

# **DRAFT MODEL CONTRACT FOR DOMESTIC CONSUMERS (Interposed)**

*Draft September 2004*

### **Preliminary Note**

- The Foreword that follows forms part of this model package. However, the words of the Foreword do not form part of the contract itself. This is provided for in the final section of the model contract, 'About this Contract'. The purpose of the Foreword is to increase consumer understanding, a key objective underlying the GPS and Code.
- 'Code' means the Electricity Consumer Code of Practice which comprises Schedule C of the constitution for the Electricity Complaints Commissioner Scheme. 'ECC' means the Electricity Complaints Commission. 'GPS' means the draft Government Policy Statement of September 2004. 'MDAP' means the Model Distribution Agreement developed by an industry project team in 2003.
- 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.

## FOREWORD [OPTIONAL]

The foreword set out on pages 3 to 7 does not form part of this contract.

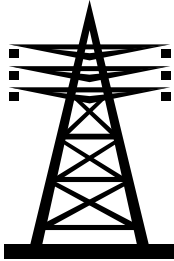
### About the Electricity System

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



#### GENERATION:

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



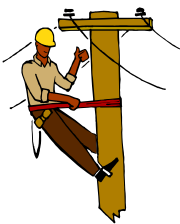
#### TRANSMISSION:

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



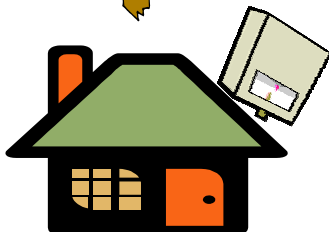
#### LOCAL NETWORK:

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



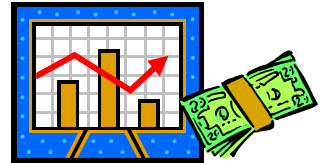
#### POINT OF CONNECTION:

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



#### METERS:

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



#### WHOLESALE MARKET:

This is where generators sell and Retailers buy electricity.

#### RETAILERS:

NZ has five main electricity Retailers.



#### WHAT RETAILERS DO

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

## Where Does Your Responsibility Lie?

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

### Where does your responsibility lie?



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

## Key Features of Contract

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

Us		You
<b>Transport:</b> We will arrange for electricity to be transported to your Point of Connection (see clauses [ ])	↔	<b>Address:</b> You will give us the correct address of where you want power delivered to (see clauses [ ])
<b>Meter:</b> We will provide you with an approved Meter (see clauses [ ])	↔	<b>No Tampering:</b> You will not tamper with the Meter (see clauses [ ])
<b>Meter Reading:</b> We will accurately record how much power you use (see clauses [ ])	↔	<b>Access:</b> You will give us reasonable access to your Premises at reasonable times (see clauses [ ])
<b>Prices:</b> We will give you at least 30 days' notice before increasing out prices (see clauses [ ])	↔	<b>Fixed price:</b> If you choose a pricing plan with a fixed price for an extended period, you are expected to stay with the plan even if other Retailers' prices are cheaper (see clauses [ ])
<b>Invoices:</b> We will send you accurate invoices (see clauses [ ])	↔	<b>Payment:</b> You will pay our invoices on time (see clauses [ ])
<b>Standards:</b> We aim to meet certain minimum performance standards (see clauses [ ] or list)	↔	<b>Standards:</b> You will seek to make sure your wiring and equipment are up to standard and do not interfere with the Network (see clauses [ ])
<b>Complaints Resolution:</b> We will provide a free and fair dispute resolution process (see clauses [ ])	↔	<b>Safety + Special Needs:</b> You will inform us of any hazards or special needs you may have (see clauses [ ])
<b>Switching:</b> We will transfer you to another Retailer if you wish (see clauses [ ])	↔	<b>Moving:</b> You will give us [ ] days' notice if you are moving Premises (see clauses [ ])
<b>Interruptions:</b> Your supply may be interrupted for a variety of reasons (see clauses [ ])	↔	<b>Surges:</b> You should protect any sensitive equipment, like computers and TVs, against surges and fluctuations (see clauses [ ])

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

## Interposed

This contract is called an “interposed” contract. As briefly explained on page 3, the Lines Company provides the Lines Services in respect of your Premises. These Lines Services include the service of transporting over their Network to your Premises the electricity we sell to you. We have entered into a contract with the Lines Company for the Lines Company to provide those Lines Services. The Lines Company does not have a contract with you. We therefore stand between you and the Lines Company. This is called “interposed”.

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

## Information and Advice

NZ has five main electricity Retailers. Most offer different services and prices. Compare before you commit.

For more information about different Retailers in your area:

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

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

## Key Questions

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

- What price plan best suits your needs?
- How frequently can your Retailer change its prices?
- Is your Retailer a member of the ECC scheme?
- How often does your Retailer read your Meter?
- Are your invoices normally based on estimates of your consumption or actual Meter reads?
- What service commitments does your Retailer offer – eg what is its target time for answering your calls or fixing any faults?
- What compensation will you receive if your Retailer does not meet these commitments?

Don’t send any electricity back down your power Line without our approval



- Will your price stay the same even in a 'dry year' (if hydro lakes are low)?

## Electricity Prices

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

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

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

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

Just as you choose a fixed or floating interest rate on your mortgage, you may be able to choose how long you want your power price to be fixed. Retailers must offer at least 30 days. You may want to fix it for longer. Ask us to explain your options.

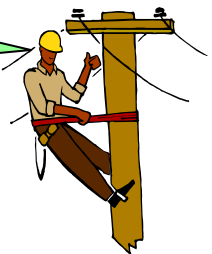
Electricity can be a complicated business. Our aim is to make it simple for you.

## [Comparing this Contract [delete if not applicable]

We are a member of the ECC scheme and are required to meet or exceed the requirements of the Code. For more information about the ECC:

- Go to **[www.electricitycomplaints.co.nz](http://www.electricitycomplaints.co.nz)**
- Call the Citizens' Advice Bureau on **0800 36 72 22**

Keep your trees clear  
of power Lines.



## Copy of Contract

Upon you becoming our customer we will provide to you, in accordance with **clause 144** of the contract, a summary of the terms of our contract with you. This summary will include details of such matters as:

- our performance commitments and compensation if we do not achieve these;
- our prices and fees for our services (including any disconnection or reconnection charge) and the period for which these will remain valid;
- any payment options for our service fees and any discount for prompt payment;
- the frequency with which we will read your Meter;
- rights in respect of access to your Premises (including our obligations when exercising these rights);
- any limitations of our liability to you if we breach our contract with you;
- who your Lines Company is who provides you with Lines Services;
- who you should contact if there is any interruption in your supply of electricity or if you have any complaints in respect of our contract with you.



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## THE CONTRACT

### RETAILER'S WELCOME – ABOUT US

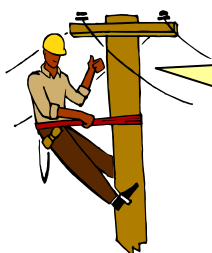
[To come]

[Space for marketing pitch by Retailer]

- Who we are
- How to make contact with us

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

- Other (marketing) information about us



**BE SAFE.**

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

## HOW TO BECOME OUR CUSTOMER

### How to apply

1. You can apply to join us by <sup>[delete any modes not applicable to you as a Retailer]</sup>.
  - 1.1 Completing a customer application form and sending it to us at *[address]*. We will respond by *[Retailer to insert]* within 2 Working Days of receipt of your application;
  - 1.2 Calling us on *[0800-Retailer]*. It will help if you have a copy of a previous electricity invoice when you call; or
  - 1.3 Registering as a customer on our web site at *[www.retailer.co.nz]*.
2. Before accepting you as a customer, we need to check that you meet our acceptance criteria. Our acceptance criteria are: *[Retailer to insert]*. In some cases, we need to ask for a Bond. The circumstances when a Bond will be required are set out in **clause 64**.
3. A contract between us is formed and you will be liable to pay our charges<sup>1</sup> when we accept your application to join us<sup>2</sup> or when you first use electricity supplied by us, whichever occurs first.
4. If your application is accepted (or you use electricity supplied by us without applying to do so) you will be bound by these terms and conditions.

### Moving to Premises we already supply

5. If you move to Premises we already supply and you were our customer at your previous Premises you need to tell us, but you do not need to re-apply to join us. However, we do need a final Meter reading from your previous Premises and your new Premises. Your options for arranging this are set out in **clauses 94 and 95** below.
6. If you move to Premises we already supply but were *not* our customer at your previous Premises:
  - 6.1 Please apply to join under **clause 1** above;
  - 6.2 If you do not apply, we may disconnect your supply;
  - 6.3 If you do not meet our acceptance criteria (as set out in **clause 2** above), we may decide not to accept you as a customer, in which case we would disconnect you under **clause 129.7** unless you arrange supply from another Retailer;

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<sup>1</sup> Code, clause 14.1 paragraph 2 (a consumer will only be liable for charges from the date of occupancy or responsibility unless another date has been agreed).

<sup>2</sup> Code, clause 23.7.

- 6.4 If you do not apply to join us, or apply but not do meet our criteria, and do not switch to another Retailer, you must still pay us for any electricity you use, and for any other services we provide at the Premises.

### **Moving to Premises we do *not* already supply**

7. If you are moving to Premises we do *not* supply but within an area we do supply, and:

- 7.1 You were our customer at your previous Premises:
- a. You do not need to re-apply;
  - b. But you do need to tell us the address of your new Premises; and
  - c. We need to receive a final Meter reading from your previous Premises and your new Premises. Your options for arranging this are set out in **clauses 94 and 95** below.
- 7.2 You were *not* our customer at your previous Premises, please apply to join under **clause 1** above.

### **Same Premises but you want to switch to us**

8. If you are switching to us from another Retailer, but staying in the same Premises, we will arrange the switch with your existing Retailer. However, to complete the switch:
- 8.1 You must apply to join us under **clause 1**;
  - 8.2 Your existing Retailer must receive a final Meter reading taken on the date of the switch; and
  - 8.3 You must authorise us to obtain any key to, and/or other security information for, your Premises from your existing Retailer.

The switch may occur within a few days but will occur within a maximum of 23 days.

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

9. 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.
10. 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 149 and 150**.

11. When you cease to be a joint customer, you are still liable for all customer responsibilities that arose while you were a customer.
12. 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

13. To become our customer, we need you to provide us with certain information. We may not be able to process your application if the information is not provided. Please tell us promptly if any of this information changes.
14. We may use any information we collect and hold about you for any or all of the following purposes:
  - 14.1 To supply electricity to you;
  - 14.2 To invoice you;
  - 14.3 To carry out credit checks or debt collection;
  - 14.4 To send you notices or contact you;
  - 14.5 If you agree, for market research purposes, as set out in **clause 18.4**;
  - 14.6 To meet the requirements of the Electricity Governance Regulations and Rules and the ECC;
  - 14.7 To meet the requirements of the operators of the Grid or Networks or a trust or co-operative owned Lines Company;
  - 14.8 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;
  - 14.9 *[Retailer to insert any additional purposes]*.
15. We may record telephone conversations with you. We do this to:
  - 15.1 Help train and monitor our customer service staff;
  - 15.2 Confirm our contractual commitments with you; and
  - 15.3 Help resolve any disputes.

### Confidentiality

16. Information about you will be held and used by us in accordance with the Privacy Act 1993<sup>3</sup>.
17. Under the Privacy Act, you or any other customer under this contract may access and request the correction of any of the information we hold under this contract<sup>4</sup> by contacting us. Our contact details are set out on page [ ].
18. We may also disclose information about you to:
  - 18.1 Any other person who is a customer under this contract;
  - 18.2 Credit reporting and debt collection agencies;
  - 18.3 The ECC in connection with any complaint made by you;
  - 18.4 If you agree, market research companies to carry out market research for us in relation to the services under this contract<sup>5</sup>;
  - 18.5 The Lines Company and/or the trust or co-operative that owns that Lines Company so that they may pass on rebates or discounts, or prepare electoral rolls of trust beneficiaries;
  - 18.6 The operator of the Grid or Network for the running of their respective networks;
  - 18.7 Any person we are required by law to provide with information about you;
  - 18.8 [Any other third parties].<sup>6</sup>
19. 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

*Explanatory note: Quality of service is a key point of differentiation between competing Retailers. Retailers are encouraged to set out in this section their target levels of customer service and performance standards. [This model contract suggests nominal target levels in most cases, but invites Retailers to adapt these if the nominal levels are not appropriate, and to identify their own where nominal levels are not specified.]*

20. Subject to **clause 21**, we have set ourselves the following performance commitments for our customers:

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<sup>3</sup> Code, clause 26.1.

<sup>4</sup> Code, clause 26.1.

<sup>5</sup> Retailers to obtain the consent of customers to disclose information to market research companies.

<sup>6</sup> If Retailers know the address details of any organisation that will hold the information (e.g. credit reporting agency), that information should be specified.

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

Phone: [x] seconds until you are speaking to a customer service representative.

Write: [x] Working Days from receipt.

Email: [x] Working Days from receipt.

20.2 **Invoice queries:** Time to correct any errors in your invoice or Meter estimates, once notified: [x] Working Days.

20.3 **Prompt invoices:** Subject to **clause 94**, we will send you an invoice based on an actual reading at least every [x].

20.4 **New connections:** Time for 'livening' new connections where all necessary equipment is in place and other requirements are met: [x] Working Days.

20.5 **Faults:** Time to send a representative to investigate your fault, 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.

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

If you tell us that you are concerned about voltage, we will install equipment at your Point of Connection to measure voltage sags. The number of voltage sags below [xx%] of nominal voltage at the Point of Connection 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.

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

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

20.9 **Planned interruptions to supply:** We will communicate the duration of planned interruptions to your supply in accordance with **clause 121** and we will use reasonable endeavours to ensure that any interruption does not continue after its scheduled duration. Subject to **clause 120.6**, or unless you agree otherwise, planned

interruptions to your electricity supply will not exceed [x] minutes in total per annum.

- 20.10 **Unexpected interruptions to supply:** Unexpected interruptions to your supply can happen for various reasons. After learning of an unplanned outage on the Network, we will restore your supply within the times specified below.

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

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

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

- 20.11 **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 20.10** above, after you have advised us of the problem.

- 20.12 **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.<sup>7</sup>

21. We may be prevented from meeting the performance commitments in **clause 20** due to an act, event, omission or accident beyond our control including, without limitation, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, or significant Grid or Network failure. In these circumstances, we will use our reasonable endeavours to meet the performance commitments as soon as practicable.
22. Subject to **clause 21**, if we miss any of the performance commitments in **clause 20**, we will offer you [an appropriate reduction] in your next invoice<sup>8</sup>.

<sup>7</sup> Code, clause 12.1 and 12.3.

<sup>8</sup> Code, clause 12.2.



## OUR PRICES + FEES

### Our prices

23. 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<sup>9</sup> for your region by:

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

23.2 Visiting our web site at [ ].

*[Retailer should note that prices and fees should be made available as a matter of course in order to provide information to consumers and to avoid disputes regarding payment for services.]*

24. 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.
25. 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

26. We also charge fees for services provided under this contract. Our fees are set out in our fees schedule, which is available 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 [ ].

### Price changes

27. We may only increase our prices after giving you at least 30 days' notice, unless we have agreed to give you more notice under an alternative pricing plan. We will give notice:

27.1 By [sending you a notice/emailing you/calling you/placing an advertisement in a local newspaper/posting the information on our web site] *[Retailer to insert how price increase will be communicated. This may depend on the price plan chosen.]; or*

27.2 In accordance with **clause 144** if we increase our prices by more than 5%.<sup>10</sup>

28. If we increase our prices we will explain the reasons for the increase when we give you notice in accordance with **clause 27**.

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<sup>9</sup> Code, clause 13.1

<sup>10</sup> Code, clause 11.2.

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.

### **Change in Lines charge**

30. If there is a decrease in the tariff we are charged by the Lines Company, we will detail the components of this change with your next invoice whether or not we change our prices and fees. If we do not decrease our prices and fees we will provide an explanation for this.
31. If there is an increase in the tariff we are charged by the Lines Company and our price or fees increase as a result, we will detail the components of this change with your next invoice and provide an explanation for the increase.

## **INVOICES + PAYMENT**

### **Our invoices**

32. We will send you an invoice for your actual or estimated electricity use every month, unless the price plan you choose provides otherwise<sup>11</sup>.
33. We will charge you according to your price plan, together with any relevant fees incurred under our fees schedule.
34. If your price plan includes fixed charges, we will itemise these fixed charges separately.
35. Our invoice may include charges for goods or services you have asked us to provide other than electricity and Lines Services. We will show any of these additional items separately, unless you agree otherwise<sup>12</sup>.
36. [Our invoice will show both the charges for the electrical energy supplied to you and the Lines Company's charges for transportation of that electrical energy.]
37. Our invoice will include the name of the Lines Company.

### **Estimated invoices**

38. If your Meter has not been read for the period covered by an invoice, we will make a reasonable estimate of your likely electricity use during the invoice period.
39. If your invoice is based on an estimate, we will say so on your invoice. If you ask, we will explain the basis of our estimate<sup>13</sup>.

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<sup>11</sup> Code, clause 14.1.

<sup>12</sup> Code, clause 14.3.

<sup>13</sup> Code, clause 14.4.

## Delivery of invoice

40. We can send our invoices to you by post, or by sending you an email advising that it is available online. Please tell us the:

40.1 Method of delivery you prefer; and

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

41. If you are using a prepayment Meter, you will not receive an invoice, unless otherwise agreed.

42. We will assume you have received our invoice 3 days after we post it or the day after we email it.

## Customer to pay invoice

43. You must pay our invoices in full by the due date on the invoice, whether it is based on actual or estimated electricity use<sup>14</sup>.

44. If you think our invoice has an error, please contact us so we can clarify any issues. Our contact details are set out on page [ ].

45. If you dispute part (or all) of any invoice, you must still pay the undisputed amounts.

## Important advice

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

47. 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 but a default in payment may be treated by us as a default under this contract.

48. If you fail to pay our invoice, your electricity supply may be disconnected. This is explained further in **clauses 126 to 128** below.

49. If you are having difficulty paying our invoices, please let us know. Our contact details are set out on page [ ]. We have policies in place that may help you manage your payments<sup>15</sup>.

## Payment options<sup>16</sup>

50. You can pay our invoices in a variety of ways <sup>[delete any that are inapplicable]:</sup>

50.1 By direct debit authority;

50.2 By regular automatic payment of a fixed amount;

50.3 By telephone transfer from your bank;

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<sup>14</sup> Code, clause 14.4.

<sup>15</sup> Code, clause 16.1.

<sup>16</sup> Code, clause 16.3.

- 50.4 By charging your credit card;
- 50.5 By sending us a cheque;
- 50.6 By paying in advance;
- 50.7 By internet transfer from your bank account; or
- 50.8 By paying at one of our authorised collection agents.

### **Pre-payment option**

- 51. If you would like to have more control over the amount of electricity you use or the sum you spend on electricity, we will offer a pre-payment option.
- 52. This option may require a special device at your Premises, which only allows electricity to flow into your Premises if you have paid for it in advance.
- 53. You may be asked to pay for the special device to be installed if it is not already on your Premises. We can tell you the installation costs if you ask.
- 54. Please contact us if you would like to know more about our pre-payment option. Our contact details are set out on page [ ].

### **Fees + discounts**

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

### **Invoice errors + late invoices**

- 58. If our invoice is based on a Meter reading (not an estimate) and we over-charge you in error<sup>17</sup>:
  - 58.1 You are only liable to pay the correct amount and we will refund you the amount we over-charged; and
  - 58.2 You can choose how it is refunded.

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<sup>17</sup> Code, clause 14.1.

59. If our invoice is based on Meter readings (not an estimate) and we under-charged you in error you are only liable for the amount that should have been charged<sup>18</sup>, unless we under-charged you in error for more than [2] months, and we could reasonably have been expected to have been aware of the error. In that case, we will only recover the amount that should have been charged for the first [2] months we have under-charged you and following that we will only recover the amount that we actually charged, unless you contributed to the error, or could have reasonably been expected to have known about the error.
60. If we send you an invoice that is more than 2 months late, you will have at least the length of time covered by the invoice to pay it, in regular instalments or as otherwise agreed. If an invoice is more than 3 months late, we will negotiate an appropriate discount with you, so long as you pay our other invoices on time.
61. No interest is due on any amounts over-paid or under-paid in relation to incorrect or late invoices.

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

62. Sometimes Meters are faulty and may measure more or less electricity than you actually use. If this happens, we cannot tell for sure how much power has actually been used and therefore:
- 62.1 Subject to **clause 63** you are only liable for the amount shown on the Meter, unless you contributed to the fault, or could have reasonably been expected to know about the fault;
  - 62.2 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.
63. However, if your Meter has been tampered with, we will invoice you for electricity we reasonably estimate you are likely to have used. If you ask, we will explain the basis on which our estimate is calculated.

## **BOND<sup>19</sup>**

### **Why a Bond may be needed**

64. For some customers, we may at any time (at our discretion) require a Bond. A Bond is a sum of money we collect from you and hold as security against non-payment by you of our invoices. If we require a Bond the reason for our decision will be explained to you. A Bond may be required if you:
- 64.1 Do not meet our credit criteria as set out on our web site;
  - 64.2 Have a pattern of unpaid electricity invoices;

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<sup>18</sup> Code, clause 14.1.

<sup>19</sup> Code, clause 17.

- 64.3 Have been repeatedly late in paying your electricity invoices;
  - 64.4 Have tampered or interfered with a Meter or other electricity equipment;
  - 64.5 Have repeatedly refused or obstructed access to your Premises for a Meter reading; or
  - 64.6 Have been disconnected for any of the reasons referred to in **clauses 126 and 129** below.
65. We will hold your Bond as security against any amounts invoiced and unpaid under this contract.
66. If we require a Bond, the Bond must be paid to us within [x] Working Days of the date we request the Bond from you.<sup>20</sup>

### Amount of Bond

- 67. Any Bond will not exceed [the value of 1 month's consumption by an average household]<sup>21</sup>.
- 68. Any Bond will be held in trust on your behalf in a separate account, which earns interest.
- 69. Interest earned on your Bond will be paid to you when we repay your Bond in accordance with **clauses 70 and 72** in the same manner as you choose to have your Bond repaid.

### Repayment

- 70. We will repay your Bond within 1 month of the following:
  - 70.1 You maintaining a satisfactory payment record and not coming within **clauses 64.2 to 64.6** above for 1 year (or earlier if we agree); or
  - 70.2 You switching to another Retailer or terminating our supply of electricity to you, less any amounts you owe us,

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

<sup>20</sup> Code, clause 17.1.

<sup>21</sup> This is a GPS requirement.

## METERS

### Installation of Meters

73. A Meter measures how much electricity you use. Meters are required at your Premises.
74. If you do not have the necessary Meters, we will arrange for them to be installed. You may not install any Meters yourself.
75. Your Meters need to be suitable for the amount of electricity you expect to use and the price plan you choose. We will choose the appropriate Meters and charge you for the installation of those Meters.
76. Pre-payment Meters are available in some areas. Details about the cost of pre-payment Meters are available by:
- 76.1 Calling us. Our contact details are set out on page [ ];  
or
- 76.2 Visiting our web site at [ ].
77. 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.
78. In some cases, it may be necessary to upgrade your Meters if your consumption increases. We may charge you the costs of installing new Meters. We will advise you on whether any upgrade is required and the cost of the upgrade.
79. If you do not own your Premises, you must get the owner's permission before any Meter or related equipment is installed.
80. No matter how it is installed, no Meter is ever a 'Fixture'. This means a Meter never becomes part of the Premises. At all times, it remains the property of the Meter owner and you must not allow any security interest to be created over any Meter or related equipment.

### Location and protection of Meters

81. You must ensure that Meters are installed on a suitable meter-board, which is easy for us to access and has a viewing panel of sufficient size for us to view the Meter registers.
82. New buildings must have Meters installed on the outside, in an easily accessible location.
83. You must, at your expense, take all reasonable steps to protect any Meters and related equipment at your Premises against interference or damage.
84. If you could have prevented interference or damage to Meters or related equipment by exercising reasonable care, we may recover from you any costs we incur in repairing or replacing the Meters or related equipment.

- 85. You must ensure that Meters or related equipment are not removed or replaced without our consent.
- 86. Please notify us as soon as possible if you become aware that the Meters or related equipment are damaged, defective or look unsafe.
- 87. If you require a Meter or related equipment to be relocated on your Premises, you must use an Authorised Tradesperson to do this. Please contact us if you need any assistance.

### **Meter maintenance and accuracy**

- 88. We are responsible for maintaining Meters and related equipment. This includes ensuring that any Meter is accurate within industry standards.
- 89. We may repair, test or replace the Meters or related equipment at any time and you must provide access, as set out in **clause 100**, for us to do so. We will test the Meters within [x] days if you ask us to.
- 90. If we test a Meter, subject to **clause 92**, we will inform you of the results of the test on request and if:
  - 90.1 It is faulty and you had no part in causing the fault, we will replace or repair the Meter at our cost;
  - 90.2 It is not faulty and you requested the test, we may charge you our costs for testing the Meter provided that, subject to **clause 92**, we informed you of any extra charge you might incur if we did test your Meter, prior to undertaking this work.
- 91. Subject to **clause 92** we will inform you prior to taking any action on your Meter which may impact on your invoices or result in an extra charge.
- 92. Our obligation to inform under **clauses 90 and 91** does not apply where we have reasonable cause to suspect that fraud, theft or Meter tampering has taken place.
- 93. You are responsible for maintaining the Meter box and board on which the Meters or related equipment are located, together with any fuse board, main switch, internal wiring and the wires that connect your Premises to the Network.

### **Meter Reading**

- 94. We will read all Meters at your Premises at least quarterly, unless<sup>22</sup>:
  - 94.1 The Electricity Governance Regulations and Rules require a different frequency;
  - 94.2 We both agree otherwise; or

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<sup>22</sup> Code, clause 15.1.



- 94.3 We cannot gain reasonable access to your Meters, or you do not tell us the correct Meter location.
- 95. You<sup>23</sup> may read your Meters yourself and give us the readings. We can decide whether or not to accept your readings. If we do not accept any of your readings, we will carry out a special Meter reading within [5] Working Days. If it turns out that:
  - 95.1 Your reading was accurate, we will not charge you for the cost of our special reading; or
  - 95.2 Your reading was inaccurate, we may charge you for the cost of our special Meter reading.

### **Tampering with Meters**

- 96. You must not tamper with any Meters or related equipment. Tampering with Meters is dangerous and may be a criminal offence.
- 97. If you are found to be at fault, we will charge you for all reasonable costs incurred in:
  - 97.1 Investigating any possible tampering; and
  - 97.2 Any necessary repairs.
- 98. If any of your Meters or related equipment have been tampered with:
  - 98.1 We will invoice you for the electricity we reasonably estimate you have used;
  - 98.2 We may disconnect your supply under **clause 129.2** below; and
  - 98.3 We may terminate this contract under **clause 149** below and refuse to reconnect your supply.

## **ACCESS TO YOUR PREMISES**

### **Need for access<sup>24</sup>**

- 99. We or the Lines Company may need access to your Premises to:
  - 99.1 Turn the electricity supply on or off;
  - 99.2 Inspect, test, install, operate, maintain, replace, or remove any equipment related to your electricity supply;
  - 99.3 Read your Meters;
  - 99.4 Find the cause of any interference with the quality of supply to your Premises or the surrounding area;

<sup>23</sup> Code, Clause 14.4 (consumers should be given the opportunity of reading their own meters).

<sup>24</sup> Code, clause 22.1.

- 99.5 Prevent harm to people or Premises from equipment for which we or the Lines Company are responsible;
- 99.6 Clear trees, vegetation or other obstacles from Lines and related equipment if you fail to do so under **clauses 109 and 110**<sup>25</sup>;
- 99.7 Maintain and protect the operation of the Network; or
- 99.8 Comply with any legal obligations for which access is required.

### **Your obligations<sup>26</sup>**

- 100. When access to your Premises is required you must provide us and the Lines Company with access:
  - 100.1 That is safe and unobstructed, particularly from any dogs or other animals at your Premises;
  - 100.2 Any time between 8am and 7pm Monday to Saturday, excluding public holidays (unless another time is agreed);
  - 100.3 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 of which you have been given at least 5 Working Days' notice;
    - d. To protect the Network; or
    - e. To deal with any other emergency situation involving the electricity supply; and
  - 100.4 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.
- 101. 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 144** of our wish to gain access to your Premises.

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<sup>25</sup> MDAP, schedule 5.

<sup>26</sup> Code, clause 22.1.

102. 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.
103. 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 by:
- 103.1 Calling us and we will post it to you. Our contact details are set out on page [ ]; or
- 103.2 Visiting our web site at [ ].

#### **Our remedies if no access<sup>27</sup>**

104. If you refuse to provide or you obstruct access as required under **clause 100** above:
- 104.1 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 [ ];
- 104.2 We may estimate your electricity use and invoice you in accordance with **clause 38** above;
- 104.3 We may disconnect you under **clause 129.5**; and/or
- 104.4 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 permission<sup>28</sup>.

## **YOUR OTHER RESPONSIBILITIES<sup>29</sup>**

#### **Not to interfere with Network<sup>30</sup>**

105. You must not send signals or other communications through the Network.
106. 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.
107. 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.

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<sup>27</sup> Code, clause 22.1.

<sup>28</sup> MDAP, schedule 5.

<sup>29</sup> Code, clause 21.3.

<sup>30</sup> MDAP, clause 29.10(a).

108. You must comply with the Lines Company's Network connection standards. You can obtain a copy of these from your Lines Company<sup>31</sup>. If you do not know how to contact your Lines Company, please ask us. Our contact details are set out on page [ ].

### **Keep Lines clear**

109. You must keep trees, vegetation or other obstacles at your Premises clear of Lines and related equipment<sup>32</sup>. 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.
110. Your rights and obligations in relation to trees are set out in the Electricity (Hazards from Trees) Regulations 2003. For more information please contact your Lines Company. If you do not know how to contact your Lines Company, please ask us.<sup>33</sup>

### **Increased use**

111. 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 the Lines Company has the capacity to provide the supply.

### **Protection against surges or spikes<sup>34</sup>**

112. 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.
113. We also recommend that you consider taking out insurance against surges, spikes and other fluctuations or interruptions in electricity supply.

### **Connections and renovations**

114. Only a qualified person may connect or reconnect your Premises to the Network.
115. If you are making a new connection, or asking for a reconnection after 6 months of being disconnected, you need to obtain the appropriate certification from a licensed electrical inspector, or other approved service providers. You must pay any costs associated with certification. Please call us if you would like any advice. Our contact details are set out on page [ ].

### **Safety**

116. Please contact us, or the Lines Company, if you become aware that any equipment relating to your electricity supply is defective, damaged or

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<sup>31</sup> MDAP, schedule 5.

<sup>32</sup> Code, clause 21.2.

<sup>33</sup> Code, clause 21.3.

<sup>34</sup> Code, clause 12.4.

causing a hazard. Our contact details are set out on page [ ].  
If you do not know how to contact your Lines Company, please ask us.

## OUR SUPPLY OF ELECTRICITY TO YOU

### Our promise to supply

- 117. We will supply electricity to your Premises at quality and reliability levels in accordance with current laws including the Electricity Governance Regulations and Rules.
- 118. Electricity will be supplied at your point of supply at 400/230 volts (+ or – 6%) and approximately 50 Hertz alternating current.
- 119. 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 120 to 129** below.

### Technical interruptions

- 120. Your supply may be interrupted:
  - 120.1 To maintain or replace equipment owned by us or the Lines Company, or related to the Network;
  - 120.2 To upgrade the quality of supply to your Premises or surrounding area;
  - 120.3 To protect persons or Premises;
  - 120.4 For any other health and safety reasons;
  - 120.5 To comply with proper instructions from the Lines Company, Transpower, the Electricity Commission, or any regulatory authority; or
  - 120.6 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, or significant Grid or Network failure.
- 121. If an interruption of your supply is planned for any of the reasons in **clauses 120.1 to 120.5** above, we will give you at least 4 days' notice of the time and expected duration of the outage<sup>35</sup>. Notice will be given in accordance with **clause 144**. No notice is required if the event is unplanned. However, we will use reasonable endeavours to notify you of the time and expected duration of any outage as soon as reasonably practicable.

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<sup>35</sup> Code, clause 20.1.

122. If your supply is interrupted for any of the reasons set out in **clause 120.6** we will use reasonable endeavours to reconnect your supply as soon as practicable.

### Interruptions under a price plan

123. 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).
124. Any interruption of this kind will be within the terms of your price plan and does not require notice from us.
125. Your price plan will set out the maximum frequency, duration and maximum cumulative duration of the interruptions permitted under the plan.

### Disconnections for non-payment<sup>36</sup>

126. If **clause 127** applies, you may be disconnected if you do not pay in full, by the due date, any amounts you owe us in relation to the supply of retail services, Lines Services and/or electrical energy<sup>37</sup>.
127. Our right to disconnect you under **clause 126** above is limited as follows:
- 127.1 If you have not paid part or all of our invoice because, in good faith, you dispute it, and you have told us why you dispute it, we will not disconnect you or commence credit recovery action<sup>38</sup> before the dispute resolution process has been completed<sup>39</sup>. However, if we reasonably consider that your dispute is frivolous or vexatious, we may disconnect you;
  - 127.2 If you have not paid the undisputed part of our invoice (if any), then we may disconnect you in relation to this unpaid amount;
  - 127.3 **Clause 126** above applies to any of our 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 circumstances<sup>40</sup>;
128. If you are disconnected for non-payment, you must still pay:
- 128.1 Any amounts you owe us; and
  - 128.2 Any charges for services (such as Line charges) that continue to accrue after your electricity supply is disconnected.

<sup>36</sup> Code, clause 18.1.

<sup>37</sup> Code, clause 18.2.

<sup>38</sup> Code, clause 18.4.

<sup>39</sup> Code, clause 18.4.

<sup>40</sup> Code, clause 18.6.

## Disconnection for other reasons<sup>41</sup>

129. You may be disconnected if:

- 129.1 *Theft*: There is reasonable evidence of electricity theft;
- 129.2 *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 96** above;
- 129.3 *Generation*: You generate electricity at your Premises and send it into the Network without our prior consent in breach of **clause 106** above;
- 129.4 *Use of Lines*: You send signals or other communications through the Network in breach of **clause 105**;
- 129.5 *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 99** above;
- 129.6 *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;
- 129.7 *Application criteria*: You move into Premises we supply and apply to join us, but do not meet our application criteria;
- 129.8 *Emergency access*: If you deny immediate access to your Premises for us or the Lines Company under **clause 100.3**;  
or
- 129.9 *End of contract*: This contract is terminated and you have not switched to another Retailer.

## Notices of disconnection

130. Except in the case of agreed or emergency disconnections<sup>42</sup>, we will provide for<sup>43</sup>:

- 130.1 At least 7 days' notice of warning of disconnection before any disconnection;
- 130.2 A further 3 days for the delivery of the notice;
- 130.3 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

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<sup>41</sup> Code, clause 18.1.

<sup>42</sup> Code, clause 18.7. Unless the disconnection is an emergency or is otherwise agreed, notice of disconnections must be given in accordance with the clauses above.

<sup>43</sup> Code, clause 18.7.

disconnection and can be provided via telephone, telegram, or post;

- 130.4 If disconnection is not prevented by you and not completed within the timeframes notified we will issue another final warning no less than 24 hours nor more than 7 days before disconnection.<sup>44</sup>
- 131. We will take all reasonable steps to ensure that you actually receive a final warning, described in **clause 130**.<sup>45</sup>
- 132. Any warning or notice of disconnection will include information about<sup>46</sup>:
  - 132.1 The reasons for the disconnection;
  - 132.2 Our dispute resolution processes;
  - 132.3 Details of how you can avoid disconnection, including where applicable, where and how you can pay the amount owing;
  - 132.4 The fee for reconnecting you (including explicit information about the additional charges, over and above the payment of unpaid invoices, that will apply)<sup>47</sup>; and
  - 132.5 Our policies that may help you manage your payments if you are having difficulty paying our invoices.

### Disconnection charges

- 133. Our charges relating to disconnections and reconnections are set out in our fee schedule, which is available by:
  - 133.1 Calling us and we will post it to you. Our contact details are set out on page [     ]; or
  - 133.2 Visiting our web site at [     ].
- 134. Any fee we charge in relation to a temporary disconnection and/or reconnection will be no more than the amount required to meet the costs we incurred in the disconnection and/or reconnection<sup>48</sup>.

### Reconnection

- 135. Before we reconnect you, we may require you to:
  - 135.1 Pay all amounts you owe us, including any fees (as set out in our fee schedule), which may include a disconnection and reconnection fee;
  - 135.2 Pay any collection costs we incurred in obtaining payment of the amounts you owed us;

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<sup>44</sup> Code, clause 18.7.

<sup>45</sup> Code, definition of "Provide a Final Warning".

<sup>46</sup> Code, clause 18.10.

<sup>47</sup> Code, clause 18.8.

<sup>48</sup> Code, clause 18.9.



135.3 Agree on a satisfactory method for paying future charges;

135.4 Provide a Bond under **clause 64** above.

136. 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

137. 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.

138. The CGA gives you the benefit of various guarantees, including:

138.1 That our electricity is of acceptable quality, and is fit for the purposes for which you buy it; and

138.2 That we will provide our services to you with reasonable care and skill.

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

### Other matters

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

141. Our liability to each other under **clauses 137 to 140** above is in addition to any other amounts we may owe each other.

### Compensation from Lines Company

142. As explained in the foreword and in **clauses 153 to 156** below, we contract with your Lines Company to deliver electricity to your Premises. To achieve a better quality and reliability of service for you, we encourage Lines Companies to give service guarantees.

143. 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 its services.

## NOTICES

144. A notice from us to you may be:

- 144.1 Delivered to the address to which you asked us to send notices;
  - 144.2 Posted to your last known postal address;
  - 144.3 Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or
  - 144.4 Faxed to your last known fax number, if you have agreed to have notices delivered in this manner.
145. To ensure you receive the notices we send please update us with your contact details should they change.
146. Subject to **clauses 27 and 147**, and provided we also comply with **clause 121** where appropriate, we may give you notice by placing a notice in your local newspaper and posting information on our web site at [www.[retailer].co.nz] to inform you of:
- 146.1 Any planned interruption or disconnection of electricity supply; or
  - 146.2 Any changes to the terms and conditions of this contract.
147. Notice of any change to our frequency of invoicing and frequency of Meter reading and disconnection under **clause 129** will be given under **clause 144** above<sup>49</sup>.
148. We are entitled to assume that a notice from us has been received by you:
- 148.1 On the day it was delivered to the address to which you asked us to send notices;
  - 148.2 3 days after it was posted to your last known postal address;
  - 148.3 The day after it was transmitted to your last known email address or fax number;
  - 148.4 On the day after it was published on our web site, or the notice appeared in your local newspaper.

## TERMINATION

### Termination

149. This contract may be terminated:
- 149.1 By you providing us with 1 month's notice;
  - 149.2 By you switching to another Retailer;

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<sup>49</sup> Code, clause 10.2 Note: The amended Code requires that changes to the frequency of billing and meter reading must be individually communicated in writing.

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

150. On or before termination:

150.1 A final Meter reading is required;

150.2 You must contract with another Retailer or you may be disconnected;

150.3 If you do not contract with another Retailer, you must stop using electricity and any of our other services; and

150.4 You must pay in full any amounts you owe us.

### **Your responsibilities continue**

151. 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:

151.1 To pay all amounts you owe us;

151.2 To provide access for us or the Lines Company:

- a. To the Meters at your Premises;
- b. To maintain any equipment owned by the Lines Company; and
- c. To keep trees, vegetation or other obstacles clear of Lines and related equipment.

### **Our responsibilities continue**

152. Our responsibilities under this contract that are intended to apply after this contract has been terminated will continue until their purpose is served. Some examples include our obligation:

152.1 To pay all amounts we owe you. For example, we may be required to repay your Bond under **clause 70** and pay you interest on your Bond under **clause 69**;

152.2 To return your keys or transfer them to another Retailer in accordance with our policies, which are available on our web site and will also be sent to you if you contact us. Our contact details are set out on page [ ].

## **LINES COMPANY**

153. We contract your Lines Company to transport electricity across its Network to your Premises.

154. Your Lines Company owns, operates and maintains most of the Lines and related equipment in your area up to the point where your Premises connects to its Network. This is also shown in the foreword.

155. We are responsible for making sure that your Lines Company meets its obligations in transporting electricity to your Premises.
156. If you have a problem with your Lines or related equipment, please contact us. Our contact details are set out on page [ ].

## COMPLAINTS

### Making a complaint

157. 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.
158. If you remain unsatisfied, please contact our [*complaints resolution officer*] by [*Retailer to insert details including in writing, by phone, face to face, hand delivery, facsimile, email etc*]<sup>50</sup>. [Delete if not applicable]
159. Our complaints resolution process is free and committed to delivering fair and effective outcomes in good faith<sup>51</sup>. A written copy of our processes is available on our web site or by contacting us. We aim to meet the standards required by the ECC, of which we are a member. [Delete if not applicable]
160. You will be treated courteously and with respect. Our [*staff*] are trained in dealing with complaints. Our [*staff*] will acknowledge your complaint within 2 Working Days 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.<sup>52</sup>
161. We review our complaints resolution process regularly to make sure it is delivering fair and effective outcomes for our customers<sup>53</sup>.

### Taking your dispute to the ECC<sup>54</sup>[Delete if not applicable]

162. You may refer your dispute to the ECC if:
  - 162.1 You are unhappy with the way we propose to resolve your dispute;
  - 162.2 Your dispute is not resolved within 20 Working Days of receiving it and we have not written to you explaining why we need further time; or
  - 162.3 Your dispute is not resolved within 40 Working Days of receiving it.
163. You can contact the ECC:

<sup>50</sup> Clause 23.2 of the Code requires that complaints must be accepted in any reasonable form.

<sup>51</sup> Code, clause 23.1.

<sup>52</sup> Code, clause 23.3.

<sup>53</sup> Code, clause 23.4.

<sup>54</sup> Code, clause 23.4.

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

## General

- 164. While the ECC's disputes resolution process is free, you can also take your complaint to the Disputes Tribunal or through the court system.
- 165. Within 10 Working Days of resolving any dispute about our charges, we will credit your Account with any amount we owe you, or you will pay us any amount you owe us.

## ABOUT THIS CONTRACT

- 166. Subject to **clause 27** (relating to changes in our prices), and **clause 147** we may change part or all of this contract by giving you at least 30 days' notice under **clause 144 or 146**, in which we will explain the reasons for the changes.
- 167. This contract replaces any other contract you may have had with us and includes any other document referred to in this contract.
- 168. If any terms or conditions of this contract are ruled invalid in court, it will not affect the rest of this contract.
- 169. You are responsible for paying for the services in this contract and for making sure your contractual obligations are met.<sup>55</sup>
- 170. 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.
- 171. You may not transfer or assign any of your rights or obligations under this contract to another person unless we agree.
- 172. The foreword set out on pages 3 to 7 above does not form part of this contract.
- 173. In the event of any conflict between this contract and the Code, the Code prevails. You can obtain a copy of the Code from the ECC's web site ([www.electricitycomplaints.co.nz](http://www.electricitycomplaints.co.nz)) or we will send you a copy if you contact us. Our contact details are set out on page [ ].<sup>[Delete if not applicable]</sup>

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<sup>55</sup> Code clause 14.1.

## KEY EXPRESSIONS

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

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

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

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

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

**ECC** means the Electricity Complaints Commission;

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

**Electricity Complaints Commission** means the Commission set up under the Electricity Complaints Commissioner Scheme to provide an independent overview of that scheme;

**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;

**Electricity spot market** means the New Zealand electricity market which is governed by the Electricity Act 1992 and the Electricity Governance Regulations and Rules;

**GPS** means a statement of government policy given under the Electricity Act 1992;

**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;

**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 and assumption of responsibility for losses of electricity;

**Meter** means a meter that measures the electricity used;

**Network** means Lines, equipment and plant that is used to convey electricity between the Grid and you;

**Point of Connection** means a point where electricity may flow into or out of the Network;

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

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

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

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

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

**Wholesale Prices** means the prices paid for electricity on New Zealand's electricity spot market;

**Working Day** means any day of the week other than Saturday, Sunday, Good Friday, Easter Monday, ANZAC Day, Labour Day, the Sovereign's birthday and Waitangi Day; and

**You, your** means you; a person who is supplied or who applies to be supplied with electricity by a Retailer.