incurred by your Retailer).

OUR PRICES + FEES

Our prices

26. 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 plans¹⁷ for your region by:
- 26.1 Calling us and we will post it to you. Our contact details are set out on page []; or
 - 26.2 Visiting our web site at [].
27. ¹⁸Some price plans may require additional Meters. You may be charged for changes you require to any Meter or other related equipment required for the price plan you choose. We or your Retailer will advise you of any such additional costs when you choose your price plan.
28. If you do not choose a price plan, we or your Retailer will put you on a price plan that we or your Retailer (as the case may be) consider best meets your needs.

Our fees

29. ¹⁹We also charge fees for other services provided under this contract. Our fees are set out in our price schedule, which is available by:
- 29.1 Calling us and we will post it to you. Our contact details are set out on page []; or
 - 29.2 Visiting our web site at [].

Price or fee changes

30. ²⁰We may only increase our prices or fees by giving you at least 30 days' notice unless we have agreed to give you more notice under an alternative pricing plan. We will give you notice:
- 30.1 By [sending you a notice/emailing you/calling you/placing an advertisement in a local newspaper/posting the information on our web site]. [*Lines company to insert how price increase will be communicated. This may depend on the price plan chosen.*]; or
 - 30.2 In accordance with **clause 133** if we increase our prices by more than 5%.²¹

¹⁷ Code, clause 13.1.

¹⁸ Paragraph 8 of the Guidelines.

¹⁹ Code, clause 13.1.

²⁰ Code, clause 11.1.

31. ²²If we increase our prices or fees we will explain the reasons for the increase when we give you notice in accordance with **clause 30**.
32. If we apply a price change between invoices, we may pro rate your charges accordingly in a manner reasonably chosen by us.

INVOICES + PAYMENT

Our invoices

33. We will arrange for an invoice to be sent to you at least every month, unless the price plan you choose provides otherwise²³. We may send you an invoice directly, or our charges may be included in your Retailer's invoice.
34. ²⁴If your price plan includes fixed charges, your invoices will itemise these fixed charges separately.
35. You will be charged according to your price plan, together with any relevant fees incurred under our fees schedule.
36. ²⁵Your invoice may include charges for goods or services you have asked us to provide other than Lines Services. Any of these additional items will be shown separately.
37. ²⁶Where our charges are included in your Retailer's invoice, we will ensure that invoice separately shows both the charges for the electrical energy supplied to you by the Retailer and our charges for distribution of that electrical energy (unless your electricity use is measured by a prepayment Meter and as a result it is impractical to show these charges separately).
- 37A ²⁷Your invoice will set out a 24 hour telephone number which you may call if you think there is a fault or problem in the supply of Lines Services to you.

Estimated invoices

38. Your charges for Lines Services include fixed and variable charges. The variable charge depends on the electricity consumed at your Premises. If your Meter has not been read for the period covered by an invoice, we will make a reasonable estimate of your variable charges for Lines Services during the invoice period.
39. ²⁸If your invoice is based on an estimate, the invoice will say so. If you ask, the person who sent the invoice will explain the basis of the estimate.

²¹ Code, clause 11.2.

²² Code, clause 11.1.

²³ Code, clause 14.1 and paragraph 9 of the Guidelines.

²⁴ Code, clause 14.2 and paragraph 10 of the Guidelines.

²⁵ Code, clause 14.3.

²⁶ Paragraph 11 of the Guidelines.

²⁷ Code, clause 19.1.

²⁸ Code, clause 14.4.

Delivery of invoice

40. Your invoices will be sent to you by your Retailer or us depending on the arrangement we have with your Retailer. Your invoices can be sent by post, or by sending you an email advising that it is available online. Please tell us (if we are invoicing you direct) or your Retailer the:
 - 40.1 Method of delivery you prefer; and
 - 40.2 Physical, postal, or email address you wish to be used.
41. If you are using a prepayment Meter, you will not receive an invoice, unless otherwise agreed.
42. You will be deemed to have received your invoice 3 days after it is posted or the day after it is emailed to you.

Customer to pay invoice

43. ²⁹You must pay an invoice 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.
44. If you think an invoice has an error, please contact the person who sent it to you to clarify any issues.
45. If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.
46. If you part pay an invoice to a Retailer who charges you on our behalf, unless you instruct otherwise or we have agreed otherwise with the Retailer, the amount paid will be applied to the undisputed part of the invoice and will be proportionally split between the undisputed part of your Retailer's charges and our charges.

Important advice

47. You should choose a payment option that enables you to pay your invoice on time, avoid unnecessary fees and take advantage of available discounts.
48. 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. ³⁰The 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.
49. ³¹If you fail to pay your invoice, your electricity supply may be disconnected. This is explained further in **clauses 117 to 119**.
50. ³²If you are having difficulty paying your invoices, please let us or your Retailer (if your Retailer invoices you on our behalf) know. Our contact

²⁹ Code, clause 14.4.

³⁰ Paragraph 13 of the Guidelines.

³¹ Code, clause 18.1.

details are set out on page []. We have policies in place that may help you manage your payments.

Payment options³³

51. You can pay invoices to the person who sent the invoice in a variety of ways [delete any that are inapplicable]:
- 51.1 By direct debit authority;
 - 51.2 By regular automatic payment of a fixed amount;
 - 51.3 By telephone transfer from your bank;
 - 51.4 By charging your credit card;
 - 51.5 By sending us a cheque;
 - 51.6 By paying in advance;
 - 51.7 By internet transfer from your bank account; or
 - 51.8 By paying at one of our authorised collection agents.

Pre-payment option

52. ³⁴If you would like to have more control over the amount you spend on Lines Services, [we]/[your Retailer] will offer a pre-payment option.
53. ³⁵If the prepayment option involves a prepayment meter (i.e. a meter which only allows electricity to flow into your Premises if you have paid for it in advance) and, as a result, your Lines Services will cost more than under other payment options, [we]/[your Retailer] will tell you when you are offered this option.
54. 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.
55. Please contact the person who sends your invoice for advice about the available pre-payment options. ³⁶That person will also tell you the installation costs of the special device.

Fees + discounts

56. ³⁷Some payment options incur service fees. These are set out in our fees schedule which is available on request [or at our web site: []]. Our contact details are set out on page [].
57. We may offer a discount if you pay on time. ³⁸The details of any discount offered will be shown on your invoice.

³² Code, clause 16.1.

³³ Code, clause 16.3.

³⁴ Paragraph 14 of the Guidelines.

³⁵ Paragraph 15 of the Guidelines.

³⁶ Paragraph 16 of the Guidelines.

³⁷ Paragraph 17 of the Guidelines.

³⁸ Paragraph 18 of the Guidelines.

58. Please note that:
- 58.1 The level of any discount may be less if you pay by credit card; and
 - 58.2 If your payment is dishonoured, you may be charged a dishonour fee.

Invoice errors + late invoices

59. If your invoice is based on a Meter reading (not an estimate) and you are over-charged in error³⁹:
- 59.1 You are only liable to pay the correct amount; and
 - 59.2 ⁴⁰You 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.
60. ⁴¹If your invoice is based on Meter readings (not an estimate) and you were under-charged in error, including where the Meter reading was correct but the calculation of the price you were charged was incorrect, you are only liable for the amount that should have been charged⁴², unless you were undercharged 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 or your Retailer (if the Retailer is invoicing you on our behalf) may only recover the amount that should have been charged for the first [2] months you were undercharged and following that we or your Retailer will only recover the amount that we actually charged, unless you contributed to the error, or you could have reasonably been expected to have known about the error.
61. ⁴³If you are sent 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 or your Retailer (if the Retailer is invoicing you on our behalf) will negotiate an appropriate discount with you, so long as you pay other invoices on time. However, the provisions of this clause will not apply to the extent you caused, or contributed to, the late invoicing.
62. ⁴⁴No interest is due on any amounts over-paid or under-paid in relation to incorrect or late invoices.

Payment if Meter is faulty

63. ⁴⁵Sometimes 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:

³⁹ Code, clause 14.1.

⁴⁰ Paragraph 19 of the Guidelines.

⁴¹ Paragraph 20 of the Guidelines.

⁴² Code, clause 14.1.

⁴³ Paragraph 20 of the Guidelines.

⁴⁴ Paragraph 20 of the Guidelines.

⁴⁵ Paragraph 20 of the Guidelines.

- 63.1 Subject to **clause 64**, you are only liable for the Lines Services charge relating to the amount shown on the Meter, which measures the variable 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 charge component of your price plan;
 - 63.2 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.
64. However, if your Meter has been tampered with, you will be invoiced for the Lines Services charge relating to the electricity it is reasonably estimated you are likely to have used. If you ask, we will explain the basis on which the estimate⁴⁶ is calculated, if we sent you the invoice. However, if our charges are included in your Retailer's invoice, please ask your Retailer to explain the estimate if you have any queries.

BONDS

Why a Bond may be needed

65. ⁴⁷For some customers, we [or your Retailer on our behalf] may at any time (at our discretion) require a Bond. A Bond is a sum of money we [or your Retailer] collect from you and hold as security against non-payment by you of invoices. If we [or your Retailer on our behalf] require a Bond the reason for that 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 117 or 120** .
66. Your Bond will be held as security against any amounts invoiced and unpaid under this contract.

⁴⁶ Code, clause 14.4.

⁴⁷ Code, clause 17.1.

67. ⁴⁸If a Bond is required, the Bond must be paid within [x] Working Days of the date the Bond is requested from you.

Amount of Bond

68. ⁴⁹Any Bond will not exceed \$75.
69. ⁵⁰Any Bond will be held in trust on your behalf in a separate account.

Repayment

70. ⁵¹Your Bond will be repaid less any amounts you owe us or your Retailer, within 1 month of the following:
- 70.1 You maintaining a satisfactory payment record and not coming within **clause 65.2 to 65.6** for 1 year (or earlier if we agree); or
 - 70.2 You terminating our supply of Line Services to you,
- whichever is earlier.
71. ⁵²If your Bond is kept for longer than 1 year, you will receive an explanation why.
72. ⁵³Your Bond will be repaid to you, 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

73. A Meter measures how much electricity you use. Meters are required at your Premises.
74. Your Retailer is responsible for the Meters and Meter reading. Contact your Retailer if you wish to:
- 74.1 Change the frequency of your Meter reading;
 - 74.2 Request a Meter reading;
 - 74.3 Read your own Meter; or

⁴⁸ Code, clause 17.1.

⁴⁹ Paragraph 21 of the Guidelines.

⁵⁰ Code, clause 17.1, fifth bullet point.

⁵¹ Paragraph 22 of the Guidelines.

⁵² Code, clause 17.1.

⁵³ Code, clause 17.1, fifth bullet point.

- 74.4 Discuss any other matter related to your Meter or Meter readings (including security arrangements).
75. If you do not have the necessary Meters, your Retailer will arrange for them to be installed. You may not install Meters yourself.
76. Your Meters need to be suitable for the amount of electricity you expect to use and the price plan you choose. Your Retailer will choose the appropriate Meters and may charge you for the installation of those Meters.
77. ⁵⁴We may install, maintain and check Meters and related equipment. 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.
78. ⁵⁵If you do not own your Premises, you must get the owner's permission before any Meter or related equipment is installed.
79. Any Meters or related equipment of ours located on your Premises remains our property. No matter how it is installed no such Meter or related equipment is ever a 'Fixture'. This means no Meter or related equipment of ours becomes part of the Premises. You must not allow any security interest to be created over any Meter or related equipment. We may remove and/or replace any Meters or related equipment at any time and you must provide access as set out in **clause 88.2**, for us to do so.
80. You must ensure that Meters appropriate to your pricing option under these terms and conditions are installed at your Premises.
81. You must, at your expense, take all reasonable steps to protect all Meters and related equipment at your Premises against interference or damage.
82. 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 our Meters or related equipment.
83. You must ensure that our Meters or related equipment are not removed or replaced without our consent.
84. Please notify us or your Retailer as soon as possible if you become aware that any Meters or related equipment are damaged, defective or look unsafe.

Tampering with meters

85. ⁵⁶You 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.
86. ⁵⁷If you are found to be at fault, you will be charged for all reasonable costs incurred in:

⁵⁴ Paragraph 23 of the Guidelines.

⁵⁵ Paragraph 23 of the Guidelines.

⁵⁶ Paragraph 23 of the Guidelines.

- 86.1 Investigating any possible tampering; and
 - 86.2 Any necessary repairs.
87. ⁵⁸If any Meters or related equipment at your Premises have been tampered with:
- 87.1 You will be invoiced for the Lines Services charges relating to the electricity you are reasonably estimated to have used under **clause 38** ;
 - 87.2 We may disconnect your Premises under **clause 120.2** ;
 - 87.3 We may terminate this contract under **clause 138** and refuse to reconnect your supply; and
 - 87.4 We may inform the police.

ACCESS TO YOUR PREMISES

Need for access⁵⁹

88. We may need access to your Premises to:
- 88.1 Turn the electricity supply on or off;
 - 88.2 Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply;
 - 88.3 Read the Meters installed at your Premises;
 - 88.4 Find the cause of any interference with the quality of supply to your Premises or the surrounding area;
 - 88.5 Prevent harm to people or Premises from equipment for which we are responsible;
 - 88.6 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 99**;
 - 88.7 Maintain and protect the operation of the Network;
 - 88.8 Ensure that your obligations under **clauses 94 to 98** are being complied with;
 - 88.9 Comply with any legal obligations for which access is required;
 - 88.10 Ensure compliance with the relevant Network distribution code; and

⁵⁷ Paragraph 23 of the Guidelines.

⁵⁸ Paragraph 23 of the Guidelines.

⁵⁹ Code, clause 22.1.

88.11 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 obligations⁶⁰

89. When access to your Premises is required you must provide us with access:

89.1 That is safe and unobstructed, particularly from any dogs or other animals at your Premises;

89.2 Any time between 8am and 7pm Monday to Saturday, excluding Public Holidays (unless another time is agreed);

89.3 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 are responsible;

c. To protect the Network; or

d. To deal with any other emergency situation involving the electricity supply; and

89.4 On the condition that any representative of ours 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.

90. Except for where you must provide us with immediate access, we will give you notice under **clause 133** of our wish to gain access to your Premises.

91. If any equipment relating to your electricity supply is located behind a locked door or gate, you will need to arrange for us to gain access.

92. ⁶¹If 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:

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

89.2 Visiting our web site at [].

Our remedies if no access⁶²

93. If you refuse to provide or obstruct access as required under **clause 88** :

⁶⁰ Code, clause 22.1.

⁶¹ Paragraph 24 of the Guidelines.

⁶² Code, clause 22.1.

- 93.1 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 [].
- 93.2 Your electricity use may be estimated and you will be invoiced in accordance with **clause 38** ;
- 93.3 We may disconnect you under **clause 120.5**; and/or
- 93.4 If we reasonably believe that there is immediate danger to persons or Premises, we may take reasonable steps to gain access without your permission.

YOUR OTHER RESPONSIBILITIES⁶³

Not to interfere with Network

94. You must not send signals or other communications through the Network.
95. If you wish to generate electricity at your Premises and it is possible to send it into the Network, you must obtain our prior written consent.
96. 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.
97. You must comply with our Network connection standards. You can obtain a copy of these from us on request by:
- 97.1 Calling us and we will post it to you. Our contact details are set out on page []; or
 - 97.2 Visiting our web site at [].
98. You must ensure that your Premises comply with all statutory and regulatory requirements.

Keep Lines clear

99. ⁶⁴We may disconnect supply for safety reasons under **clause 120.9** 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:
- 99.1 comply with the Electricity (Hazards from Trees) Regulations 2003 in respect of any trees that you own that

⁶³ Clauses 94 to 105 reflect the Code, clause 21.3.

⁶⁴ Code, clause 21.2.

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 us;

- 99.2 ensure that any trees or vegetation are kept clear of your own Customer Service Lines so as not to create an unsafe situation; and
 - 99.3 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).
100. 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 us 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).

Increased use

101. 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

102. ⁶⁵Surges 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, 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.
103. We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

Connections, disconnections and reconnections

104. Only a legally qualified person authorised by us may connect, disconnect or reconnect your Premises to the Network.
105. 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

⁶⁵ Code, clause 12.4.

contact us if you would like any advice. Our contact details are set out on page [].

106. If you would like your Premises to be permanently disconnected, you must:
 - 106.1 Give us at least 4 Working Days' notice prior to the date on which you wish to be disconnected; and
 - 106.2 Allow us access to your Premises in accordance with **clause 88.11**.
107. 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:
 - 107.1 Give us at least 2 Working Days' notice of the date on which you wish to be disconnected and reconnected; and
 - 107.2 Pay any costs associated with the temporary disconnection and reconnection.

Safety

108. Please contact us or your Retailer 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 [].
109. ⁶⁶You 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.
110. 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 [].

DISTRIBUTING ELECTRICITY TO YOU

Our promise

111. ⁶⁷We will distribute electricity to your Premises at quality and reliability levels in accordance with current laws including the Electricity Governance Regulations and Rules ⁶⁸and technical electrical codes of practice.
112. ⁶⁹Electricity 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.

⁶⁶ Paragraph 25 of the Guidelines.

⁶⁷ Paragraph 26 of the Guidelines.

⁶⁸ Code, clause 12.3.

⁶⁹ Paragraph 26 of the Guidelines.

113. 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 114 to 120** .

Technical interruptions

114. Your supply may be interrupted:
- 114.1 To maintain, replace or install equipment owned by us;
 - 114.2 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;
 - 114.3 To protect persons or premises;
 - 114.4 For any other health and safety reasons;
 - 114.5 To comply with proper instructions from Transpower, the Electricity Commission, or any regulatory authority;
 - 114.6 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;
 - 114.7 Where we 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
 - 114.8 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 or generator failure, your acts or omissions or any defect or abnormal conditions in or about the Premises.
115. Before we interrupt your supply for any of the reasons in **clauses 114.1 to 114.2** , we will give you at least 4 days' notice of the time and expected duration of the outage⁷⁰. Notice will be given in accordance with **clause 133**. In the case of any interruption for any of the reasons set out

⁷⁰ Code, clause 20.1.

clauses 114.3 to 114.8, we will use reasonable endeavours to notify you as soon as reasonably practicable of the time and expected duration of the interruption.⁷¹

116. ⁷²If your supply is interrupted for any of the reasons set out in **clause 114**, we will restore your supply as soon as reasonably practicable.

Disconnections for non-payment⁷³

117. You may be disconnected if you do not pay in full, by the due date, any amounts you owe in relation to the supply of Lines Services and/or electrical energy.⁷⁴

118. The right to disconnect you under **clause 116** is limited as follows:

118.1 If you have not paid part or all of your 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 action⁷⁵ before the dispute resolution process has been completed⁷⁶. However, if we reasonably consider that your dispute is frivolous or vexatious, we may disconnect you;

118.2 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

118.3 In the case of an invoice based on a reasonable estimate of your likely electricity use under **clause 38**, we will only disconnect if it is fair and reasonable to do so in the circumstances⁷⁷.

119. If you are disconnected for non-payment, you must still pay:

119.1 any amounts you owe us including reasonable costs incurred in recovering your debt to us; and

119.2 any charges for services (such as fixed Line charges) that continue to accrue after your electricity supply is disconnected.

Disconnection for other reasons⁷⁸

120. You may be disconnected if:

120.1 *Theft*: There is reasonable evidence of electricity theft;

120.2 *Wilful Damage*: There is reasonable evidence of wilful interference or damage by you to any equipment relating to

⁷¹ Paragraph 27 of the Guidelines.

⁷² Paragraph 28 of the Guidelines.

⁷³ Code, clause 18.1.

⁷⁴ Code, clause 18.2.

⁷⁵ Code, clause 18.4.

⁷⁶ Code, clause 18.4.

⁷⁷ Code, clause 18.6.

⁷⁸ Code, clause 18.1.

the supply of electricity to your Premises, in breach of **clause 81** ;

- 120.3 *Generation:* You generate electricity at your Premises and send it into the Network without our prior consent in breach of **clause 95** ;
- 120.4 *Use of Lines:* You send signals or other communications through the Network in breach of **clause 94**;
- 120.5 *No access:* Over a continuous period of [] days, you prevent us from coming onto your Premises for any of the reasons set out in **clause 88** ;
- 120.6 *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;
- 120.7 *Emergency access:* If you deny us immediate access to your Premises under **clause 89.3**;
- 120.8 *End of contract:* This contract is terminated; or
- 120.9 *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

- 121. Except in the case of agreed or emergency disconnections⁷⁹, we will provide for⁸⁰:
 - 121.1 At least 7 days' notice of warning of disconnection before any disconnection;
 - 121.2 A further 3 days for the delivery of the notice (if given by post);
 - 121.3 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;
 - 121.4 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.⁸¹

⁷⁹ Code, clause 18.7.

⁸⁰ Code, clause 18.7.

⁸¹ Code, clause 18.7.

122. We will take all reasonable steps to ensure that you actually receive a final warning, described in **clause 121**.⁸²
123. Any warning or notice of disconnection will include information about⁸³:
- 123.1 The reasons for the disconnection;
 - 123.2 Our dispute resolution processes;
 - 123.3 Details of how you can avoid disconnection, including where applicable, where and how you can pay the amount owing;
 - 123.4 The fee for reconnecting you (including explicit information about the additional charges, for example any disconnection fee or attendance fee) over and the payment of unpaid invoices, that will apply)⁸⁴; and
 - 123.5 Our policies that may help you manage your payments if you are having difficulty paying our invoices.

Disconnection charges

124. ⁸⁵Our charges relating to disconnections and reconnections are set out in our fee schedule, which is available by:
- 124.1 Calling us and we will post it to you. Our contact details are set out on page []; or
 - 124.2 Visiting our web site at [].
125. ⁸⁶Any 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

126. Before we reconnect you, we may require you to:
- 126.1 Pay all amounts you owe us, subject to **clause 45**, including any fees (as set out in our fee schedule), which may include a disconnection and reconnection fee;
 - 126.2 Pay any collection costs we incurred in obtaining payment of the amounts you owed us;
 - 126.3 Agree on a satisfactory method for paying future charges;
 - 126.4 Provide a Bond under **clause 65** ; and
 - 126.5 Provide a certificate that meets with the requirements of **clause 105**.

⁸² Code, definition of "Provide a Final Warning".

⁸³ Code, clause 18.10.

⁸⁴ Code, clause 18.8.

⁸⁵ Code, clause 18.8.

⁸⁶ Code, clause 18.9.

127. ⁸⁷Once 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

128. 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 Lines Companies.
129. The CGA gives you the benefit of various guarantees, including:
- 129.1 That our Lines Services are fit for the purposes for which you obtain them; and
 - 129.2 That we will provide our services to you with reasonable skill and care.
130. If we breach any of these guarantees, your rights of redress are set out in the CGA.

Other matters

131. We and you are both liable for the actions or inactions of our respective officers, employees and agents.
132. Our liability to each other under **clauses 128 to 131** is in addition to any other amounts we may owe each other.

NOTICES

133. A notice from us to you may be:
- 133.1 Delivered to the address to which you asked us to send notices;
 - 133.2 Posted to your last known postal address;
 - 133.3 Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or
 - 133.4 Faxed to your last known fax number, if you have agreed to have notices delivered in this manner.
134. To ensure you receive the notices we send please update us (if we invoice you) and/or your Retailer (if it invoices you) with your contact details should they change.
135. Subject to **clauses 30, 121 and 136** and provided we also comply with **clause 115** where appropriate, we may give you notice by placing a

⁸⁷ Paragraph 29 of the Guidelines.

notice in your local newspaper and posting information on our web site at [www.[lines company].co.nz] to inform you of:

- 135.1 Any planned interruption or disconnection of electricity supply; or
 - 135.2 Any changes to the terms and conditions of this contract.
136. ⁸⁸Notice of any change to our frequency of invoicing under **clause 33**, or disconnection under **clause 121**, will be given under **clause 133** .
137. We are entitled to assume that our notices have been received by you:
- 137.1 On the day it was delivered to the address to which you asked us to send notices;
 - 137.2 3 days after it was posted to your last known postal address;
 - 137.3 The day after it was transmitted to your last known email address or fax number;
 - 137.4 On the day after it was published on our web site, or the notice appeared in your local newspaper.

TERMINATION

Termination

138. ⁸⁹This contract may be terminated:
- 138.1 By you providing us with [] days' notice;
 - 138.2 Immediately by you becoming a business customer rather than a domestic customer; or
 - 138.3 If either of us breach this contract in a material way.
139. On or before termination:
- 139.1 A final Meter reading is required; and
 - 139.2 You must pay in full any amounts you owe us.

Your responsibilities continue

140. 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
- pay all amounts you owe us and to provide access for us to remove equipment related to the supply of electricity.

⁸⁸ Code, clause 10.2.

⁸⁹ Paragraph 30 of the Guidelines.

Our responsibilities continue

141. Our responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. An example includes our obligation:
- 141.1 to pay all amounts we owe you such as we may be required to repay your Bond under **clause 70**; and
 - 141.2 to return your keys or transfer them to a Retailer or another Lines Company 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 [].

COMPLAINTS

Making a complaint

142. 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.
143. If you remain unsatisfied, please contact our [*complaints resolution officer*] on [*details*] by [*Lines Company to insert details including in writing, by phone, face to face, hand delivery, facsimile, email etc*⁹⁰].^[Delete if not applicable]
144. Our complaints resolution process is free and committed to delivering fair and effective outcomes in good faith⁹¹. 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.^[Delete if not applicable]
145. ⁹²You 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.
146. ⁹³We review our complaints resolution process regularly to make sure it is delivering fair and effective outcomes for our customers.

Taking your dispute to the Electricity and Gas Complaints Commissioner⁹⁴

147. You may refer your dispute to the Electricity and Gas Complaints Commissioner if:
- 147.1 You are unhappy with the way we propose to resolve your dispute;

⁹⁰ Clause 23.2 of the Code requires that complaints must be accepted in any reasonable form.

⁹¹ Code, clause 23.1.

⁹² Code, clause 23.3.

⁹³ Code, clause 23.4.

⁹⁴ Code, clause 23.4.

147.2 Your dispute is not resolved within 20 Working Days of us receiving it and we have not written to you explaining why we need further time; or

147.3 Your dispute is not resolved within 40 Working Days of us receiving it.

148. 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@egcomplaints.org.nz
Website: www.egcomplaints.org.nz

General

149. ⁹⁵While 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.

150. Within 10 Working Days of resolving any dispute about our charges, your account will be credited with any amount we owe you, or you will pay us (or your Retailer if your Retailer invoices you on our behalf) any amount you owe us, unless agreed otherwise.

ABOUT THIS CONTRACT

151. ⁹⁶Subject to **clause 30** and **clause 135** we may change part or all of this contract by giving you at least 30 days' notice under **clause 135 or 136**, in which we will explain the reasons for the changes.

152. This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.

153. If any terms or conditions of this contract are ruled invalid in court, it will not affect the rest of this contract.

154. ⁹⁷You are responsible for paying for the services in this contract and for making sure your contractual obligations are met.

155. We can transfer or assign all or any of our rights and obligations under this contract to someone else. ⁹⁸We will notify you of such a transfer or assignment in accordance with **clause 133**. We can also subcontract or delegate all or any of our obligations.

⁹⁵ Code, clause 23.3.

⁹⁶ Code, clause 10.1.

⁹⁷ Code, clause 14.1.

⁹⁸ Paragraph 31 of the Guidelines.

156. You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.
157. The Foreword set out on pages iii - vi does not form part of this contract.
158. In the event of any conflict between this contract and the Code, the Code prevails.⁹⁹ You can obtain a copy of the Code from the Office of the Electricity and Gas Complaints Commissioner's web site (www.egcomplaints.org.nz) or we will send you a copy if you contact us. Our contact details are set out on page [].

⁹⁹ Code, clause 7.2.

KEY EXPRESSION

Account means your customer account for the provision of Lines Services (and other 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 collected from you and held as security against non-payment by you of 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;

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 the Customer Service Lines;

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

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 Lines Services are provided pursuant to this agreement;

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;

Retailer means a person who supplies electricity to another person for any purpose other than for resupply by the other person (and includes 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 Lines Company*] (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 Lines Services by us and, if more than one person is supplied with Lines Services by us, means those people.