

Connection Agreement

Effective 1 May 2016




mainpower

MainPower New Zealand Limited
(‘MainPower’)

Connection Agreement
(‘Agreement’)

(for the Provision of Line Function Services)

Effective from 1 May 2016.

This Agreement replaces all MainPower’s previous Customer Terms and Conditions.

1. Definitions

In this Agreement:

- You or Your** means the customer.
- Network** means the distribution network owned or operated by MainPower.
- Line Function Services** means the provision and operation of the Network.
- Electricity Retailer** means the Network Users who convey electricity on the Network and provide retail services.
- Line Charges** means the customer charges relating to the provision of line function services by MainPower.
- Medically Dependent Consumer** means a domestic consumer who is dependent on mains electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. For the avoidance of doubt, medical dependence on electricity could be for the use of medical or other electrical equipment needed to support the treatment regime (eg a microwave to heat fluids for renal dialysis or other equipment such as a ventilator).

2. Contract Establishment

- 2.1 This Agreement outlines the contractual relationship between MainPower and You, the customer, connected to the Network and for the provision and operation of the Network (‘Line Function Services’).
- 2.2 Legislation prohibits MainPower from being ‘involved’ in both the provision of Line Function Services and the supply of electricity. MainPower will make its Network available to Electricity Retailers to enable them to convey electricity to You.
- 2.3 A copy of this Agreement will be provided to all customers connecting to the Network.
- 2.4 This Agreement will come into force between You and MainPower when You:
- a) apply for connection to the Network; or
 - b) receive Line Function Services while occupying premises connected to the Network on or after 1 May 2016.
- 2.5 We will supply You with information, on request, about Your electricity supply that explains where MainPower’s ownership and responsibilities end in relation to the Network.

3. Services Provided

- 3.1 MainPower will provide all Line Function Services in accordance with the provisions of the Electricity Act and the Electricity Industry Act, all Electricity Regulations and other applicable technical regulations and technical electrical codes of practice, and at least to the quality standard expected of a skilled and experienced lines company currently performing similar services in New Zealand.
- 3.2 All equipment used by MainPower in the provision of Line Function Services will be monitored and maintained in accordance with good industry practice prevailing in New Zealand.

4. Appointment as Agent

Under this Agreement You hereby appoint Your Electricity Retailer as Your agent for the purpose of receiving and paying the invoice for Line Charges and for the receiving and issuing of any notices between MainPower and You. Such agency appointment remains at the sole discretion of MainPower.

5. Charges for Line Function Services

- 5.1 You will be liable for the charges for all services in this Agreement and will be responsible for making sure that the contractual requirements are met.
 - 5.1.1 You will be charged, and will pay MainPower via your Electricity Retailer, monthly on arrears, for the provision of Line Function Services, line charges, in accordance with the price list published by MainPower from time to time. You will only be liable for charges from the date on which You are connected to the Network, or the date on which You become responsible for an existing connection, unless another date has been agreed between You and MainPower.
 - 5.1.2 Following consultation with Your Electricity Retailer, any variations to the price list will be subject to a minimum of forty-five (45) days' notice in writing. This notice may be forwarded by Your Electricity Retailer directly to You or may be published in a recognised newspaper circulating in the Network area and will explain the reasons for the price variation. If an increase in price is more than 5 percent, then a separate notice of the increase will be individually communicated in writing to You, by Your Electricity Retailer, as soon as practicable. Except in the case of bills based on estimates, if You are charged an incorrect amount You will be entitled to a refund of the difference between the incorrect and correct amounts if You have paid too much, or You will only be liable for the correct amount.
- 5.2 You are required to pay estimated accounts. MainPower does not require a bond, although Your Electricity Retailer may require this and You should consult directly with Your Electricity Retailer to determine if this is the case.

6. Interruption to the Conveyance of Electricity

- 6.1 It will be necessary from time to time for MainPower to interrupt or reduce the conveyance of electricity to Your premises. MainPower will ensure that the period of any interruption is kept to a minimum and will, where such interruption is planned in advance, give at least forty-eight (48) hours' notice of any interruption.

6.2 The invoice You receive from Your Electricity Retailer will contain information on the 24-hour telephone number to call in the event of any fault with the conveyance of electricity to Your premises.

7. Connection and Disconnection

7.1 All existing and new connections to the Network must comply with MainPower's Network Connection Standards ('Standards'). We will provide You with a copy of the Standards on request or You can find a copy on our website at www.mainpower.co.nz.

7.2 If Your installation has been disconnected from MainPower's Network for a period of more than six (6) months, Your installation shall only be reconnected in accordance with the Standards and the requirements of the Electricity Regulations.

7.3 You should advise Your Electricity Retailer of Your requirement for connection to MainPower's Network.

7.4 MainPower may disconnect Your premises from the Network if:

- a) a request for a disconnection has been received from Your Electricity Retailer; or
- b) You have not complied with the Standards; or
- c) it has come to MainPower's attention that You have tampered with the Network; or
- d) reasonable access to Your premises, as outlined in clause 8 of this Agreement, for the purpose of carrying out the functions under this Agreement is not available; or
- e) continued connection threatens the safety of any person or property.

7.5 You will only be disconnected for non-payment where the non-payment relates to bills (including a bond) associated with the supply of Electricity Retailer services, Line Function Services and/or electrical energy.

7.6 Except in the case of agreed or emergency disconnection, MainPower or Your Electricity Retailer will provide You with at least seven (7) days' notice of warning of disconnection (allowing an additional three (3) days for the delivery of the notice) and will provide a final warning no less than twenty-four (24) hours and no more than seven (7) days before disconnection. If the disconnection is not prevented by You and is not completed within these timeframes, MainPower or Your Electricity Retailer must issue another final warning.

7.7 All warnings will include and make explicit what additional charges over and above the recovery of billing arrears will apply. Such charges will not be more than the level required to meet MainPower's and Your Electricity Retailer's overall costs of the disconnection and/or reconnection service. Any charges applicable to any temporary disconnection from or reconnection to the Network and the circumstances in which they apply are set out in the price list published by MainPower and Your Electricity Retailer from time to time.

8. Access

8.1 You will ensure that MainPower personnel or MainPower's agent has access to Your premises at reasonable times to carry out MainPower's functions under this Agreement. Access will be subject to appropriate authorisation and identification.

8.2 MainPower will, unless an emergency requires MainPower to act immediately or where MainPower has reasonable cause to suspect that fraud, theft or meter tampering has taken place, make all reasonable efforts to give You prior notice before entering

Your premises and inform You of any extra charge You may incur as a result of MainPower personnel or MainPower's agent accessing Your premises, or testing your meter.

9. Equipment and Interference

- 9.1 You must not connect any equipment that reduces the quality of supply to other customers connected to MainPower's Network. Appliances, apparatus or systems that could affect the operation of MainPower's load management system must not be used. Refer to the Standards for further information.
- 9.2 Fluctuation in voltage outside the control of MainPower could occur from time to time. Devices are available to protect sensitive electronic equipment from such fluctuations. It is Your responsibility to ensure that this type of equipment is protected.
- 9.3 You will, in accordance with the Standards, take all reasonable steps to ensure that MainPower's Network situated on Your property is not interfered with or damaged. Under most circumstances MainPower's Network consists of the high voltage lines and cables, the transformer and certain equipment such as the relay in the meter box. Meters, in most circumstances, are owned by Your Electricity Retailer. However this is not always the case and if there is any doubt You should contact MainPower or Your Electricity Retailer.
- 9.4 You will ensure that all trees, shrubs, equipment and structures are kept well clear of both the Network and any other lines, cables or equipment situated on or over Your property that is used for the provision of Line Function Services to Your own premises or to neighbouring premises. For management of trees and vegetation near lines, refer to www.mainpower.co.nz for information on the Electricity (Hazards from Trees) Regulations.

10. Liability

Domestic Customers

- 10.1 You may have rights under the Consumer Guarantees Act ('Act') in respect to MainPower's supply of Line Function Services. Any liability which MainPower may have to You under the Act is not limited to a maximum amount.
- 10.2 For the avoidance of doubt, no attempt is made in this Agreement to exclude or limit any rights or remedies which You may have under the Act, except to the extent permitted by the Act, and all provisions of this Agreement are to be read as modified to the extent necessary to give effect to that intention.

Non-Domestic Customers

- 10.3 Except as expressly set out in this clause 10, all warranties, descriptions, representations and conditions whether implied by law, trade customs or otherwise, and all other liability of MainPower whether in tort (including negligence) contract or otherwise, are expressly excluded to the extent permitted by law. MainPower will not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind.
- 10.4 Neither MainPower nor You will be liable to the other for any other failure to comply with the terms of this Agreement (other than to pay for any services already provided), that is caused by an event or circumstances beyond its control. These events and circumstances include acts of God, strikes, lockouts, earthquakes, fires, storms, lack of generation, transmission faults and other similar events, but do not include a lack of

financial means, whatever the reason for it. The party wishing to invoke the benefit of this clause must notify the other [in writing] as soon as reasonably practicable, and make reasonable efforts to mitigate the effects of the event or circumstance beyond the parties' control.

- 10.5 The guarantees implied by the Act are expressly excluded where You are acquiring or have held yourself out as acquiring, Line Function Services for the purposes of a business.
- 10.6 Subject to clause 10.7, MainPower will compensate You for loss or damage to Your property or goods arising from supply of Line Function Services if the amount and nature of the loss or damage was reasonably foreseeable and:
 - a) was caused by a breach of the terms of this Agreement; or
 - b) was directly caused by a negligent act or omission on the part of MainPower; and
 - c) did not arise from a cause beyond MainPower's control.
- 10.7 MainPower's liability under this clause is subject to a maximum limit of:
 - a) \$10,000 if You are the only customer on the Network affected; or
 - b) \$50,000 for an event or series of closely related events in relation to more than one customer on the Network, which will be divided across all those customers affected in accordance with the proportion that their amount of loss bears to the total amount of loss incurred by all those customers.

11. Assignment

- 11.1 MainPower may transfer its rights and obligations under this Agreement to a third party, and in particular MainPower may authorise a contractor to carry out any of its rights and responsibilities under this Agreement.
- 11.2 You may only assign Your rights and obligations under this Agreement with MainPower's consent.

12. Privacy and Confidentiality

- 12.1 MainPower will not disclose information it holds that You have given it about You to any person other than Your Electricity Retailer for the purposes of this Agreement or the Agreement between You and Your Electricity Retailer relating to the use of the Network unless this Agreement expressly permits it, MainPower is required to disclose such information by law, or You have agreed to the disclosure. At any time You can request a copy of any information MainPower holds about You. You may request that MainPower correct any information that MainPower holds about You that is incorrect.
- 12.2 MainPower may collect and use Your information to enable it to pay rebates where applicable and keep You informed about MainPower's services and, where applicable for the purposes associated with the operation of the MainPower Trust.
- 12.3 If you have identified yourself or someone living at your premises as a Medically Dependent Consumer, either to MainPower or to Your Electricity Retailer, MainPower may, in the event of an outage, pass information about Medically Dependent Consumers onto a third party (for example NZ Police or civil defence in the event of an emergency) if, in MainPower's reasonable opinion, this disclosure is necessary to ensure Your welfare.

- 12.4 MainPower may use information it holds that You or that Your Electricity Retailer has provided for the purposes of research or consulting with you about MainPower's services and pricing.
- 12.5 MainPower may use information it holds that You have provided, for the purpose of distributing energy efficiency information to You. Should You not wish to receive such energy efficiency information, You may request that MainPower remove You from the mailing list for this material.

13. Resolving Disputes

- 13.1 MainPower is responsible for managing and resolving complaints and disputes relating to the Line Function Services provided under this contract.
- 13.2 MainPower agrees to work with You and Your Electricity Retailer to resolve promptly and fairly and at no cost to You any dispute arising under this agreement, in accordance with the relevant company. Phone MainPower on 0800TELLMP (0800 835 567) or email feedback@mainpower.co.nz.
- 13.3 MainPower is a member of the Electricity and Gas Complaints Commission which provides a free, independent, and accessible dispute resolution service for issues around the electricity and gas sectors. If You feel MainPower has not been able to resolve your issue, you can contact the Electricity and Gas Complaints Commission on Freephone 0800 22 33 40, Freefax 0800 22 33 47, Freepost 192682, PO Box 5875, Lambton Quay, Wellington 6145 or through www.egcomplaints.co.nz.

14. Notices

- 14.1 Any notices from You to MainPower may be by telephone or in writing, and may be forwarded directly to MainPower or to Your Electricity Retailer.
- 14.2 Any notices from MainPower to You will be in writing and may be forwarded directly to You or to Your Electricity Retailer.

15. Variations

MainPower may from time to time change the terms of this Agreement following consultation with Your Electricity Retailer. All changes to this Agreement and the reasons why such changes are being made will be advised by way of notification in a recognised newspaper circulating in the Network area, at least thirty (30) days before the changes come into effect. In addition, any change in the frequency of billing and/or frequency of meter reading will be communicated directly to You in writing by your Electricity Retailer.

16. Termination

This Agreement will terminate immediately on the disconnection of Your premises from the Network. However, termination will not occur where temporary disconnection has been undertaken for reasons of safety or for any other reason approved in writing by MainPower.



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