

14 July 2021

Amendments to The Lines Company (TLC) Terms of Service

Below is a summary of changes made to The Lines Company Terms of Service dated 1 November 2016. The amended Terms of Service come into effect 20 August 2021, with customers notified of the change in a bill message [see below] incorporated on bills from 15 July 2021.

Bill message

We're updating our Terms of Service so we can end our current agreement in preparation for the move to retailer billing. The amended Terms of Service take effect on 20 August 2021 and are available at: www.thelinescompany.co.nz/forms

Summary of changes

Page	Change	Was	Is Now
Cover	Date added "Effective 20 August 2021"		Effective 20 August 2021
4	1.6 – removed reference to "fact sheets"	1.6 References to published policies, lists, processes, schedules, fact sheets, standards, guidelines, forms and fees in these terms of service are to documents of the same name published on our website: www.thelinescompany.co.nz . We may occasionally amend these documents.	1.6 References to published policies, lists, processes, schedules, standards, guidelines, forms and fees in these terms of service are to documents of the same name published on our website: www.thelinescompany.co.nz . We may occasionally amend these documents.
5	Amended clause 2.2 and 2.3 to reflect effective date	2.2 This agreement replaces the 2009 Domestic and Commercial Terms and Conditions and takes effect from the 1st November 2016. 2.3 These terms of service apply while your installation is connected to our network The terms of this agreement are in place from the later of the 1st November 2016 and the time your installation is connected to our network, and	2.2 This agreement takes effect from 20 August 2021 and amends the existing terms of service (which took effect 1 November 2016) by including a clause allowing us to terminate the agreement for convenience subject to publishing a replacement agreement that has been subject to consultation with the Customer Service Panel.

Page	Change	Was	Is Now
		<p>apply whether that connection is energised or de-energised.</p>	<p>2.3 These terms of service apply while your installation is connected to our network The terms of this agreement are in place from the later of 20 August 2021 and the time your installation is connected to our network and apply whether that connection is energised or de-energised.</p>
12	10.3 – reference to Access Fact Sheets changed to Network Code	<p>10.3 We will fulfil our legal obligations to notify you before we enter your property Wherever reasonably possible, we'll notify you before we enter your property or premises. We will give notice as needed under section 23A of the Electricity Act 1992. Our notice will include the reason we need access and for how long. Our Access Fact Sheets tell you what the minimum notice requirements are and what distinctions are made under law for maintenance and inspection.</p>	<p>10.3 We will fulfil our legal obligations to notify you before we enter your property Wherever reasonably possible, we'll notify you before we enter your property or premises. We will give notice as needed under section 23A of the Electricity Act 1992. Our notice will include the reason we need access and for how long. Our Network Code tells you what the minimum notice requirements are and what distinctions are made under law for maintenance and inspection.</p>
12	10.7 – removed reference to Key Policy	<p>10.7 We will safeguard any keys or passcodes we hold If we hold a key or passcode that allows us access to your property, we will hold, transfer, or dispose of it according to our Key Policy.</p>	<p>10.7 We will safeguard any keys or passcodes we hold If we hold a key or passcode that allows us access to your property, we will hold, transfer, or dispose of it securely.</p>
18	11.14 – changed reference from Tree Policy to Tree Information	<p>11.14 You need to keep trees and vegetation on your property away from our fittings You must ensure that trees and vegetation on your property do not damage our fittings or interrupt our service. You agree to keep all trees and vegetation on your property away from our fittings and to meet the hazard restrictions in our Tree Policy (Your trees and powerlines). Our Tree Policy complies with The Electricity (Hazards from Trees)</p>	<p>11.14 You need to keep trees and vegetation on your property away from our fittings You must ensure that trees and vegetation on your property do not damage our fittings or interrupt our service. You agree to keep all trees and vegetation on your property away from our fittings and to meet the hazard restrictions in our</p>

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		Regulation 2003 (as amended). Please contact us for more information about hazards from trees and vegetation.	Tree Information available on our website www.thelinescompany.co.nz . Our Tree Information complies with The Electricity (Hazards from Trees) Regulation 2003 (as amended). Please contact us for more information about hazards from trees and vegetation.
25	Utilities Disputes update	16.2 The Utilities Disputes Office (https://www.utilitiesdisputes.co.nz) If we can't resolve your complaint, you may take it to Utility Disputes office. They offer a free and independent service for resolving complaints. You'll find contact details on the back cover.	16.2 Utilities Disputes www.utilitiesdisputes.co.nz If there is an issue we cannot resolve, please contact Utilities Disputes on 0800 22 33 40. Utilities Disputes is a free and independent service for resolving complaints about utilities providers.
33	28.2 – inserted new clause regarding termination of agreement 30.0 and 30.1 – inserted new clause regarding survival of terms		28.2 For convenience: We may terminate this agreement by giving you at least 20 working days' notice of termination, provided: a) our notice of termination includes notification of a replacement agreement published on our website; and b) the replacement agreement has been subject to consultation with the Customer Service Panel in accordance with the existing terms of service which took effect from 1 November 2016. 30. Survival 30.1 The rights and obligations of the parties under this agreement which are intended to continue beyond termination will survive termination, including clauses 11, 12, 13, 16, 17 and 18.

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34	Removed reference to Access Fact Sheets and replaced with Network Code	Access Fact Sheets set out the minimum notice requirements that we must meet before accessing your property, and what distinctions are made under law for maintenance and inspection. These sheets may occasionally be amended and are available on our website: www.thelinescompany.co.nz .	Access - Our Network Code sets out the minimum notice requirements that we must meet before accessing your property, and what distinctions are made under law for maintenance and inspection. These sheets may occasionally be amended and are available on our website: www.thelinescompany.co.nz .
36	Removed para regarding Key Policy	Key Policy means our Key Policy (as amended from time to time) as published on our website: www.thelinescompany.co.nz .	
37	Changed Tree Policy to Tree Information	Tree Policy means our Tree Policy (as amended from time to time) as published on our website: www.thelinescompany.co.nz .	Tree Information means our Tree Information (as amended from time to time) as published on our website: www.thelinescompany.co.nz .
Back cover	Email addresses updated Fax # removed Utilities Disputes message added and contact details updated	queries@thelines.co.nz complaints@thelines.co.nz Fax: 07 878 7024 The Utilities Disputes Office The Office can help with any unresolved complaints	info@thelines.co.nz resolutions@thelines.co.nz Utilities Disputes If there is an issue we cannot resolve, please contact Utilities Disputes. Utilities Disputes is a free and independent service for resolving complaints about utilities providers.

For more information

Freephone us on 0800 367 546
or email us at info@thelines.co.nz