



DRAFT MODEL CONTRACT FOR ELECTRICITY RETAILING (Conveyance)

Prepared by the Model Retail
Contract Project Team

*A Working Group of the
MARIA Governance Board*

Draft ~~3028~~ April 2004

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Preliminary Note

- The Foreword that follows forms part of this ~~model contract~~ 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 ~~its~~ purpose of the Foreword is to increase consumer understanding, which is a key objective underlying the GPS and ECC Code. 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'.~~
 - 'ECC' means the Electricity Complaints Commission. 'GPS' means the draft Government Policy Statement of September 2003. 'MDAP' means the Model Distribution Agreement developed by an industry project team in 2003.
 - ~~Clause~~Clause [] numbers and footnotes have been provided in this version for ease of reference. The final version will be numbered in a less intrusive way.
 - 'Explanatory Notes' do not form part of the model contract, but are included at this stage to help readers understand the context and purpose of a section.
- ~~? TO THE MRCPT: Some formatting has yet to be polished and clause references have yet to be inserted.~~

FOREWORD [OPTIONAL]

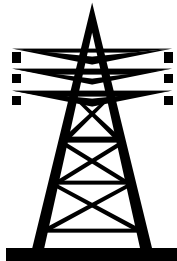
About the Electricity System

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.



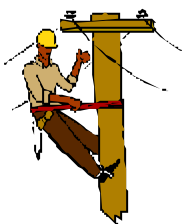
TRANSMISSION:

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



~~LOCAL NETWORK~~ NETWORK:

Your premises is connected to a ~~local network~~ network of lower voltage power lines. ~~Local network~~ Networks carry electricity from transmission lines to homes and businesses. ~~Local network~~ Networks are largely owned by councils or community



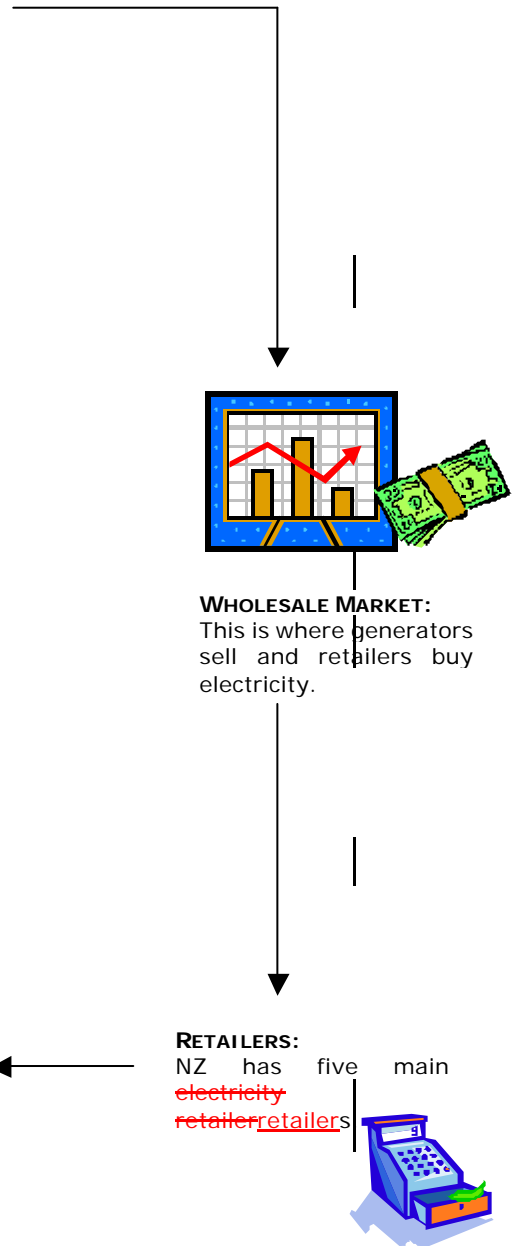
POINT OF CONNECTION:

This is where the line to your premises connects with the ~~local network~~ 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.



WHAT LINES COMPANIES DO

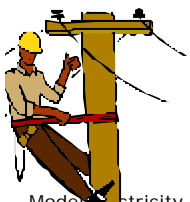
We do *not* sell electricity – your retailer do this. We transport electricity to your premises.

We respond to unplanned interruptions and outages to your power supply. We investigate and remedy problems associated with the quality of your power supply.

Key Features of Contract

A contract is an exchange of promises. In this contract, our main promise is to transport ~~deliver~~ electricity to your premises ~~to you~~. Your main promise is to pay for that service. The other promises we exchange are summarised below:

Us	↔	You
<p>Transport: We will transport electricity to your point of connection (see clause<u>clause []</u>)</p>	↔	<p>Address: You will give us the correct address of where you want power delivered to (see clause<u>clause []</u>)</p>
<p>Meter: We will provide you with an approved meter (see clauses [])</p>	↔	<p>No Tampering: You will not tamper with our equipment (see clauses [])</p>
<p><u>Faults:</u> We will repair any faults for which we may be responsible, as quickly as possible. (see clause<u>clause []</u>).</p>		<p>Access: You will give us reasonable access to your premises at reasonable times (see clause<u>clause []</u>)</p>
<p>Prices: We will not change prices within [], unless agreed otherwise (see clause<u>clause []</u>)</p>	↔	<p><u>Retail contract:</u> You will have an agreement with an <u>electricity retailer</u> covering your electricity supply. (see clause<u>clause []</u>)</p>
<p>Invoices: We will arrange for accurate invoices to be sent to you (see clause<u>clause []</u>)</p>	↔	<p>Payment: You will pay invoices on time (see clause<u>clause []</u>)</p>
<p>Standards: We aim to meet certain minimum performance standards (see clause<u>clause []</u> [] or list)</p>	↔	<p>Standards: You will make sure your wiring and equipment are up to standard and do not interfere with <u>our</u> the network (see clause<u>clause []</u>)</p>
<p>Complaints Resolution: We will provide a free and fair dispute resolution process (see clause<u>clause []</u>)</p>	↔	<p>Safety + Special Needs: You will <u>use electricity safely and</u> will inform us of any hazards or special needs you may have (see clause<u>clause []</u>)</p>
		<p>Decommissioning: You will give us [] days notice if you are going to permanently disconnect your premises from the network (see clauses [])</p>
<p>Interruptions: Your supply may be interrupted for a variety of reasons. <u>We will give you prior notice.</u> (see clause<u>clause []</u>)</p>	↔	<p>Surges: You should protect any sensitive equipment, like computers and TVs, against surges and fluctuations (see</p>





)).

~~clause~~ clause [] []

No Tampering: You will not tamper with our equipment (see clause [] [])

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

You are responsible for all the equipment between your premises and your connection to the ~~local network~~ network.



~~Information and Advice~~

~~We transport electricity across our network to your premises on behalf of electricity retailers.~~

~~We contract with Transpower to transport electricity from generation stations, across the transmission grid to our local network. This is shown in the diagram on page [x].~~

~~We own, operate and maintain most of the lines and equipment in your area up to the point where your premises connects to our network. This is also shown in the diagram on page [x].~~

~~If you have a problem with your lines or equipment, please contact us.~~



Lines Prices and Service

We are the only company in your area that transports electricity. We are a local monopoly. Our prices are supervised by the Commerce Commission. Every year, we are expected to reduce our prices by [%]. If we do not, we have to explain why to the Commerce Commission.

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

We are also expected to deliver a high level of reliability and security on our lines, together with a commercial return to our shareholders.

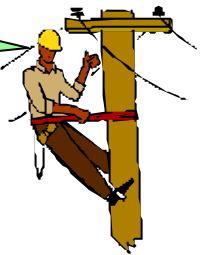
Most lines companies are owned by community trusts or local authorities.

~~To come from Tony~~

Comparing this Contract

We are a member of the Electricity Complaints Commission (ECC) scheme and are required to meet or exceed the requirements of the ECC's Code of Practice.

Keep your trees clear of power lines.





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To come

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THE CONTRACT



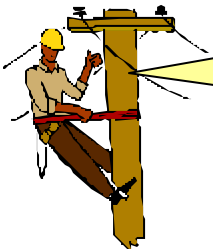


LINES COMPANY'S WELCOME – ABOUT US

~~To come~~

Space for marketing pitch by ~~L~~ines ~~C~~ompany

- Who we are
- How to make contact with us
- Other (marketing) information about us



BE SAFE.

Treat all lines as live at all times.
In an emergency dial 111.



~~THE CONTRACT~~

HOW TO BECOME OUR CUSTOMER

Our contract with you

- ~~1. This~~ Our contract ~~with you~~ starts from the time you first receive line ~~network~~ services or any other specific service you have requested from us ~~that we provide for which you are responsible.~~
- ~~2. Unless we agreed otherwise, this contract applies which ever retailer you use.~~

If you are moving

- ~~2.3.~~ If you are moving, you must give your ~~electricity retailer~~ retailer notice in advance of such a move.
- ~~3.4.~~ Before you move you must give your retailer a new address, or a forwarding address.

Your ~~electricity retailer~~ retailer

- ~~4.5.~~ Our role is to transport electricity to your premises. Your retailer sells you electricity. You need to ~~mus~~ contact ~~have an agreement with a n~~ retailer to buy electricity. ~~supply electricity to your point of supply and your electricity retailer will need to have an agreement with us to use our network to supply electricity to you. If these agreements are not in place, your point of supply may be disconnected.~~
- ~~5.6.~~ ~~Please call us~~ for any issues relating to faults, new connections on our network or technical aspects of your connection, please call us.
- ~~6.7.~~ ~~If we invoice you directly for our services, please call us with any queries on your invoice.~~
- ~~8.~~ ~~In many cases, our charges are included in the retailer's invoice. If this is so, please c~~ Please call your retailer with any queries on your invoice.

~~If you are moving house, please call your retailer.~~

- ~~7.9.~~ ~~These terms and conditions will apply irrespective of who you choose as your electricity retailer, unless we agreed otherwise.~~

More than one person on the same account

- ~~8.10.~~ 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.
- ~~9.11.~~ 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 ~~clause~~ clause [s] 152-154.

~~10.12.~~ When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.

~~11.13.~~ 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

~~12.14.~~ ~~To become our customer, you~~ need to provide us or your retailer with a variety of personal information – for example, where you want electricity supplied to, how we can contact you, and where invoices are to be sent. Your retailer will~~We~~ request this information on our behalf when you apply to join. ~~on our behalf~~.

~~15.~~ You agree that we can rely on the information provided to us by your electricity retailer~~retailer~~.

~~13.16.~~ Please tell your retailer~~us~~ promptly when any of this information changes.

~~14.17.~~ We may record telephone conversations with you. We do this to:

~~14.17.1~~ 14.17.1 Help train and monitor our customer service staff;

~~14.217.2~~ 14.217.2 Confirm our contractual commitments with you; and

~~14.317.3~~ 14.317.3 Help resolve any disputes.

Confidentiality

~~15.18.~~ Information we hold about you and this contract is confidential and will be held by us in accordance with the Privacy Act 1993¹.

~~16.19.~~ You or any other customer under this contract may access and correct at any time all of the information we hold under this contract².

~~17.20.~~ We will only give information about you or this contract to any other person if:

~~17.120.1~~ 17.120.1 The other person is also a customer under this contract;

~~17.220.2~~ 17.220.2 You authorise us to do so;

~~17.320.3~~ 17.320.3 We are required to do so by law;

¹ ECC Code, clause 21.1

² ECC Code, clause 21.1



~~17.420.4~~ We are required to do so by electricity industry rules;

~~17.520.5~~ We use it to assess your credit position or recover a debt;

~~17.620.6~~ A trust- or co-operative-owned lines company requires it so they or their owner can pass on rebates or discounts, or to prepare an electoral role of trust beneficiaries;

~~17.720.7~~ ~~We The or Transpoweroperator of the national or local lines networks~~ need it to run ~~ourtheir~~ respective networks;

~~17.820.8~~ We use your name to ensure that mail is delivered to new occupants at your old address;

~~17.920.9~~ We give it to a reputable firm to carry out market research for us in relation to the services under this contract;

~~17.1020.10~~ The Electricity Complaints Commission requests it in connection with a complaint made by you.

~~18.21~~ If we do give information about you or this contract to any one else under ~~clause~~ **clause [] 18** above, we will only do so to the extent necessary for the purposes permitted above.

OUR PERFORMANCE COMMITMENTS

~~Explanatory note: Quality of service is a key point of differentiation between competing retailers. Quality of line electricity delivery services is a matter of prime importance to consumers. Distributors/Retailers are encouraged to set out in this section their target levels of customer service and performance standards. This model contract does not specify what those target levels should be, but rather invites ~~retailers-distributors~~ to identify their own.~~

~~19.22~~ We have set ourselves the following performance commitments for our customers:

~~19.122.1~~ **Prompt response:** Time to receive a response from us, if you:

Phone: [] seconds. 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: [] days. Please address all correspondence to [address]



Email: [] days. Our website [url] is a good source of information about our Company and provides a link to send us email.

19.222.2 **Time to restore power:**

[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. ~~If we do not meet these specified timeframes we will provide compensation of [\$xx]. Please call us on [ph number] to claim your compensation. Please note this compensation does not apply to extreme events outside our control. In such a situation we will restore power as soon as possible.~~

19.322.3 **Number of interruptions:**

[area 1] [from 0 – x per annum]
[area 2] [from 0 – y per annum]
[area 3] [from 0 – z per annum]

We strive to minimise interruptions and currently average [xx] faults per customer, per year. However, the number of interruptions each customer experiences may vary widely. If you experience more interruptions than specified above, please advise us and we will endeavour to resolve the problem.

19.422.4 **Planned outage notifications:** We will provide a minimum of [x] day's notice prior to any planned outage. ~~for maintenance.~~

19.522.5 **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 as specified above, we will provide an estimate of the time it will take us to complete the investigation.

The number of voltage sags below [xx%] of nominal voltage at the point of connections will not exceed [xx] per annum. This will be measured by equipment installed at your point of connection after you have advised us of your concern about power sags.

19.622.6 **Controlled load outages:** If you have a controlled load pricing option, we will switch off some of your electrical



appliances (e.g. hot water cylinders and night store heaters) from time to time. We aim to 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~~clause [22.2] ~~19.2~~ above, after you have advised us of the problem.

19.722.7 **Complaints:** Time to investigate a complaint you may make to us about our services: [].

~~20-23~~ If we:

23.1 ~~Do not meet the timeframes specified in clause [22.2] above, we will provide compensation of [\$xx]. Please call us on [ph number] to claim your compensation. Please note this compensation does not apply to extreme events outside our control. In such a situation we will restore power as soon as possible; or~~

23.2 ~~Significantly miss any of the other performance commitments above due to a fault on our part, we will offer you an appropriate reduction in your next invoice³.~~

~~The service performance commitments set out above are for your benefit. You will receive any payment we make for failing to satisfy any of these, even if we pay it through your retailer. The same applies to any payments we make to your retailer for failing to satisfy any performance guarantees we give to your retailer – the payment will be passed on to you (less any reasonable administrative costs incurred by your retailer).~~

~~24.~~

OUR PRICES + FEES

Our prices

~~21-25. 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~~schedule~~plans~~⁴ for your region by:

21-25.1 Calling us and we will post it to you;

21-25.2 Visiting our web site at [].

~~23-26.~~ 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.

~~23. 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

³ ECC Code, clause 8.2

⁴ ECC Code, clause 9.1



~~24-27.~~ We also charge fees for other services provided under this contract. Our fees are set out in our fees-price schedule, which is available by calling us [or visiting our web site].

~~25. Either: We may change our fees schedule by giving you [one month's] notice under clause 149 below, OR: We may change our fees schedule by giving you [one month's] individual notice in writing.~~

Price or fee changes

~~26-28.~~ We may only change our prices or fees by giving you one month's notice, unless agreed otherwise.

~~27-29.~~ 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 pro rate your charges accordingly.

INVOICES + PAYMENT

Our invoices

~~28-30.~~ We will arrange for an invoice to be sent to you~~send you an invoice for your actual or estimated electricity use~~ every month, unless the price plan you choose provides otherwise⁵. We may send you an invoice directly, or our charges may be included in your retailer's invoice.

~~31.~~ Any fixed charges will be itemised separately.

~~29-32.~~ You We will be charged you according to your price plan, together with any relevant fees ~~incurred under our fees schedule.~~

~~30.~~ If your price plan includes fixed charges, we will itemise these fixed charges separately.

~~31-33.~~ Our invoice may include charges for goods or services you have asked us to provide other than electricity and lines services. ~~We will show a~~ Any of these additional items will be shown separately, unless we agree otherwise⁶.

Estimated invoices

~~32-34.~~ If your meter has not been read for the period covered by an invoice, your invoice will be based on we will make a reasonable estimate of your likely electricity use during the invoice period will be made.

~~33-35.~~ If your invoice is based on an estimate, it we will say so ~~on your invoice.~~ If you ask, we or our billing agent We will explain the basis of our the estimate⁷ if we sent you the invoice. However, if our charges are included

⁵ ECC Code, clause 10.1

⁶ ECC Code, clause 10.3

⁷ ECC Code, clause 10.4



in your retailer's invoice, please ask your retailer to explain the estimate if you have any queries.

Delivery of invoice

~~34-36.~~ We can send your invoices ~~can~~ will be sent to you by post, or by sending you an email advising that it is available online. Please tell us ~~or your retailer our~~ ~~billing agent~~ ~~t~~ ~~the~~:

36.1 Method of delivery you prefer; and

36.2 Physical, postal, or email address you wish to be used.

~~32.1 Method of delivery you prefer; and~~

~~Physical, postal, or email address you wish us to use.~~

~~35-37.~~ If you are using a prepayment meter, you will not receive an invoice, unless otherwise agreed.

~~36-38.~~ We can assume you have received your invoice three days after ~~it is~~ we posted ~~it~~ or the day after notice of its online availability is we emailed to you ~~it~~.

Customer to pay invoice

~~37-39.~~ You must pay ~~an our or our billing agent's~~ invoices in full by the due date on the invoice, whether it is based on actual or estimated electricity use⁸.

~~38-40.~~ If you think ~~our your any~~ invoice has an error, please call ~~the retailer to us so we can~~ us if we sent it to you, otherwise call your retailer or our billing agent to clarify any issues.

~~39-41.~~ If you dispute part or all of any invoice, you must still keep paying undisputed amounts.

Important advice

~~40.~~ Choose a payment option that enables you to pay our invoice on time, avoid unnecessary fees and take advantage of available discounts.

~~41.~~ 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 that account, unless we agree otherwise.

42. 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 that account, unless we agree otherwise.

43. If you fail to pay your invoice, your electricity supply may be disconnected. This is explained further in ~~clause~~ clause [1-123 below.

⁸ ECC Code, clause 10.4



~~43. If you are having difficulty paying our invoices, please let us know. We have policies in place that may help you manage your payments⁹.~~

~~Payment options¹⁰~~

~~44. You can pay our invoices in a variety of ways ^[delete if inapplicable].~~

~~44.1 By direct debit authority;~~

~~44.2 By regular automatic payment of a fixed amount;~~

~~44.3 By telephone transfer from your bank;~~

~~44.4 By charging your credit card;~~

~~44.5 By sending us a cheque;~~

~~44.6 By paying in advance;~~

~~44.7 By internet transfer from your bank account; or~~

~~44.8 By paying at one of our authorised collection agents.~~

~~Fees + discounts~~

~~45. Some payment options incur service fees. These are set out in our fees schedule which is available on request [or at our web site: [www.\[retailer\].co.nz](http://www.[retailer].co.nz)].~~

~~46. We may offer a discount if you pay on time. The details of any discount offered will be shown on your invoice.~~

~~47. Please note that:~~

~~47.1 The level of any discount may be less if you pay by credit card; and~~

~~47.2 If your payment is dishonoured, we may charge you a dishonour fee.~~

~~Invoice errors + late invoices~~

~~48. If your invoice is based on a meter reading (not an estimate) and we you are over-charged you in error¹¹ you will be refunded the amount you were overcharged.~~

~~48.1 We will refund you the amount we over charged; and~~

~~40.44. You can choose how it is refunded, unless we or our billing agent offset any amount to be refunded is offset against any other amount you owe us.~~

⁹ ECC Code, clause 11.1

¹⁰ ECC Code, clause 11.2

¹¹ ECC Code, clause 10.1



If your invoice is based on meter readings (not an estimate) and ~~we-you were~~ under-charged ~~you~~ in error for more than [x] reads, and we ~~or your retailer/our billing agent~~ could have reasonably been aware of the error, then we may not recover the amount that should have been charged, unless you contributed to the error, or could have reasonably been expected to have known about the error.

~~41-45.~~

Payment if meter is faulty

~~52-46.~~ Sometimes meters are faulty and may measure less electricity than you actually use. If this happens, we cannot tell for sure how much power has actually been used and therefore you are only liable for the variable lines charge relating to the amount shown on the meter, unless you contributed to the fault, or could have reasonably been expected to know about the fault.

~~53-47.~~ However, if your meter has been tampered with, ~~you~~we will be invoiced ~~you~~ for the variable lines charge relating to the electricity ~~it~~we is reasonably estimated you are likely to have used. ~~If you ask, we or our billing agent will (at your expense) explain the basis on which our estimate is calculated.~~We will explain the basis of the estimate¹² 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.~~

METERS

~~54-48.~~ Your ~~electricity retailer~~retailer ~~is has~~ responsibility for metering and meter reading. Contact your ~~electricity retailer~~retailer if you wish to:

~~54-1~~48.1 _____ change the frequency of your meter reading;

~~54-2~~48.2 _____ request a meter reading;

~~54-3~~48.3 _____ read your own meter; or

~~54-4~~48.4 _____ discuss any other matter related to your meter or meter readings (including security arrangements) ~~you should contact your electricity retailer.~~

~~55-49.~~ We may install and maintain check metering equipment.

~~56-50.~~ You must ensure that:

~~56-1~~50.1 ~~A~~any check meters of ours located on your premises will remain our property. ~~We and agree may that we are entitled to~~ remove and/or replace such meters at any time~~;~~;

~~56-2~~any check meters on your premises are not damaged and agree that you will pay for any damage to our meter _____ and _____

¹² ECC Code, clause 10.4



56.350.2 ~~You have~~ metering equipment appropriate to your pricing option under these terms and conditions is installed for your point of supply.

Tampering with meters

57.51. You must not tamper with any meters or related equipment. Tampering with meters is dangerous and may be a criminal offence.

58.52. If you are found to be at fault, ~~you~~ we will ~~be~~ charged ~~you~~ for all reasonable costs incurred in:

58.152.1 Investigating any possible tampering; and

58.252.2 Any necessary repairs.

59.53. If any of your meters or related equipment have been tampered with:

59.153.1 ~~You We~~ will ~~be~~ invoiced ~~for the variable lines charges relating to the you for the~~ electricity ~~you~~ we are reasonably estimated ~~you to~~ have used under ~~clause~~ ~~clause []-1-?~~ above;

59.253.2 We may disconnect your supply under ~~clause~~ ~~clause []-126.2~~ below; and

59.353.3 We may terminate this contract under ~~clause~~ ~~clause []-152~~ below and refuse to reconnect your supply.

ACCESS TO YOUR PREMISES

Need for access¹³

60.54. We ~~or the lines company~~ may need access to your premises to:

60.154.1 Turn the electricity supply on or off;

60.254.2 Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply;

60.354.3 Read your meters;

60.454.4 Find the cause of any interference with the quality of supply to your premises or the surrounding area;

60.554.5 Prevent harm to people or premises from equipment for which we ~~or the lines company~~ are responsible;

¹³ ECC Code, clause 17.1



~~60-654.6~~ Clear trees, vegetation or other obstacles from lines and related equipment if you fail to do so under ~~clause clause [s] 108 and 109~~¹⁴;

~~60-754.7~~ Maintain and protect the operation of the ~~local network~~network; and

~~60-854.8~~ Comply with any legal obligations for which access is required.

Your obligations¹⁵

~~61-55~~ When access to your premises is required you must provide us ~~and the lines company~~ with access:

~~61-155.1~~ That is safe and unobstructed, particularly from any dogs or other animals at your premises;

~~61-255.2~~ Any time between 8am and 7pm Monday to Saturday, excluding public holidays (unless another time is agreed);

~~61-355.3~~ 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 ~~or the lines company~~ are responsible;
- c. For scheduled meter reading, or routine meter maintenance;
- d. To protect the ~~local network~~network; or
- e. To deal with any other emergency situation involving the electricity supply; and

~~61-455.4~~ On the condition that any representative of ours ~~or the lines company~~ 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.

~~62-56~~ Except for where you must provide us ~~or the lines company~~ with immediate access, we ~~or the lines company~~ will give you notice under ~~clause clause [] [147?]~~ of our wish to gain access to your premises.

¹⁴ MDAP, schedule 5

¹⁵ ECC Code, clause 17.1



~~63-57.~~ If any equipment relating to your electricity supply is located behind a locked door or gate, you will need to arrange for us ~~or the lines company~~ to gain access.

~~64-58.~~ If we require a key, or other means of access to access your premises, it will be held, transferred or disposed of in accordance with our policies, which are available on request¹⁶.

Our remedies if no access¹⁷

~~65-59.~~ If you do not provide access as required under ~~clause~~**clause [] 99** above:

~~65-159.1~~ We may charge you fees (as set out in our fees schedule);

~~65-259.2~~ ~~We may estimate your~~ Your electricity use ~~may be estimated and you will be invoiced accordingly~~ you in accordance with ~~clause 41~~ above;

~~65-359.3~~ We may disconnect you under ~~clause~~**clause [] 126.5**; and/or

~~65-459.4~~ If we ~~or the lines company~~ reasonably believe that there is immediate danger to persons or premises, we, ~~or the lines company~~ may take reasonable steps to gain access without your permission¹⁸.

YOUR OTHER RESPONSIBILITIES¹⁹

Not interfere with network²⁰

~~66-60.~~ You must not send signals or other communications through the network.

~~67-61.~~ If you wish to generate electricity at your premises and send it into the network, you must obtain our prior written consent.

~~68-62.~~ 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.

~~69-63.~~ You must comply with ~~our the line company's~~ network connection standards. You can obtain a copy of these from ~~us on request~~ your lines company²¹.

¹⁶ ECC Code, clause 17.2

¹⁷ ECC Code, clause 17.1

¹⁸ MDAP, schedule 5

¹⁹ ECC Code, clause 16.3

²⁰ MDAP, clause 29.10(a)

²¹ MDAP, schedule 5



Keep lines clear

~~70-64.~~ You must keep trees, vegetation or other obstacles at your premises clear of lines and related equipment²².

~~71-65.~~ Your rights and obligations in relation to trees are set out in the Electricity (Hazards from Trees) Regulations [2003]. For more information please ~~contact contact us your lines company.~~

Increased use

~~72-66.~~ If you expect to increase significantly the amount of electricity you use at your premises, you must tell us in advance so we can ensure that you have the necessary equipment in place and ~~we the lines company have~~ the capacity to provide the supply.

Protection against surges or spikes²³

~~73-67.~~ 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, 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.

~~74-68.~~ We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

Connections and renovations

~~75-69.~~ Only a qualified person may connect or reconnect your premises to the network.

~~76-70.~~ If you are making a new connection, or asking for a reconnection after six months, you need to obtain the appropriate certification from a registered electrical inspector, or other approved service providers. You must pay any costs associated with certification. Please call us if you would like any advice.

Safety

~~77-71.~~ Please contact us, ~~or the lines company,~~ if you become aware that any equipment relating to your electricity supply is defective, damaged or causing a hazard.

~~78-72.~~ ~~Please contact us before you demolish or remove any buildings on your premises, so we can permanently disconnect the power supply.~~

²² ECC Code, clause 16.2

²³ ECC Code, clause 8.4



TRANSPORTING OUR SUPPLY OF ELECTRICITY TO You

Our promise ~~to deliver~~ supply

~~79-73.~~ We will ~~transport supply the services required to deliver~~ electricity to your premises at quality and reliability levels consistent with current laws and electricity industry standards.

~~80-74.~~ For your information, electricity in New Zealand should be supplied at your point of connection at 230 volts (+ or – 6%) and around 50 Hertz alternating current ~~(+ or – 0.75%)~~.

~~81-75.~~ 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 ~~clause clause [] s 119 and 121~~ below.

Technical interruptions

~~82-76.~~ Your supply may be interrupted or disconnected:

~~82-176.1~~ To maintain or replace equipment owned by us or the lines company, lines or the network;

~~82-276.2~~ To upgrade the quality of supply to your premises or surrounding area;

~~82-376.3~~ To protect persons or premises;

~~82-476.4~~ For any other health and safety reasons; or

~~82-576.5~~ To comply with proper instructions from the lines company, Transpower, the Electricity Commission, or any regulatory authority.

~~83-77.~~ If an interruption or disconnection of your supply is planned for any of the reasons in ~~clause clause [] 119~~ above, we will give you at least four days notice²⁴. Notice will be given in accordance with ~~clause clause [] [119?]~~. No notice is required if the event is unplanned.

Interruptions under a price plan

~~84-78.~~ Part or all of your supply may be interrupted if you are on a price plan that allows us to remotely control the supply of electricity to some or all equipment in your premises (for example, your hot water cylinder).

~~85-79.~~ Any interruption of this kind will be within the terms of your price plan and does not require notice from us.

Disconnections for non-payment²⁵

²⁴ ECC Code, clause 15.1

²⁵ ECC Code, clause 13.4



~~86-80.~~ You may be disconnected if you do not pay in full, by the due date in your invoice, any amounts you owe ~~us~~ in relation to the supply of retail services, lines services and/or electrical energy²⁶.

~~87-81.~~ ~~Our~~ The right to disconnect you under ~~clause~~ clause [] 123 above is limited as follows:

~~87.181.1~~ 87.181.1 If you have not paid part of your invoice because, in good faith, you dispute it, and you have told us why you dispute it, we will not disconnect you before the dispute resolution process has been completed²⁷. However, if your dispute is frivolous or vexatious, we may disconnect you;

~~87.281.2~~ 87.281.2 If you have not paid the undisputed part of our invoice, then we may disconnect you in relation to this unpaid amount;

~~87.381.3~~ 87.381.3 ~~Clause~~ Clause [] 123 above applies to any of your invoices based on a reasonable estimate of your likely electricity use, however in this case we will only disconnect if it is fair and reasonable to do so in the circumstances²⁸;

~~87.481.4~~ 87.481.4 ~~You~~ We will ~~be given~~ provided for ~~with~~²⁹:

- a. At least seven days' notice before any disconnection;
- b. A further three days for the delivery of the notice;
- c. An additional final warning no less than 24 hours before the disconnection. This will be a separate notice to the one provided at least seven days prior to disconnection and can be provided via telephone, telegram, or post.

~~87.581.5~~ 87.581.5 Any notice of disconnection will include information about³⁰:

- a. The reasons for the disconnection;
- b. ~~Our~~ dispute resolution processes;
- c. Details of where and how you can pay the amount owing to avoid disconnection; and
- d. The fee for reconnecting you.

~~88-82.~~ If you are disconnected for non-payment, you must still pay any amounts you owe us.

²⁶ ECC Code, clause 13.5

²⁷ ECC Code, clause 13.1

²⁸ ECC Code, clause 13.3

²⁹ ECC Code, clause 13.6

³⁰ ECC Code, clause 13.9



~~88.1 Any amounts you owe us; and~~

Disconnection for other reasons³¹

~~89.83.~~ You may be disconnected if:

~~89.183.1~~ 89.183.1 *Theft*: There is reasonable evidence of electricity theft;

~~89.283.2~~ 89.283.2 *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~~clause [] 95 above;

~~89.383.3~~ 89.383.3 *Generation*: You generate electricity at your premises and send it into the network without our prior consent in breach of ~~clause~~clause [] 105 above;

~~89.483.4~~ 89.483.4 *Use of lines*: You send signals or other communications through the network in breach of ~~clause~~clause [] 104;

~~89.583.5~~ 89.583.5 *No access*: Over a continuous period of [] months, you prevent us ~~or the lines company~~ from coming onto your premises for any of the reasons set out in ~~clause~~clause [] 98 above;

~~89.683.6~~ 89.683.6 *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;

~~89.783.7~~ 89.783.7 *Emergency access*: If you deny us immediate access to your premises ~~for us or the lines company~~ under ~~clause~~clause [] 99.3; or

~~89.883.8~~ 89.883.8 *End of contract*: This contract is terminated ~~and you have not switched to another retailer~~.

~~90.84.~~ Before any disconnection under ~~sub-clause~~clauses [] 126.5, 126.6 and 126.8 above, we will give you seven days notice, with reasons for the proposed disconnection, allowing three days for delivery of the notice. For any disconnection under the other parts of ~~clause~~clause [] 126 above, no notice from us is required.

Disconnection charges

~~91.85.~~ Our charges relating to disconnections are set out in our fee schedule.

~~92.86.~~ Any fee we charge in relation to a temporary disconnection will be no more than the amount required to meet the costs we incurred in the disconnection and/or reconnection³².

³¹ ECC Code, clause 13.4



Reconnection

93-87. Before ~~you~~ we reconnect you, we may require you to:

93-187.1 Pay all amounts you owe us, including any fees (as set out our fee schedule), which may include a disconnection and reconnection fee;

93-287.2 Pay any collection costs we incurred in obtaining payment of the amounts you owed us;

93-387.3 Agree on a satisfactory method for paying future charges;

~~93.4 Provide a bond under clause 66 above.~~

94-88. Once you have satisfied the requirements for reconnection we will use our best endeavours to restore your electricity supply as soon as possible.

LIABILITY AND COMPENSATION

Consumer Guarantees Act 1993

95-89. The Consumer Guarantees Act 1993 ('the 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 retailer~~retailers and lines companies.

96-90. The CGA gives you the benefit of various guarantees, including:

- a. That our ~~lines services electricity is~~are of acceptable quality, and ~~are~~ fit for the purposes for which you ~~obtain them~~buy ~~it~~; and
- b. That we will provide our services to you with reasonable skill and care.

97-91. If we breach any of these guarantees, your rights of redress are set out in the CGA.

Liability to customers in business

98-92. If you buy ~~electricity or~~ electricity supply services for use in trade or a manufacturing or production process, our total maximum liability in relation to any event or a series of related events is [\$].

Liability in contract

99-93. A breach of this contract can also create liabilities in contract law.

³² ECC Code, clause 13.8



~~100.94.~~ However, our liability to each other for any breach of this contract is limited to losses that are direct, reasonably foreseeable and caused by a breach of this contract.

~~101.95.~~ For the avoidance of doubt, neither you nor we are liable to each other in contract law for any losses that are indirect, not reasonably foreseeable, or not caused by a breach of this contract.

Liability in tort

~~102.96.~~ We can also be liable to each other under civil law. This includes negligence, dishonesty, fraud, wilful acts or omissions, or wilful misconduct. In legal terms, these are called torts.

~~103.97.~~ Our liability to each other for any tort is limited to losses that are direct, reasonably foreseeable and caused by the parties' behaviour.

~~104.98.~~ For the avoidance of doubt, neither you nor we are liable to each other in tort for any losses that are indirect or not reasonably foreseeable or not caused by a breach of this contract.

Other matters

~~105.99.~~ We are both liable for the actions or inactions of our respective officers, employees and agents.

~~106.100.~~ Our liability to each other under ~~clause~~ ~~clause [] s] -131-142~~ above is in addition to any other amounts we may owe each other.

~~107. We will ensure your retailer passes on to you any payments we make to them for our failure to satisfy our service performance guarantees. 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 lines company (less our reasonable administrative costs) for a failure by the lines company to satisfy any guarantees they give us in relation to their services.~~

NOTICES

~~108.101.~~ A notice from us to you may be:

~~108.1101.1~~ Delivered to the address to which you asked us to supply electricity;

~~108.2101.2~~ Posted to your last known postal address;

~~108.3101.3~~ Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or

~~108.4101.4~~ Faxed to your last known fax number.

~~109.102.~~ To ensure you receive the notices we send please update ~~us or your electricity retailer~~ ~~retailer us~~ with your contact details should they change.



~~110.103.~~ We may give you notice by placing a notice in your local newspaper and posting information on our web site at [www.(~~retailer~~lines company).co.nz] to inform you of:

~~110.1103.1~~ Any planned interruption or disconnection of electricity supply;

~~110.2103.2~~ Any changes to the terms and conditions of this contract;

~~110.3103.3~~ Any changes to our fee schedule ~~or~~

~~110.4~~ Any changes in our prices, if you are on a price plan that allows our prices to change on less than one month's notice.

~~111.~~ For the avoidance of doubt, notice of any change to our daily fixed charges, frequency of invoicing, frequency of meter reading or energy charges under a price plan which requires more than one month's notice will be given under ~~clause 147?~~ above³³.

~~112.104.~~ We are entitled to assume that our notices have been received by you:

~~112.1104.1~~ On the day it was delivered to the address to which you asked us to supply electricity;

~~112.2104.2~~ Three days after it was posted to your last known postal address;

~~112.3104.3~~ The day after it was transmitted to your last known email address or fax number;

~~112.4104.4~~ On the day after it was published on our website, if you have agreed to receive notices this way, or the notice appeared in your local newspaper.

~~113.~~

TERMINATION

Termination

~~114.105.~~ This contract may be terminated:

~~114.1105.1~~ By one month's notice; ~~or~~

~~114.2105.2~~ If either of us breach this contract in a material way.

~~115.106.~~ On or before termination:

³³ ECC Code, clause 7.2



~~115.1~~106.1 A final meter reading is required; **and**

~~115.2~~106.2 You must pay in full any amounts you owe us.

Your responsibilities continue

~~116.1~~107. 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:

~~116.1~~107.1 To pay all amounts you owe us;

~~116.2~~107.2 To provide **us with** access ~~for us or the lines company~~:

- a. To the meters at your premises;
- b. To maintain any equipment owned by ~~us~~**the lines company**; and
- c. To keep trees, vegetation or other obstacles clear of lines and equipment.

~~LINES COMPANY~~

~~We contract your local lines company to transport electricity across their network to your premises.~~

~~For your information, the lines company contracts Transpower to transport electricity from generation stations, across the transmission grid to their local network. This is shown in the foreword at the front of this contract.~~

~~Your local lines company owns, operates and maintains most of the lines and equipment in your area up to the point where your premises connects to their network. This is also shown in the foreword.~~

~~We are responsible for making sure that your local lines company meets its obligations in transporting electricity to your premises.~~

~~If you have a problem with your lines or equipment, please contact us.~~

COMPLAINTS

Making a complaint

~~117.1~~108. 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.

~~118.1~~109. If you remain unsatisfied, please contact our [complaints resolution officer] on [details]. ^[Delete if not applicable]



~~119-110.~~ Our complaints resolution process is free and committed to delivering fair and effective outcomes in good faith³⁴. We aim to meet the standards required by the Electricity Complaints Commission, of which we are a member. [Delete if not applicable]

~~120-111.~~ You will be treated courteously and with respect. Our *[staff]* are trained in dealing with complaints. Our *[staff]* will acknowledge your complaint within two working days 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.³⁵

~~121-112.~~ We review our complaints resolution process regularly to make sure it is delivering fair and effective outcomes for our customers³⁶.

Taking your dispute to the ECC³⁷

~~122-113.~~ You may refer your dispute to the Electricity Complaints Commissioner if:

~~122-113.1~~ You are unhappy with the way we propose to resolve your dispute;

~~122-2113.2~~ Your dispute is not resolved within 20 business days of receiving it and we have not written to you explaining why we need further time; or

~~122-3113.3~~ Your dispute is not resolved within 40 business days of receiving it.

~~123-114.~~ You can contact the ECC:

Electricity Complaints Commissioner
PO Box 6144, Marion Square
Wellington
Freephone: 0800 22 33 40
Email: info@electricitycomplaints.co.nz

General

~~124-115.~~ While the ECC's disputes resolution process is free, you can also take your complaint to the Disputes Tribunal or through the court system.

~~125-116.~~ Within 10 days of resolving any dispute about our charges, **your account** ~~we will be credited your account~~ with any amount we owe you, or you will pay us any amount you owe us.

ABOUT THIS CONTRACT

³⁴ ECC Code, clause 18.1

³⁵ ECC Code, clause 18.2

³⁶ ECC Code, clause 18.3

³⁷ ECC Code, clause 18.3



~~126-117.~~ Subject to ~~clause clause [s] 27-31?~~ relating to changes in our prices, we may change part or all of this contract by giving you at least one month's notice under ~~clause clause []-147?~~, in which we will explain the reasons for the changes.

~~127-118.~~ This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.

~~128-119.~~ If any terms or condition of this contract are ruled invalid in court, it will not affect the rest of this contract.

~~129-120.~~ We can transfer or assign all or any of our rights and obligations under this contract to someone else. 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.~~

~~130-121.~~ You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.

~~131-122.~~ The Foreword set out on pages 3-6 above does not form part of this contract.

~~132-123.~~ In the event of any conflict between this contract and the ECC's Code of Practice, the Code of Practice prevails.

KEY EXPRESSION

TO COME

(Some picked up so far)

~~Appliance~~

~~Authorised tradesperson~~

~~Bond~~

~~Compensation~~

~~Confidentiality~~

~~Consumer Guarantees Act 1993~~

~~Consumption~~

~~Customer~~

Day

~~Disconnection~~

~~Disputes Tribunal~~

Electricity Commission

Electricity Complaints Commission (ECC)

~~Electricity Complaints Commissioner~~

Electricity Complaints Commission Code of Practice

~~Electricity (Hazards from Trees) Regulations 2003~~

Electricity industry rules

Equipment

~~Estimate~~

~~Events of non-supply~~

~~Fee schedule~~

~~Fixed price plan~~

~~Fixture or fitting~~

~~Flexible price plan~~



~~Frivolous or vexatious~~

Frequency

Harmonics (comply with NZ Electrical Code of Practice for Harmonic Levels)

~~Identification~~

~~Interruption~~

~~Join us~~

~~Liability~~

Lines

Lines company (include representatives or contractors)

Lines services

~~Local network~~Network

~~Losses~~

~~Meter board~~

~~Meters and related equipment~~

National grid

Network

Our invoice

Point of connection

~~Power factor~~

Retailer (include representatives and contractors~~us or another~~)

~~Responsibilities — duties and obligations~~

~~Surges~~

Surge protection device

~~Tampering~~

~~Tariff~~

~~Termination~~

Transpower



Voltage

We, us, our (include representatives or contractors)

~~Wholesale prices~~

~~Wholesale spot market~~

~~Wilful damage~~

You

Your Account

Your meter

~~Your local network~~

Your premises

