MainPower – Distributed Generation (≤10 kW)

Schedule 6.2 Aligned Default Terms (Plain English Version)

Purpose:

This document provides a plain English version of the regulated default terms set out in Schedule 6.2 of Part 6 of the Electricity Industry Participation Code (EIPC). It is tailored for MainPower New Zealand Limited, while maintaining alignment with the Code for audit and regulatory purposes. In the event of conflict between this document and the EIPC, the EIPC will prevail.

Important: These terms are indicative and must be reviewed against the current EIPC before external use. These terms do not replace legal or regulatory requirements.

1. General obligations

Code reference: Schedule 6.2 – General

- Both MainPower and the distributed generator must comply with all applicable laws, regulations, and connection standards.
- The generator must ensure its equipment does not adversely affect the network or other customers.
- MainPower must operate the network in a manner consistent with safe and reliable electricity supply.
- Both parties must act in good faith and cooperate where reasonably required.

2. Metering

Code reference: Schedule 6.2 – Meters

- Appropriate metering must be installed to measure electricity imported from and exported to the network.
- Metering must comply with Code requirements and be accessible for reading and maintenance.
- MainPower or its agents may access metering data as required for billing, reconciliation, and network operation.

3. Access to site

Code reference: Schedule 6.2 – Access

- MainPower has the right to access the generator's site at reasonable times for inspection, maintenance, and safety purposes.
- Access must be exercised in a reasonable manner and, where practicable, with prior notice.
- The generator must provide safe and suitable access to relevant equipment.

4. Interruptions and disconnection

Code reference: Schedule 6.2 – Interruptions and disconnections

- MainPower may interrupt or disconnect the generator where necessary for safety, maintenance, or emergency situations.
- Disconnection may occur if the generator's equipment causes or is likely to cause network instability or safety risks.
- MainPower will use reasonable endeavours to notify the generator of planned interruptions.
- The generator may request disconnection for maintenance or operational purposes.

5. Confidentiality

Code reference: Schedule 6.2 – Confidentiality

- Both parties must keep confidential information secure and only use it for purposes related to the connection.
- Information may be disclosed where required by law or regulatory obligations.
- Confidentiality obligations continue after termination of the connection.

6. Pricing

Code reference: Schedule 6.2 – Pricing (with reference to Schedule 6.4)

- Charges related to distributed generation must comply with the pricing principles in the EIPC.
- Costs may include connection, maintenance, and network upgrade costs where applicable.
- Any charges must be transparent and applied on a non-discriminatory basis.

7. Liability

Code reference: Schedule 6.2 – Liability

- Each party is responsible for damage or loss caused by its failure to comply with these terms or applicable law.
- Liability is subject to any limitations permitted under law and the Code.
- Neither party is liable for indirect or consequential losses except where required by law.

8. Force majeure

Code reference: Schedule 6.2 – Force Majeure

Neither party is liable for failing to observe the regulated terms if that failure is caused by:

- An event that was an act of God and due to natural causes or incapable of being reasonably foreseen;
- a strike, lockout, other industrial disturbance, act of public enemy, war, blockade, insurrection, riot, epidemic, aircraft, or civil disturbance; or
- the binding order or requirement of a Court, government, **local authority**, the **Rulings Panel**, or the **Authority**, and the failure is not within the reasonable control of the affected party; or
- the partial or entire failure of the **injection** of **electricity** into the **distribution network**; or
- any other event or circumstance beyond the control of the party invoking this clause; and
- the party could not have prevented the failure by the exercise of the degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced **distributor** or **distributed generator.**

The party relying on the force majeure clause must advise the other party as soon as is practicable.

The party relying on the force majeure clause must use all reasonable endeavours to avoid or overcome the force majeure event.

The party relying on the force majeure clause must use all reasonable endeavours to mitigate the effects of the force majeure event.