

Domestic & Commercial Terms & Conditions

The Lines Company Ltd Domestic & Commercial Connection Terms and Conditions 2009

Introduction

The Lines Company (TLC) owns and operates the electricity network in the King Country, from north of Otorohanga to south of Ohakune and from Mokau on the west coast to the Waikato river, and around much of Lake Taupo.

The geographic area we cover makes us one of the largest lines companies by area in New Zealand, and we are also one of the most diverse in terms of types of customer and the conditions under which we transport electricity. However, as there is no large urban centre in our area, our costs per customer are relatively large.

The Lines Company provides the network that enables electricity from local generators and the national grid to reach your installations. This electricity is sold to you by your retailer. Your retailer only charges you for the cost of the electricity itself; our charges cover the cost of our network and the amount we pay Transpower for the national grid.

As our charges cover infrastructure that can not be taken away, they must be paid while your private line and the installations connected to it remain connected to our network, whether or not that connection is energised. This ensures that installations with identical network requirements end up paying the same amount.

We will bill you directly. This enables us to have charges that more closely match our cost of supply and therefore minimise subsidies among customers. It also enables you to closely compare the prices and conditions offered by different energy retailers and choose the one that best suits you.

Should you have any questions about this contract, please don't hesitate to contact us.

Important phone numbers

Fault reporting, contracting and general enquiries

07 878 0600

0800 367 546

Outage information

0800 FOR FAULTS

(0800 367328)

www.thelinescompany.co.nz

FOREWORD

About the Electricity System

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



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. There are a number of local power stations in our area injecting electricity into our network.



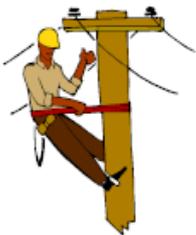
TRANSMISSION:

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



LOCAL NETWORK:

Our network takes electricity from Transpower and local generators and conveys it to your private line. We are owned by The Waitomo Energy Services Customer Trust (90%) and the King Country Electric Power Trust (10%).

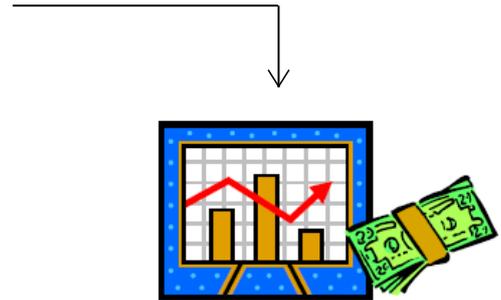


POINT OF CONNECTION:

This is where your line to your installation connects with our Network.

METERS:

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



WHOLESALE MARKET:

This is where generators sell and retailers buy electricity.



RETAILERS:

NZ has a number of electricity retailers. They buy the electricity passing through your meters from the market and sell it to you.

WHAT LINES COMPANIES DO

We do *not* sell electricity - Retailers do this. We provide the network that enables you to take a supply of electricity.

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

Understanding the Jargon

There are four electrical terms used often in these Terms and Conditions and it will help customers to understand the content if they are aware of what they mean.

“Electricity” is electrical energy (kWh). It is produced (generated) in electricity generating stations (often referred to as power stations), carried via transmission and distribution networks to domestic, commercial and industrial premises and consumed by electrical appliances such as refrigerators, vacuum cleaners, heat pumps, ovens, hotplates, TVs and computers.

“Power” is the rate at which energy is either produced or consumed (kWh/hr = kW) and should not be confused with electricity (“power bills” are actually “electricity bills”!). However, transmission and distribution network lines are often referred to as “power lines” and that practice is followed in these Terms and Conditions.

“Demand” is short for “power demand” and is the rate at which electricity is consumed (kW) by an appliance or premises. The “maximum demand” of a particular premises is the maximum power required by that premises (maximum rate at which it consumes electricity) during any given period, e.g. our three hour period, whilst we are load controlling.

“Capacity” is the size of the plant and equipment, including line conductors, (kVA) of the electricity network or part of the network necessary to supply the demand at any point in time. It follows that each premises uses a share of the network's total capacity, and that capacity is a critical issue during times of maximum demand on the network (known as peaks).

The Lines Company's core business is providing a network where capacity is not exceeded by demand. The quantity of electricity that the network carries over the course of a year has little effect on network costs. Therefore, because the costs of the network are driven by the capacities required to supply customers, TLC has changed its pricing structure to charge each customer on the basis of their individual maximum demand requirement during our peaks.

TLC's current pricing options favour customers who reduce their individual share of network capacity costs and their individual maximum demand on the network at times of network peaks. The pricing options do not signal a need to reduce the quantity of electricity that customers need to live comfortably but rather encourage them to spread their electricity consumption over longer periods and away from times of network peaks.

Customers who wish to obtain further clarification about the above information are welcome to ring our Customer Advisor.

“De-energise” means the process of removing a fuse or link or the opening of a switch to prevent further transportation of electricity to or from your installation.

“Disconnect” means to take whatever action is necessary to cut the connection between your line and our network.

“Connection Standards” means our written standards for connection to the TLC network as issued (and as may be amended from time to time).

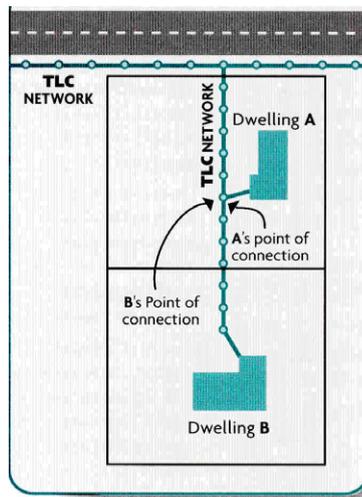
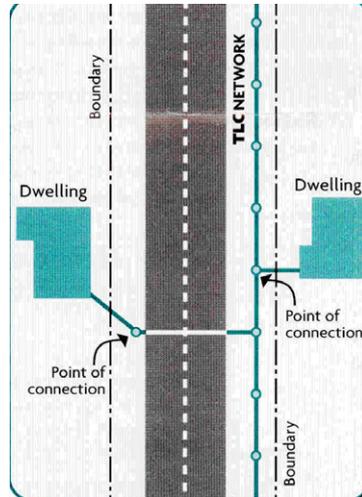
“Rules” means the Electricity Governance Regulations and Rules as amended from time to time by the Electricity Commission.

“Line Charges” means the charges for connection to our network, supply of associated equipment, and supply of capacity as determined by TLC from time to time.



Where Does Your Responsibility Lie?

In most cases for properties connected before 1 April 1993, the point of connection between your private line and our network is the point, as at 1st April 1993, beyond which the power lines served only your property.



For properties connected after 1993, the point of connection will be the point as defined above unless otherwise defined in your Connection Agreement with us.

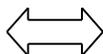
We have an ongoing programme of separately identifying power lines owned by the property owner. If you want advice on who owns what on your property, please contact one of our asset management team.

Key Features of Contract

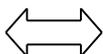
A contract is an exchange of promises. In this contract, our main promise is to distribute electricity to your premises. Your main promise is to pay for that service. The other promises we exchange are summarised below:

Us

Distribution: We will ensure our network is large and strong enough at your Point of Connection to ensure you can take the capacity of electricity we have agreed with you.



Faults: We will repair any faults on our Network, as quickly as possible.



Prices: We will give you at least 30 days' notice before increasing our prices.



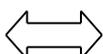
Invoices: We will arrange for accurate invoices to be sent to you.



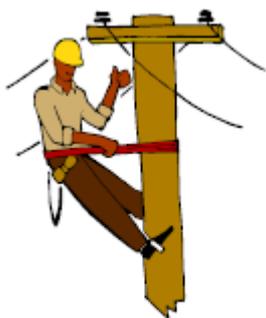
Standards: We aim to meet certain minimum performance standards.



Complaints Resolution: We will provide a free and fair dispute resolution process.



Interruptions: Your supply may be interrupted for a variety of reasons.



You

Usage: You agree not to take more than the capacity you have agreed with us, and to apply for extra capacity in advance so we can advise you whether we can meet your requirements.

Access: You will give us reasonable access to your Premises at reasonable times.

Retail contract: You will have an agreement with a Retailer covering your electricity supply.

Payment: You will pay invoices on time.

Standards: You will make sure your wiring and equipment comply with the relevant legislative and regulatory requirements and our relevant distribution code and do not interfere with our Network.

Safety + Special Needs: You will use electricity safely and will inform us of any hazards or special needs you may have.

Surges: You should protect any sensitive equipment, like computers and TVs, against surges and fluctuations.

No Tampering: You will not tamper with our equipment.

Decommissioning: You will give us 2 months notice if you want us to permanently disconnect your installation from our Network.

You are responsible for all the equipment between your installation and your connection to our Network, other than the meter(s) and any load control relay.

Line Prices and Services

Our prices and quality are overseen by the two Trusts who own us. The Lines Company consults with both the King Country Electric Trust and the Waitomo Energy Services Customer Trust before altering either our pricing methodology or our prices.

King Country Electric Power Trust
P.O. Box 421
Taumarunui 3946

Waitomo Energy Services Customer
Trust
P.O. Box 209
Te Kuiti 3941

Dispute Resolution

If you are unhappy with the outcome of our investigation or your problem is not resolved by The Lines Company, we will engage a local independent mediator to speedily resolve the problem.

If local mediation still does not resolve the complaint, you may contact the Electricity and Gas Complaints Commission.

The Commission does not investigate pricing or contracting complaints.

TLC is a member of the free and independent Electricity and Gas Complaints Commissioner Scheme

call free 0800 22 33 40, or www.egcomplaints.co.nz

These are our Domestic & Commercial Terms and Conditions

They govern the relationship between us as the electricity network company whose network your private line is connected to and you as one of our customers.

They cover the connection of your private line to our power lines, in order to ensure that the installations connected to your line have the ability to take a supply of electricity, and our supply of associated equipment to you. They do not apply to any contracting work we may undertake for you, or to any other service or product we provide.

These terms and conditions do not cover industrial or other installations that require a capacity of more than 100kVA.

These terms and conditions replace the 1999 Domestic Terms and Conditions and the 1999 Commercial Terms and Conditions.

To make it easier to understand, we've broken the terms and conditions into six parts:

Part A: Who is our customer?

Part B: Owning an installation connected to our lines.

Part C: Taking an electricity supply from our lines.

Part D: Liability.

Part E: Pricing and Invoices.

Part F: General terms.

PART A

Who is our customer?

You are our customer if you own a line connected to our lines. Unless you provide proof to the contrary it is assumed that the owner of an installation connected to our line also owns the private line supplying it.

Some of our connections have been supplied under formal agreements with us, or one of the previous owners of our network (Waitomo Energy Services or King Country Energy). The benefits and obligations of that agreement will have been assigned to the new property owner if that property has subsequently been sold.

Other connections however date back to the time before a signed connection agreement became necessary. If you own such an installation, and you have not asked us to permanently disconnect the installation, then you are our customer.

You do not have to do anything for these terms and conditions to take effect. If you have agreed to an assignment of a prior Connection Agreement, or continue with your connection to our network, or the use of equipment we have supplied, following notice of these terms and conditions, then you are bound by these terms and conditions. These terms and conditions will then be deemed to have applied from the date you first started taking services from us, and you will be liable to pay our charges from that date.

If you are a tenant, rather than the owner, of an installation connected to our network then your tenancy agreement may make you responsible for the payment of our charges, and in those circumstances we may, subject to clause 4, on the advice of your landlord, send you the bill for the line and equipment charges for the installation.

If you sell your property you may assign your Connection Contract to the new property owner by giving us 5 days notice of that assignment. That notice must include the consent of the new property owner to the assignment, the address of the new property owner and your forwarding address.

If more than one person joins as a customer under this agreement then each customer may exercise all rights under this agreement and the rights as a beneficiary under the relevant shareholding Trust. However each person would be individually and jointly liable for all money owing to us and all other customer responsibilities while he or she is a customer. You must advise us if you no longer wish to be a joint customer; you would however remain liable for all customer responsibilities that arose while you were a customer.

PART B

Owning an installation connected to our network

- 1. We must keep your installation connected to our network, as long as you, the property owner, want it connected, and you pay the charges associated with that connection.**

The Electricity Act 1992 obliges us to provide a connection to properties connected to our network before 1 April 1993, unless we have been asked by the property owner to permanently disconnect the installation. For properties connected since 1 April 1993 our obligation is set out in the connection contract signed when the connection was made.

- 2. We will provide you with a connection that will allow you to take up to the capacity level agreed in your connection contract. Where there is no connection contract the applicable capacity level will be that provided on 1 April 1993, unless we have subsequently agreed to supply you with a different level.**

Capacity is the maximum amount of electricity that you can take at any one time. The more appliances you want to use at once and the bigger in kW those appliances, the greater is your capacity requirement (the rating of appliances is generally printed on them).

If you plan to increase or decrease your capacity by 5 kW or more, you must advise us. This may affect the size of the transformer supplying you, and ultimately the size of our lines and other equipment. An increase in capacity will need to be applied for on the appropriate form.

We do not guarantee that extra capacity can be supplied from the network.

If you are unsure about how much extra load you are creating, or removing, then please call our Asset Management Team to discuss it.

If the transformer is too small for the total capacity wanted then the transformer fuse will frequently blow and the life of the transformer itself will be considerably shortened. We may charge you for the cost of replacing the fuse in such circumstances.

- 3. We will undertake the initial connection of your installation to our network and we will also permanently disconnect it, if requested. Other contractors may undertake temporary disconnections or de-energisations for you provided that:**
 - They are legally qualified.**
 - They are approved by us to work on our network.**
 - They are authorised by your retailer (if the work affects your charges from your retailer).**

If you are asking to be re-energised after 6 months or more from the time of de-energisation you will need to obtain the appropriate certification from a licensed electrical inspector, at your cost.

If you are asking to be reconnected after 6 months or more, or following new line work, you will need a certificate of compliance from a licensed electrical inspector, at your cost.

4. You have an obligation to pay the line charges for your installation as long as you want the installation connected to our network.

The obligation to pay the line charges continues even if the installation is de-energised (i.e. the flow of electricity is switched off by pulling the service fuse or some other process). The obligation will only cease if you have asked us to permanently disconnect your installation by submitting to us a Total Dismantle Request at least 2 months in advance of when you require the permanent disconnection.

If we have permanently disconnected your installation, we no longer have any obligation to reconnect it.

If the line charges are not paid, we reserve the right to de-energise your connection.

If an installation has been de-energised for any reason we will not re-energise it unless all outstanding line and equipment charges have been paid.

5. If you are the owner of a line to a tenanted property you may assign your responsibility to pay the line charges to your tenant provided that:

- All outstanding line charges have been paid prior to the assignment.
- You notify us at least one week before the assignment.
- The tenant has agreed in writing to the assignment.
- You remain responsible for any line charges that remain unpaid by your tenant.
- If more than two months line charges are in arrears we advise you of this within two weeks of the most recent due date. If we do not advise you within this time frame you will only be responsible for the first two months of arrears, plus any line charges incurred after we have advised you.

CLAUSE 6 HAS BEEN REMOVED

7. For most properties we have supplied a range of dedicated or shared equipment.

This equipment is needed to ensure that you are able to receive the electricity supply you require. Unless we have agreed with you otherwise this will include meters, relays and transformers with associated equipment. We own this equipment.

Please contact us if you become aware that any of this equipment is defective, damaged or causing a hazard.

We have an obligation to supply the equipment as long as you want it, even if you are not taking electricity supply from a retailer. You are obliged to pay us for the use of it, unless you have asked us to remove it, and you also have an obligation to protect our equipment.

Meters

The meters we supply comply with the Rules.

If we own the meters in your installation we are responsible for their accuracy. We undertake that your meter will record within the levels of accuracy specified by the Rules.

Very few meters read fast. Most inaccurate meters will slow down or stop. If one has stopped, or if we consider it is running slow, then we will install another one to replace it.

If, however, you believe that any meter owned by us is running fast we will place another one in parallel to test it for you.

Because it is rare for meters to run fast, and it is costly to have them tested, we will charge you the cost of fitting the test meter, travelling to site, and/or testing the faulty meter elsewhere, if the meter is found to be within the accuracy required by the Rules.

If you want any meter owned by us to be independently tested we will arrange for the meter to be taken out and tested at an industry approved test house. This will be at your cost, unless the meter is outside the accuracy required by the Rules.

While we supply the meters, you have to supply the housing for them. We have a number of requirements concerning meter housing, which are made to protect the meter and to ensure we can easily read the meter. A pamphlet on these can be obtained from our offices.

We have a metering charge that varies according to the number and type of meters.

Ripple relays

We will supply you, if requested, with a ripple relay.

These relays control the power being supplied to your hot water cylinder, or in some cases controlled permanently connected sockets, at peak times. They also control times for two rate meters and night store heaters.

There is a special charge for the supply of relays.

Having a ripple relay could help to reduce your peak demand, and this should lead to a reduction in your demand based charges. Our staff can help you work out what the potential cost/ benefits would be.

The metering and relay charges are for the supply of those pieces of equipment, and have nothing to do with the supply of electricity. The charges will therefore be payable as long as the equipment is wanted, even if the installation has been de-energised.

Transformers

If the transformer supplying your installation supplies less than 3 other installations then we will charge you a separate transformer charge.

This charge will be payable as long as the transformer is wanted, even if the installation itself is de-energised.

If we have removed equipment, at your request, we do not have any obligation to replace it.

8. Equipment Removal

We will remove any of the above equipment upon you giving us 2 months notice of your request that you no longer want the equipment.

If you request us to remove a transformer then we will also remove all associated equipment and earthing, unless we agree in writing to transfer that equipment to your ownership.

It is important that you contact us before you demolish or remove any buildings on your property so that we can safely permanently remove the power supply from those buildings.

9. Independent supply of Equipment

If you want to supply some or all of the above equipment yourself, or arrange for a third party to supply it then the equipment must meet the following requirements:

Meters

Meters must comply with the Rules, be tested within the frequencies required by the Rules to ensure accuracy and their owners must be registered participants under the Rules (See Electricity Commission website - Part D of the Rules).

Meters must be able to read not only day/night usage for retailers, but also maximum demand, measured over a three hour period when the regional hot water channel is being controlled. Half-hour metering is acceptable for this purpose. We, and your retailer, must be able to read the meter to access the data.

Meter owners must be registered participants under the Rules.

Your retailer may also have requirements concerning meter ownership.

Relays

Relays must comply with the Rules and their owners must be registered participants under the Rules.

Relays must be capable of responding to the load signals emitted by our load control equipment.

The relays will be subject to audit by us, the frequency of the audit being dependent upon the result of the last audit. The cost of the audit will be charged to you, but you may be able to recover this cost from the relay owner.

Transformers

Transformers, associated equipment and earthing, once connected, affect the technical and safety performance of the network. These issues vary depending on specific installation details. For example, single wire earth return (SWER) installations require different earthing standards to normal overhead line installations.

There are national and international codes, and technical standards drafted by TLC, that transformer equipment and associated earthing must comply with, including regular inspections and testing. If you choose to own transformers, associated equipment and earthing, it would be advisable to engage a Chartered Professional Engineer (CPEng) experienced in distribution systems to advise you of the issues that you may need to consider.

The transformer earthing must be checked: on installation and at least once every 5 years for some single wire earth return arrangements and once every 15 years for other installations. If the transformer owner can not supply us, on request, with a positive earthing test certificate, then we reserve the right to de-energise the connection until the certificate is supplied.

Where this equipment does not meet either accepted industry codes or TLC's standards, then we may de-energise your installation, or disconnect your line, until the equipment has been made compliant.

Our line charges cover the cost of both the transformer and associated equipment and earthing, which may be more expensive than the transformer itself. If you want to replace a transformer owned by us with your own transformer, then you must also install all associated equipment, and we are willing to discuss selling the existing earthing to you. If you do not wish to purchase the existing earthing then we will remove it.

Specific standards

Further requirements for specific items may be published by us or the Electricity Commission from time to time. If you either own or lease such items you will be required to ensure that the items comply with the standards, and if they do not comply, we may temporarily disconnect your line or installations until compliance is achieved. For further information please contact our Asset Management Team.

Compliance

Before connecting any such equipment, we require a certificate detailing compliance with the Electricity Regulations, the Rules, relevant Codes of Practice and our connection standards, from a suitably qualified person (e.g. a registered inspector for meters and relays, CPEng for transformers and associated equipment)

If at any time equipment owned by you does not comply with the Regulations, Rules, Codes of Practice or our connection standards, then we may de-energise your installation, or disconnect your line, until the equipment has been made compliant.

- 10. You have a responsibility for maintaining the power line from its Point of Connection with our lines to your installation's switchboard, the switchboard itself, and the other wiring on your property.**
- 11. You have a responsibility to ensure that any electrical equipment, appliances, or activities in your installation, do not interfere with the supply we are giving to other customers.**

Most household equipment will not cause any difficulty.

However, equipment such as arc welders, kilns, or large motors may cause other customers to suffer power surges or dips or inject unacceptable harmonic levels into our lines.

If you suspect this is occurring, or want to prevent it from occurring, please contact us for advice. We will work with you to eliminate any problems.

We are, however, legally required to protect our system and our supply to other customers. If the problem persists we may have to ask you to stop using the

equipment causing the problem, and we must reserve the right to de-energise your installation if you ignore our request.

You must ensure that your installations comply with all statutory and regulatory requirements.

12. You are responsible for ensuring that any power line owned by you does not interfere with our supply to our other customers.

You must not send signals through the network.

In most urban situations, there will be a service fuse at the point of connection. This service fuse protects our equipment. Do not rely upon its operation to protect yours.

The service fuse will normally blow because either the amount of your electrical load is far bigger than that you have contracted for, or you have a serious electrical problem. If this is the case we will charge you for the cost of replacing the service fuse.

Surge protectors should also be used on all household appliances. Additionally, you should have your electrician fit surge protection on the whole house. We can undertake these services at a competitive rate through our contracting division.

In rural areas, the point of connection may be at the meeting point of two high voltage lines. We require for all new connections, and recommend for existing lines, that a protection device be fitted to ensure that incidents on your line do not affect our supply to other customers.

If no protection device is fitted and your power line falls over because of inadequate maintenance, or trees falling into it, or if you allow trees to grow too close to your line and the resulting interference causes power problems, this may cause a number of other customers as well as yourself to lose power. If this occurs then we will bill you for the cost of patrolling the lines to find the fault and isolating your line from the rest of the system. If we disconnect your line to isolate a fault the disconnection will be undertaken without notice, and the line will remain disconnected until we receive a report from a suitably qualified person that the fault has been removed, and that the line complies with the requirements of the Electricity Regulations, relevant Codes of Practice and our Connection Standards.

If other customers have suffered damaged equipment or other form of loss arising from the incident, we may assist them to pursue their claims against you.

13. You must receive our written consent before generating electricity at an installation if it is possible for that generation to be injected into our Network.

For further information see the Distributed Generation page on our website www.thelinescompany.co.nz.

14. We may disconnect your line without notice if we believe there is a serious immediate hazard.

Reconnection will only occur on receipt of a written notice from a suitably qualified person that the Electricity Regulations and relevant Codes of Practice are being complied with, and we have received reimbursement for our costs of disconnection, reconnection, and associated costs. Where a line is considered a less than serious hazard the details will be passed onto the Safety Regulator (Ministry of Economic Development Energy Safety) and their directions followed.

If an installation has been de-energised for more than six months, it must be inspected and issued with a Certificate of Compliance before we are legally permitted to re-energise it.

We will, at your request, carry out the inspection, or you may get another registered electrical inspector. If you get us to do the work there will be a competitive charge for this service.

15. If we have lines going through your property then you have an obligation to ensure that any trees are kept a safe distance away from the lines.

Short trees (Trees that are below the power line height)

Under the Electricity Regulations 2003 (Hazards from Trees) there are growth limit zones:

230/240v = 0.5 m

11kV = 1.6 m

33kV = 2.5 m

The distance is greater for spans over 150 metres.

You are required to keep your trees trimmed so that they are no closer to our lines than the above distance. If a tree intrudes into the growth zone it must be trimmed back 1 m from the growth zone.

We will pay for the first tree trim, apart from plantation trees. All trims after that however, are at the tree owner's cost.

If you have no interest in the tree, and advise us of this, then we will fell the tree to avoid further maintenance costs.

If you regularly trim your trees you should be able to avoid the charges that result from special power shutdowns that are normally required to do this work.

If you are in doubt about your or TLC's obligations regarding short trees, a pamphlet is obtainable from our office, or, if you contact our Vegetation Control Team, they can advise you.

Tall trees (trees taller than our lines)

Most of our outages are caused by tall trees falling into our lines.

If you have a tall tree on your property then you are required to trim the tree so that it grows no taller than a height equal to the distance between it and our lines less 4m, to allow a safety margin should it fall.

Liability

If a tree on your property falls into our lines, or debris from the tree blows into our lines and causes an outage or damage to the lines, then you are liable to us for the cost of the outage and the cost of any repair to our lines.

- 16. If you want to paint your house, trim trees, or undertake any other activity that for safety reasons should involve a temporary de-energisation, please let us know at least 36 hours in advance and we may be able to do the de-energisation for you without charge. Notice outside of this time will incur a fee.**

Our lines, and your private line, are live. If you touch them or the bare conductors that connect them to your installation you may be seriously injured or killed. Before you do any work near lines, arrange with us to identify any problems or disconnect / de-energise the line. Equally you should contact Transpower before doing any work near its lines.

For your own safety, we suggest that you contact a professional tree trimmer before attempting to remove any tree branches and vegetation near a line or related equipment. More information on electrical safety can be gained from the Electrical Safety Service www.ess.govt.nz.

We try to programme our work at least two weeks in advance. If you can fit in with our work programme we may be able to do the disconnection at minimal extra cost to us, which means no cost to you.

- 17. We may need to be able to get onto your property.**

We have rights under the Electricity Act to enter your property without your consent to:

- Connect or Disconnect, Energise or De-energise the supply.
- Inspect, test, install, operate, maintain, replace or remove any equipment related to your electricity supply.
- Read the meters at any given installation.
- Find the cause of any interference with the quality of supply to your installations or the surrounding area.
- Prevent harm to people or installations from equipment for which we are responsible.
- Clear trees, vegetation, or other obstacles from the lines and related equipment if the tree owner fails to do so under the regulations and Code of Practice.
- Maintain, replace or protect the operation of the network.
- Remove any equipment you have asked us to remove.

- Patrol our lines to assess our future maintenance requirements, or identify a fault.
- Ensure compliance with our connection standards or with clauses 10-12.
- Comply with any legal obligations for which access is required.

Unless emergency access is needed, (including for safety reasons, to restore our electrical supply to you or other customers, or to protect the network) we will:

- First notify you that we wish to come onto your property.
- Only come onto your property during daylight hours Monday to Saturday, excluding public holidays, unless otherwise agreed.

All staff and contractors carry identification, which you can ask to see. You should refuse access to anyone who refuses to show you any identification and inform us immediately.

You must give us access that is safe and unobstructed. Dogs can be a problem. We may contact you and ask you to restrain your dogs, or other animals, if we know we will be going on to your property.

If any of our equipment is located behind a locked door or gate you will need to arrange for us to gain access. If we require a key or other means of access, it will be held, transferred or disposed of in accordance with the policy available on our website.

Our right to enter your property under the Electricity Act is subject to a number of restrictions. A pamphlet that explains our power to enter your land is available from our office. Wherever possible, however, we will not go on to your property unless we have your consent. If however you refuse to provide, or obstruct, access then we may:

- Disconnect your line.
- Take reasonable steps to gain access if emergency access is needed.
- Charge you the actual and reasonable costs we incur in gaining access.

18. There are a number of reasons why we may have to de-energise your connection. In addition to those contained elsewhere in these terms and conditions:

- If we are directed to do so by your energy retailer.
- If there is evidence of wilful interference or damage by you to our equipment.
- If you breach any of clauses 11 to 17.
- If the agreement between us and your energy retailer for use of our lines is terminated, or if the agreement for supply between the electricity generator and your electricity retailer is terminated. Under these circumstances we will not de-energise your connection without, first, approaching you and trying to make arrangements for an alternative supply from another electricity retailer.

Except in the case of agreed or emergency de-energisations the timetable set out in clause 42 shall be applied.

19. We do not have a monopoly on all power work.

Appropriately qualified and approved people can connect and disconnect you from our system and work on your power lines. You are able to lease your meters and relays from suppliers other than us. Customers can now buy their own transformers, lines and associated equipment.

If you are getting someone else to do your work please remember people cannot work on our lines, or on our equipment such as meters and relays, unless they are qualified, have been authorised by us, and we are aware of when and where they are working. This is a safety requirement and does not mean that we accept any responsibility for the work they are undertaking.

If you own the equipment, or lease it from someone else, you are responsible for its maintenance, and ensuring that it complies with the Rules and our standards.

You are responsible for ensuring that the meter owner meets their obligations under our revenue protection code.

We are not responsible for inadequate work done for you, or equipment supplied to you, by contractors. You are responsible for the actions of your contractors. Make sure they are qualified and have kept us advised.

If you want to investigate the possibility of owning your own transformer or other equipment, contact our Asset Management Team who will advise you of the likely cost and potential savings to your monthly account. This is a technically complex area and it is likely you will need to engage a Chartered Professional Engineer with distribution power experience to advise you and complete various calculations and assessments.

20. If you want us to permanently remove your connection to our lines network, we will need your written permission.

A Total Dismantle Request form is available from our office. If a total dismantle is requested we may remove the meters and relay, and in some cases the transformer and wiring to your installation, and we will be under no obligation to restore the connection in the future. You remain liable for Line Charges incurred before the dismantling of your connection.

PART C

Taking an electricity supply from our lines network.

21. Before you, (or your tenants), can take electricity from our power lines, there must be a contract for that supply with an electricity retailer.

While we are responsible for the quality of your electricity supply we do not sell you the electricity you require. We cannot allow you to take electricity from our network unless you have a contract with a retailer and that retailer has a contract with us.

For a list of retailers who have contracts with us, contact our Enquiry team.

22. Our Performance Commitments

Outage Information Service: We will operate a 24 hour 7 day a week outage information service that will give you information on planned and unplanned outages including their likely duration and cause (if known).

Prompt Response: We will reply if you contact us with a complaint or query by:

Phone: 90 seconds until you are speaking to a customer service representative. General enquiries will be responded to Monday to Friday 8.00am - 5.00pm on **0800 FOR LINES, 0800 367 546.**

Our 24 hour 7 days a week call centre is available to take your calls relating to faults on **0800 FOR FAULTS, 0800 367 328.**

If your query or complaint needs detailed investigation we will agree with you a timeline to respond.

Writing: 5 Working Days from our receipt of correspondence, unless a detailed investigation is necessary in which case we will have advised you of this within the 5 day period.

Email: 5 Working Days from our receipt of your email, unless a detailed investigation is necessary in which case we will have advised you of this within the 5 day period. Our website www.thelinescompany.co.nz is a good source of information about our company and provides a link to send us email. Simply press on the **contact** icon on the front page of our website.

Service Quality

We have established Service Standard levels that are based on factors that influence the quality of the service that we provide to you. This includes the time taken to restore power in fault conditions, the number of interruptions that you may experience and being able to easily contact us.

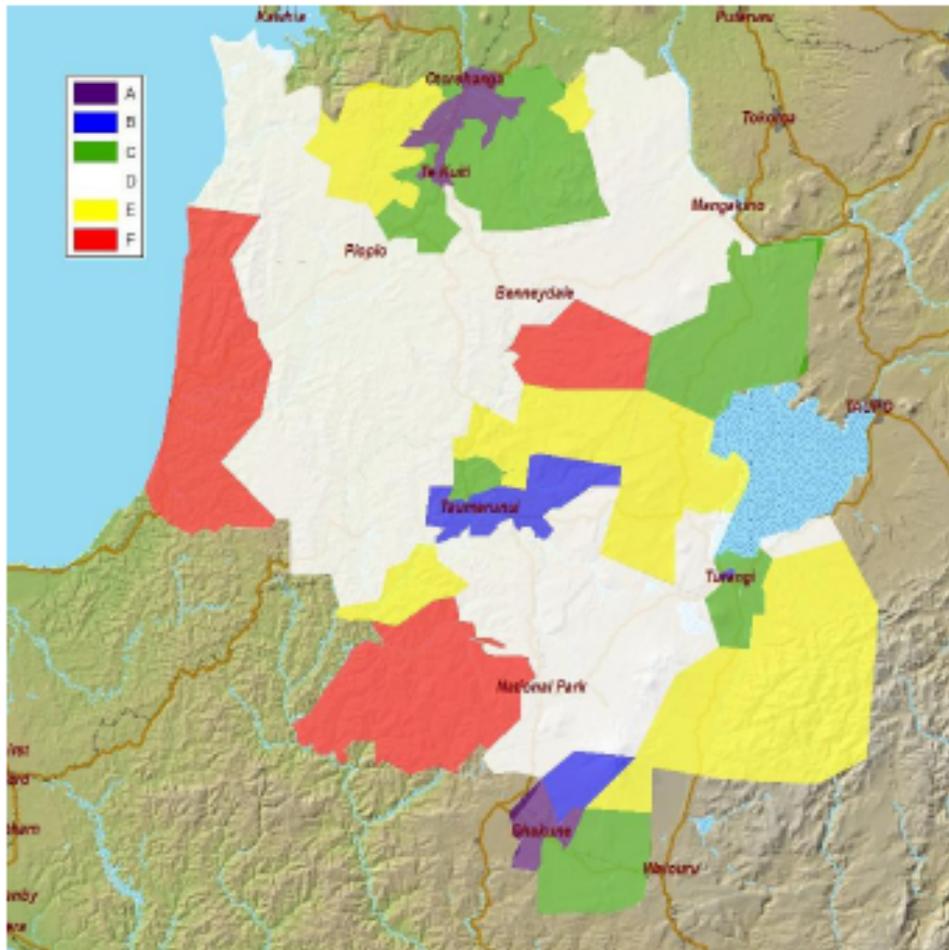
The Standards do not apply to events caused by severe storms, volcanic eruptions, earthquakes or other extreme events outside our control. In such extreme situations, we will plan ahead for possible repairs and restore power as quickly as possible. The Service Standards also do not apply to outages due to failures on Transpower's transmission system or due to insufficient local or national generation (including local rationing).

The Standards only apply to failures within our network. If the failure is due to your line or your equipment it is your responsibility.

Service areas

The area in which your home is located affects the level of service we are able to provide you. Homes located in suburban areas will have fewer and shorter interruptions and fewer momentary voltage fluctuations on average. This is due to the length and exposure of the rural overhead lines.

Service Levels



	Suburban	Rural			Remote Rural	
	A	B	C	D	E	F
Maximum Time To Restore Power after a fault (Hours)	3	6	6	6	12	12
Maximum Number of Planned Shutdowns Per Year	2	4	6	6	8	10
Maximum Number of Long Faults Per Year	5	15	15	15	25	25
Maximum Number of Short Faults Per Year	20	20	20	60	60	160
Voltage 230V ± 6%	√	√	√	√	√	√
Frequency 50Hz ± 0.75Hz	√	√	√	√	√	√
Expectancy of an Extended fault (1 in # years)	15	12	10	8	4	2

A Long Fault is one greater than one minute in length

23. Unplanned Interruptions (Including faults). We operate a full time fault response service and will try and fix all faults as soon as possible. We will keep you informed about progress with repairing any fault.

We may have to interrupt the supply to your installations without notice:

- As the result of a fault on the network.
- In order to fix a fault on the network.
- To protect persons or property.
- For other health and safety reasons.
- To comply with instructions from Transpower, the Electricity Commission or any other regulatory authority (including to ration supply).
- To protect the safety and security of the Network especially to:
 - Maintain a safe environment.
 - Prevent unexpected short term overloading.
 - Prevent voltage levels rising or falling outside statutory limits.
 - Prevent equipment damage.

If we are advised of a fault between 5am and 8pm, we will endeavour to have your power back on in accordance with the Service Standard levels for your area. Normally we do not fix faults that occur late at night until the next morning, because of the difficulties in locating the fault, and the need to keep our staff safe. However, every fault call is assessed on its merits.

The service times in the above table commence from when we are notified of the fault, and are only applicable to faults on our network. While our equipment will tell us if there is a problem affecting a large number of properties, we still rely on customers notifying us if there are a small number of customers affected.

We regularly inspect our power lines and have a planned maintenance programme to reduce the risk of unplanned power cuts, but faults can still occur.

Faults can occur as a result of events beyond our control; these include trees, lightning strikes, wind and storm damage, vehicles colliding with poles, possums and birds. Faults can also result from unpredictable equipment failure.

Most of our network is rural with long lengths of line with electricity being fed in only one direction. An outage will usually affect all customers on the line to some extent.

We have installed extra equipment where possible so we can isolate smaller sections of line when a fault does occur. This equipment, however, simply reduces the time you are affected by the fault from hours to seconds. The fault will still have a momentary effect.

Our rural / remote customers are subject to more outages than customers living in the large suburban areas.

If you have equipment, such as faxes or computers, that require a constant supply of electricity, we recommend that you install an un-interruptible power supply (UPS) device. This will ensure it will not be influenced by short outages and will give you time to shut down the computer if there is a power outage of duration. We have information on these systems if you are interested.

When unplanned or emergency interruptions occur, advance notice cannot be given. We will however provide you with the information we have available on the cause of the fault and its expected duration on toll free **0800 367 328 (0800 FOR FAULTS)**.

24. Planned Interruptions - We will advise you in advance if we plan to turn your power off for maintenance and shutdowns that may be necessary:

- To maintain, replace, or upgrade the network or individual items of equipment.
- To install new equipment or connect new customers.

The needs of our customers are considered carefully in all cases and we endeavour to factor in such things as school holidays and milking times when scheduling all planned works. As such, the majority of shutdowns are between 9:00am and 4:00pm, with the shortest possible time being used in each case. As we rely on Transpower and local generators for supply, there may be occasions where their shutdowns exceed this timeframe, due to the increased complexities involved with the equipment they operate.

While we do carry out some maintenance using live line techniques, most of our line maintenance work requires the power to be turned off.

We will give you at least two days notice of any planned shutdowns, by mail, phone, or a prominent advertisement in your local newspaper. The notice will say why we have to turn your power off, the earliest time that it will be turned off, and the latest time it will be turned on again. Where we cannot give advance notice the relevant information will be placed on free **0800 367 328 (0800 FOR FAULTS)**.

Where supply is a matter of life or death, such as to dialysis machines, please advise us. We keep a register of such equipment and take your needs into account when planning shutdowns.

25. Number of Interruptions

TLC strives to run a network that is reliable and that has minimal interruptions, but they do happen. The number of long interruptions each of our customers experience varies widely. The previous table illustrates our promise, although we expect most customers will experience fewer interruptions. Across the network, our customers receive on average less than four faults per year. During the process of fixing an unplanned outage on our network that has affected you, your power may trip on and off more than once. These extra interruptions are not counted, but regarded as part of the main interruption.

If you receive more unplanned outages than those indicated for your area, let us know. We will identify the problem and work towards some possible solutions.

A dip, sag or spike is not a power outage.

26. Compensation

Response

If we do not respond to a written or email query or complaint within the committed time we will credit your account with \$10.

We will monitor telephone service levels and report these to our Trust owners and the Customer Service Panel.

Interruptions

We will pay you if we can't meet the promised time to restore power to you, and you have not advised that the supply is not immediately required. The amount we will pay you is based on the length of the interruption you suffer. For every hour you are without supply beyond our promise, we will pay you the equivalent of one day's network and demand charge up to a maximum \$50.

To claim your compensation please call us.

Domestic households may also be entitled to higher compensation under the Consumer Guarantees Act if the above service levels are not met.

27. Voltage and Frequency

This is measured at the point where your line that supplies your installation connects to our network.

The specifications in the previous table do not include momentary fluctuations in voltage or frequency. They also do not include variations due to spikes or surges of electricity due to lightning strikes, wind-blown debris touching power lines, animals or birds coming in contact with the lines etc, which are beyond our control.

When your lights flicker or dim for a moment the cause is usually either tree branches hitting overhead lines, faults on another supply line, or the use of heavy industrial equipment in your area. Short-term dips and spikes are typical of all networks and most household appliances are designed to handle these fluctuations.

Many modern electronic appliances such as washing machines, microwaves, videos, DVD players/recorders, televisions, computers, faxes, stereos, etc can be damaged by surges or spikes so we strongly recommend that you should contact your local electronics store to discuss fitting surge protectors on the plugs

supplying those appliances and, in addition, have your electrician fit surge arrestors on your installation switchboard.

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

Our *Customer Advisors* can give you more information on how to protect your equipment.

While we constantly monitor our power lines our equipment will not tell us if there is a problem affecting a small number of properties, or if there is a problem just in your home or in your own line. If your home electrical equipment is not operating properly or keeps breaking down, fluctuating voltages could be to blame (although this is not a common problem).

If you have electrical problems that cannot be traced to a particular cause, please call our Asset Management Team. We can test to establish whether your problems are being caused by the voltage being too high or too low.

28. Risk of extended fault

Although we do not expect your power to be off for longer than the maximum time decided, there is always the risk that this could happen.

This risk is greater in some areas than others, due to the amount of back up equipment that is in place. The expectancy figure gives you an indication of how many years, on average, there are between extended faults in your area.

29. Want a higher standard of service?

If you want a higher level of service than we are currently offering, then please call us and talk it over. We may be able to provide a higher standard, but this may incur extra costs for your area, which would lead to higher charges. Consultation with other customer representatives may therefore be necessary to ensure the change is desired by the community.

30. Not sure what your service area is?

If you are unsure what service level you are in or level of service you are being offered, you can give us a call and we will confirm it for you.

31. Load Control. We offer a range of load control options that will lower your demand level at peak times, and therefore lower your total line charge account, or may enable you to take advantage of lower retail prices. We may switch off your appliances that are connected to our load control system at times of high demand or when electricity shortages occur. Your electricity retailer may also ask us to control the load at times when wholesale electricity prices are high.

You can connect almost any type of appliance to our load control system, but we cannot guarantee that the system will always operate properly. The relay on your switchboard could fail, or it could be affected by interference from other electrical equipment.

For these reasons, we recommend that you do not connect any appliances (e.g. freezers or fridges) where there is potential for permanent spoilage or damage to the load control system, unless they are monitored.

We will not accept liability for the failure of power supply to such appliances due to the operation of load control.

Regardless of whether we, or your electricity retailer, decide to control the flow of electricity, the following conditions will apply:

Full Control

Power will be turned off for a maximum of 12 hours in any one calendar day.

Limited Control

Limited Control applies where either:

- Power is turned off for a maximum of three hours in any one calendar day, or
- Power is turned off at set times.

Rationing

On rare occasions, due to national electricity shortages or regional transmission constraints, we may have to ration supply. If this occurs we will first turn off those appliances that we can load control, and impose periods of control that are greater than normal. No compensation will be available in these circumstances as such events are beyond our control.

PART D

Liability

32. Domestic Liability:

The Consumer Guarantees Act applies if you buy or take services from us for personal, domestic or household use. The Consumer Guarantees Act gives you the benefit of various guarantees, including that:

- Our supply is fit for the purpose for which you obtain it, provided it is a domestic purpose.
- We will provide our services to you with reasonable skill and care.

If we breach any of these guarantees, your rights of redress are set out in the Consumer Guarantees Act.

We will not be liable for events, and failures because of such events, beyond our control such as lightning, storms, fires, floods, volcanic eruptions, earthquakes, accumulation of snow or ice, or other acts of God, strike, lockout or other industrial disturbance, act of a public enemy, terrorist act, riot, sabotage or act of vandalism.

We will not be liable for any problems caused by third parties who are not under our control. In such circumstances you may have a claim against a third party and you should seek the advice of your insurance company or your lawyer. We will, where possible, assist you in any claim you may have against third parties.

We cannot guarantee a supply of electricity, as we are dependent on third parties such as generation companies and Transpower making electricity available for us to transport to you.

We will not be liable to you under this clause for any loss or damage that was not reasonably foreseeable as occurring in a home, or which arises from a business or any other non-domestic activity.

33. Commercial Liability:

We will be liable to you, with some limitations, for any damage caused to your equipment in our supply of capacity to you by a breach of this agreement only if that damage was directly caused by an event within our control and was due to our deliberate or negligent and significant act or omission.

We will not be liable for events, and failures because of such events, beyond our control such as lightning, storms, fires, floods, volcanic eruptions, earthquakes, accumulation of snow or ice, or other acts of God, strike, lockout or other industrial disturbance, act of a public enemy, terrorist act, riot, sabotage or act of vandalism.

We will not be liable for any problems caused by third parties who are not under our control. In such circumstances you may have a claim against a third party and you should seek the advice of your insurance company or your lawyer. We will, where possible, assist you in any claim you may have against third parties.

We cannot guarantee a supply of electricity, as we are dependent on third parties such as generation companies and Transpower making electricity available for us to transport to you.

We will not be liable for any loss of profits, revenue, use, contract, or goodwill. We will not be liable for any indirect or consequential loss. We will not be liable for any loss, corruption or damage to computers, software or data.

Our liability to you for any one event (or a series of failures arising from the same event) is limited to half the line charges paid by you to us in the 12 months preceding the event for the affected installation(s).

If, in any 12 month period, there is more than one event (or series of failures arising) our aggregate liability is limited to twice the line charges paid in the 12 month period.

- 34. Your liability to us is similarly restricted to damage caused by an event or a person within your control and due to a deliberate or negligent act or omission.**

PART E

Pricing and Invoices

35. We will publish from time to time a price list that will list our line charges.

At least 4 weeks notice of any price increases or change in the way we are billing you will be given to you, after which the changes will come into effect.

If the price increase is more than 5% we will give you an individual notice pursuant to clause 53. If the increase is 5% or less then the increase may be notified by publication in a local newspaper.

If your charges are based on either the capacity of your installation or the demand level taken by your installation then we will give you at least 1 month's notice of any changes in your capacity or demand level. If you wish to challenge either demand or capacity levels then the challenge must be made within 1 month of that advice. Challenges can not be made to the methodology under which the levels have been calculated, but may be made as to the accuracy of the data used in the calculation of the levels or as to whether the methodology has been followed correctly.

If you are a landlord of a premise and the charges have not been assigned to a tenant then if we propose to increase the demand level applying to the installation by more than 10% we will first give you three (3) months notice of the potential increase.

An up to date pricing schedule and methodology is available at our Te Kuiti office or on our website www.thelinescompany.co.nz.

36. The charges for the electricity you use are determined, and billed to you, by the electricity retailer you choose.

TLC is not an electricity retailer. TLC charges are based on the cost of providing the assets and services needed to enable you to take a supply of electricity up to the capacity level you have nominated.

Even if no electricity is being taken by your installation, you are still required to pay our lines charges as long as you are connected to our network.

37. We may ask you for a bond.

We may ask you for information that will enable us to assess your credit worthiness.

Our use of this information will be governed by the principles of the Privacy Act and we will use it only to establish your credit worthiness.

Based on your information, and any information given to us by independent credit assessors, we may assign you a credit code and also decide whether to ask for a bond or a guarantee.

A bond is a sum of money we collect from you and hold as security against non-payment of invoices. If we do ask for a bond, the reason for that decision will be explained to you. A bond may be required if you:

- Have a pattern of unpaid electricity invoices.
- Have been repeatedly late in paying your electricity invoices.
- Have tampered with or interfered with a Meter or other electricity equipment.
- Have repeatedly refused or obstructed access to your premises.
- Have been de-energised for non-payment of a previous invoice.

If we ask you for a bond it will be for no more than 2 months worth of your line and equipment charges.

Your bond will be put into a separate trust account. It will not incur interest.

It will be credited back to your account after 12 months if all accounts are paid by the due date or if you move and are no longer one of our customers.

Bonds must be paid within 10 working days after we have requested the bond or your home may be de-energised if it has already been energised.

Bonds will be kept for twelve months. For longer periods we will notify you of our reason to continue to hold onto your bond.

38. We are responsible for the accuracy of your accounts.

If there is an error on your account, and this results in the account being less than what is actually owed, then you are entitled to rely on the bill being accurate if, in the circumstances, it would be reasonable for you to do so.

If we have overcharged you, then you are only liable to pay the correct amount.

If you are sent an invoice that is more than two months after the end of the period for which the bill has been issued, you will have at least the length of time covered by the invoice to pay it, in regular instalments or as otherwise agreed. However, the provisions of this clause will not apply to the extent you caused, or contributed to, the late invoicing.

Arrangements for payments can be made by phoning our Credit Control Manager.

39. Our invoice/statement will be sent to you at the beginning of every month for the lines charges for that month.

If we change our prices between invoices we may pro rate your charges in a manner reasonably chosen by us.

The invoice will itemise the applicable individual line and equipment charges that comprise the total amount charged for that month. The invoice will also include the amount outstanding from the last invoice, if any, and any other amounts due for other services we may have provided you. If we have issued you a separate invoice for those services then the monthly invoice/statement may show the total only of those invoices.

You should receive this invoice/statement by the 10th of the month. If you do not receive an invoice by then please let us know and we will send you a duplicate.

The invoice will be due for payment by the 20th of the month. If however you do not receive the invoice by the 10th then payment will not be due until 10 days after you receive the account.

We may introduce delivery by email. If we do we will ask you for the method of delivery you prefer.

You will be deemed to have received your invoice 3 days after it is posted or the day after it is emailed to you.

40. Payment

You must pay the invoice in full by the due date on the invoice. You may not set off any of the amount you may owe to us under this agreement against an amount that we may owe to you.

We offer a number of ways to pay:

- You can direct credit us a fixed sum each week, fortnight or month by setting up an auto payment with your bank.
- You can authorise us to direct debit your monthly charges from your bank account.
- You can telephone transfer the amount to us via your bank.
- You can use internet banking.
- You can pay by cheque.

Some methods of payment may attract lower rates of prompt payment discount, or a service fee. This will be stipulated on our pricing list.

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

41. Any amount you pay will be applied to the oldest amount outstanding on your account.

42. If you believe the statement is wrong, you do not have to pay us the amount that you are disputing.

The balance of the statement, however, must be paid by the due date.

You must advise us before the due date that you are querying your statement, and the reason for the query. Queries can be made by phoning our office. Your

query will be answered within five working days, unless further investigation is needed.

You may query the accuracy of a charge or the data for your installation on which a charge is based. You cannot however, challenge the pricing methodology under which the charge is calculated. If you would like to have input into the pricing methodology contact us or the relevant shareholder trust.

If an enquiry has been resolved in your favour we will immediately credit your account. If this results in an overall credit balance on your account we will, at your request, refund you that credit by electronic payment to your bank account or by cheque. If, however, there is still an amount outstanding you must pay us that amount within 14 days.

43. If you can't pay us by the due date you must advise us. We are willing to come to arrangements regarding payment. Failure to pay could lead to de-energisation.

Most of our customers pay us by due date.

We do, however, realise that sometimes you may have difficulties in doing this and may want to arrange with us for payment at a later date, or payment by instalments.

This can be arranged by contacting our Credit Control Manager.

If a payment arrangement is made, no debt collection action will be taken as long as the terms agreed upon are met.

44. De-energising for non-payment

We may de-energise your installation if you do not pay in full, by the due date, any amounts owed for the supply of our lines services to the installation, or if in dispute, you do not pay the undisputed part of your invoice.

We will not de-energise your connection if you have a formal complaint with TLC, are in a dispute resolution process and you have paid the undisputed part of your invoice. If we reasonably consider that your dispute is frivolous or vexatious we may require you to deposit the disputed amount in our trust account. If you fail to do so within 3 days we may commence credit control action.

We may commence credit control procedures if your account remains unpaid 2 days after the due date.

We will give at least 7 days' notice of warning of de-energisation for failure to pay outstanding balances, before that de-energisation takes place.

A final warning will be sent no less than 24 hours, nor more than 7 days, before the de-energising. The final warning will provide the timeframes for de-energisation.

This final warning may be provided by telephone, email, or post. We will take all reasonable steps to ensure you receive this warning.

If de-energisation is not prevented by you and not completed within 7 days of the above warning we will send you another final warning.

If notice is given by post, a further 3 days will be added to the above time frames.

Any warning or notice of de-energisation will contain information about:

- The reasons for the de-energisation.
- Details of how you can avoid de-energisation, including where applicable, where and how you can pay the amount owing.
- Details of any fees additional to the unpaid invoices that must be paid before re-energising.
- How we may help you manage your payments if you are having difficulty paying our invoices.

Any fee we charge in relation to a de-energisation or a re-energisation will be no more than the amount needed to meet the costs fully incurred in the de-energisation/re-energisation.

45. Other consequences

Once the property has been de-energised, we may require you to:

- Pay all amounts owing, including any fees and collection costs notified in our pricing schedule.
- Agree on a method for paying future charges.
- Provide a bond.
- Provide a certificate that complies with clause 3 before it will be re-energised.

Once you have satisfied our requirements we will re-energise you as soon as reasonably practicable.

If the debt goes to a debt collection agency, you will be liable for any collection costs incurred in obtaining payment.

46. If you are planning to move, you must inform us at least three working days before your move.

You will need to advise us of your forwarding address so that we can send you your final account or credit.

You will still remain liable for your current connection until either the contract has been assigned to the new property owner, or you authorise us to permanently disconnect. Assignment forms can be found on our website or by contacting 07 8780600.

If the installation at your new address is also connected to our network, we can transfer the balance on your final account from your old to your new address.
If you have a bond with us, it will be retained to cover the new address.

If you will no longer be a customer of ours, then your final account will include a credit for any bond owing or overpayment received by us.

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 the previous account, unless we agree otherwise, but a default in payment may be treated by us as a default under this contract.

47. We may from time to time receive a distribution from your local consumer trust to credit to your account.

We may apply any distribution received by us for your benefit, to any debt you have with us.

We will not pay the distribution to you in cash unless you no longer have any installations on our network and have closed your account with us, in which case, having applied the distribution to your account, we will pay to you the credit balance on your account.

PART F

General

48. You will inform us if you, or someone living with you, has a serious medical condition and is dependent on electricity for critical medical support.

We will put you on our Medical Dependency Register to aid your safety during a power shutdown. You may also need to provide us with authorisation to discuss your condition with the District Health Board.

49. When you apply for electricity from an electricity retailer or you apply for a connection agreement with us, we will be supplied with your personal information.

Use of information

We may use any information we collect and hold about you for any or all of the following purposes:

- To supply services to you under this agreement.
- To invoice you.
- To carry out credit checks or debt collection.
- To send you notices or contact you.
- To meet the requirements of the Electricity Governance Regulations and Rules and the Electricity and Gas Complaints Commissioner Scheme.
- To assess whether you are a vulnerable customer.
- To allow us to consult with Work and Income New Zealand, if for any reason we form the honest belief that you are a vulnerable customer, you do not make regular bill payments and your supply is at risk of disconnection, and we have provided you with all the assistance we are reasonably able to and you are still unable to make your payments.
- If you are a tenant and have agreed to the payment of the line charges being assigned to you then we may advise your landlord if you are 2 or more months in arrears of payment of the charges.
- To meet the requirements of our owners, including distributions and elections.
- For research on the quality and level of services we offer you.

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

- Help train and monitor our customer service staff.
- Confirm our contractual commitments with you; and
- Help resolve any disputes.

The information supplied will be kept strictly confidential under the terms of the Privacy Act 2003.

If you have nominated a person with whom we can discuss the details of your account, we may also discuss financial assistance with that person. Apart from this, we will not give your personal information to a third party unless you have authorised us to do so, or we are legally obliged to do so.

We will not pass any information on to a debt collection agency if the debt is in dispute, the dispute process is being followed, and the undisputed amount has been paid. We will advise you, in writing, to your last known address, seven days before we send any information to a debt collection agency.

We will not send the information if you pay the debt or come to an arrangement with us regarding payment and you are abiding by that arrangement. Only that information necessary for the collection of the debt will be sent.

If you want to know what information is held about you, we will supply you with a copy at your request. If you would like any information we hold on you corrected, we will correct it at your request.

50. Dispute resolution.

If you are unhappy with the service you have received from us please tell us. We value all of our customers and it is important to us that your problem is resolved.

If it is an account or general query, please contact our accounts team. If the problem is of a more technical nature, please contact our Customer Advisor. Our receptionist may also be able to put you on to whoever is best able to handle your problem.

If you remain unsatisfied please contact our Complaints Resolution Officer on 07 8780600. Our complaints resolution process is free and committed to delivering fair and effective outcomes in good faith.

Receipt of your complaint will be acknowledged in 2 working days (excluding delivery time). This will inform you of the steps to be taken to reach resolution. If your problem is complex, or may involve our insurance company, we may ask you to put your problem in writing to help us better resolve your complaint.

Once we are aware of your problem, we will undertake a preliminary investigation and advise you within 20 working days of our answer to your problem or of the action and the time frame we will be taking in order to fully investigate it. We may want to meet with you to talk through the problem.

If the problem involves an amount we have billed you, we will hold off any action concerning the amount in dispute until we have reached settlement with you, unless we reasonably consider that your dispute is frivolous or vexatious, in which case we may ask you to pay the disputed amount which we will lodge in our trust account. You must still make payment on any undisputed amounts.

If you are still unhappy with the outcome from our investigation or your problem is not resolved by TLC, or our Complaints Resolution Officer believes it will help, we will engage a local independent mediator to speedily assist us in resolving the problem. If you desire the mediator may be engaged earlier in the process to ensure we fully comprehend your concerns.

If local mediation still does not resolve the complaint, you may contact the Electricity and Gas Complaints Commission. The Commission does not investigate pricing or contracting complaints. The Commission's contact numbers are available from us on request. Alternatively you may wish to pursue the dispute through the Disputes Tribunal or the court system.

Within 10 working days of any dispute about charges being resolved, we will credit you with any amount we owe you, or you will pay us any amount you owe us.

51. You may nominate a person to make decisions for you under this contract; however, you are still responsible as a customer.

52. No changes will be made to these terms and conditions unless you are notified.

Unless changes are required by law or by the Rules they will be made in consultation with a Customer Service Panel that is independent and made up of customers who are keenly interested in the standard of service we give our customers. The Customer Service Panel will represent a wide range of our customer base.

Changes will be advised in our customer Newsletters, by publication in local newspapers circulating in our area, or by notification to you.

Where a change could decrease your rights or increase your obligations, we will advise you of the subject of the proposed change at least 30 days before the change.

53. Notice

Where we are required to give you notice we will do that by one or more of the following means:

Individual Notice

- Hand delivery to your home or office.
- Mail service to the latest postal address supplied to us by either you or your retailer or if we have neither the address on your connection agreement.
- Sending it to the latest fax number, phone number or email address supplied to us by either you or your retailer.

Newspaper Notification

- Advertising in a newspaper circulating in your area.

We are entitled to assume our notices have been received by you:

- On the day it was delivered to the address to which you asked us to send notices.
- 3 days after being posted.
- The day it was transmitted to your last known email address or fax number.
- On the day after it was published on our website, or appeared in a local newspaper.

Where you are required to give us notice, you can do that by:

- Mail to PO Box 281, Te Kuiti.
- Fax to 07 878 7024.
- Phone to 0800 367 546 or 07 878 0600.
- Emailing to our email address: queries@thelines.co.nz
- Hand delivery to our head office at King Street East, Te Kuiti.

In some instances, notice by phone may have to be confirmed in writing.

Where notice is sent by mail, three days should be allowed from the date of posting for receipt.

- 54. These terms and conditions replace all earlier terms and conditions. If any terms and conditions are ruled invalid in a court of law, it will not affect the rest of the terms and conditions.**

TLC is a member of the free and independent Electricity and Gas Complaints Commissioner Scheme

call free 0800 22 33 40, or www.egcomplaints.co.nz