

thelines
company



The Lines Company Standard Terms of Service

Contents

| | |
|---|------------|
| Understanding who these terms apply to | 2 |
| About these terms of service | 4 |
| When our terms apply and when they might change | 5 |
| Our responsibilities: What you can expect from us | 7 |
| Understanding where our responsibility finishes and yours begins: the Point of Connection | 14 |
| Your responsibilities to us: What we need from you | 16 |
| Your bills and paying us | 20 |
| About de-energisation and re-energisation | 22 |
| How we deal with complaints, liability, and compensation | 25 |
| Information we need from you and how we'll use it | 28 |
| Metering equipment: What you need to know | 30 |
| How we notify you and how to give us notice | 32 |
| Ending your agreement | 33 |
| Definitions of terms we use in this document | 34 |
| Contact details | Back cover |

Our outage information service

Outage information is available 24 hours a day, 7 days a week.

Phone: 0800 367 328

Website: www.thelinescompany.co.nz

Facebook: The Lines Company Ltd



As part of our commitment to you, this document meets the WriteMark Plain English Standard. The WriteMark is an internationally recognised plain English quality mark.

We have included a definition section at page 34. Please use this section if you are unsure about the meaning of a term or how it might be applied.

Understanding who these terms apply to

These terms of service apply to both residential and commercial premises. This means that parties to this agreement (as set out below) may be either:

- individual people (or groups of people)
- companies or other corporate entities.



The customer is the other party to this agreement and usually owns the installation. Most of our customers are also the bill payer and the consumer. All the terms in this agreement are relevant to the customer.



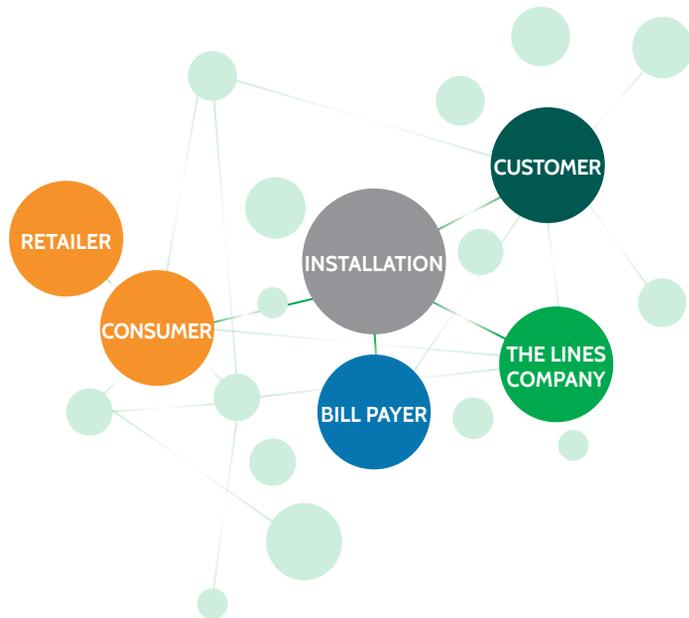
The bill payer (account holder) is the person who has accepted responsibility for paying the charges for the line function services we provide to the installation.

The customer can agree with us that another person will meet their payment obligations. However, if the bill payer doesn't pay, the payment obligation returns to the customer. For more information on payment obligations, see 'Your bills and paying us' on page 20.

In many residential rental situations, the bill payer is the tenant who is also likely to be the consumer.



The consumer is the person who has an agreement with an electricity retailer to supply electricity to the installation.



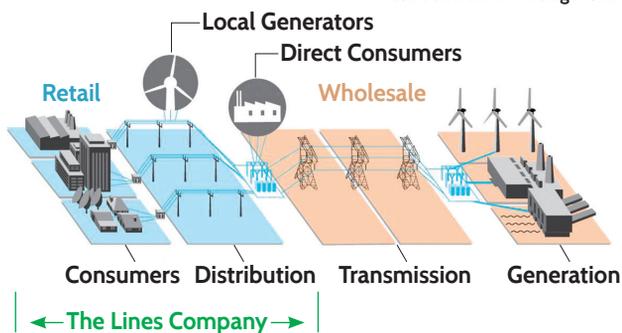
When the customer, bill payer, and consumer are separate people, all three parties need to be familiar with these terms. The customer should make sure all parties are aware of these terms and how they affect each party. We have added a coloured graphic to the top right corner of each section indicating which party each section applies to.

The installation (for example, a house, pump, or dairy shed) is the focus of the relationship between these three parties and us.

About these terms of service

- 1.1 These terms of service are part of a legally binding agreement between us and the customer. The terms of this agreement apply to providing line function services only. They do not apply to any other services or works we provide to you, which are subject to different terms.
- 1.2 We provide the electricity network that enables you to take a supply of electricity. However, we don't supply electricity, so this agreement is independent of any agreement you or the occupier at the installation may have with an electricity retailer.
- 1.3 We take our legal obligations seriously. We ensure that the services we provide comply with any rights you have under the Consumer Guarantees Act 1993. Nothing in these terms limit your rights under that Act, unless we are legally entitled to exclude any of its provisions. If you use our services for business purposes, the Consumer Guarantees Act 1993 does not apply.
- 1.4 If any of the terms of this agreement with you are, or become, invalid, that does not affect the remaining terms, which remain in effect.

Picture source: www.ea.govt.nz



- 1.5 We have included a definition section at the end of this agreement.
- 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.

When our terms apply and when they might change

2. When our terms of service apply

- 2.1 When you accept our services, we assume you have understood and accepted the terms of this agreement.
- 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 apply whether that connection is energised or de-energised.
- 2.4 **What to do if you are unsure about any of these terms of service**
If you are unsure about any of the terms in this agreement, please contact us on 0800 367 546.
- 2.5 **When our standard terms might not apply**
If you are a large or industrial customer, we may need to negotiate a separate contract with you. This would typically apply if your capacity requirement is greater than 100 kVA.

3. When our terms might change

- 3.1 We may change these terms from time to time, subject to the terms set out in clauses 3.2 to 3.6.
- 3.2 **Our terms may change when the law or operational rules change**
Changes to these terms are sometimes required by law or by changes to the rules under which we operate.

When our terms apply and when they might change (continued)

3.3 We'll consult a Customer Service Panel before we make major changes

When we wish to make changes to these terms, and we believe the changes will significantly affect our contracts with customers, we'll consult a Customer Service Panel. We won't consult a Customer Service Panel before we make minor changes or before we make changes required by law or the rules under which we operate.

3.4 We'll notify you of changes to our terms of service

We will notify you about all changes we make to our terms. When we notify you, we'll explain the changes and how they might affect you. We'll say when the changes will take effect, and where you can find the updated document with those changes in it.

3.5 If you don't receive a notification about a change, we can still make the change

We'll do our best to notify you of any changes at least 20 working days before changes take effect. However, if you don't receive a notification, the change will still take effect.

3.6 If you are unhappy about any changes to these terms of service

If you are unhappy with any changes made to these terms, we recommend you follow our published complaints resolution process (refer to clause 16 'How we manage complaints').

You also have the right to end this agreement with us (refer to clause 27 'When you want to end your agreement with us').

3.7 If we assign or transfer our responsibilities to a third party

We may assign or transfer any of our rights and obligations under this agreement to a third party. If we do so, we will notify you. Our notification will include the name and contact details of the other party and the effective date of the transfer. When the transfer takes effect, we are released from our assigned obligations and the assignee or transferee takes over those obligations.

3.8 We may sub-contract or delegate the performance of any of our responsibilities under this agreement.

Our responsibilities: what you can expect from us

4. What we agree to do for you

4.1 We will:

- a) undertake the initial connection of your installation
- b) provide safe, reliable, and legally-compliant line function services up to the capacity we have agreed to provide at your installation (but with no guarantee of uninterrupted supply)
- c) publish on our website a list of electricity retailers currently trading on our network.

5. Our performance commitments

5.1 So you know about any interruptions, we run a 24 hour, 7 days a week outage information service

We operate a 24/7 outage information service. This service provides information on planned and unplanned interruptions to our service, including their likely duration and cause, where known. Contact details for our outage information service are on the front and back covers of this agreement.

5.2 We'll try to answer any questions you have about our services

We will help resolve any questions you may have about our line function service. We aim to respond to your questions within 7 working days. Our contact details are on the back cover.

5.3 We'll get our service back up and running as soon as we can

When there is an interruption, we will restore our service as soon as we can.



Our responsibilities: what you can expect from us (continued)

6. Our service standards

We aim to provide our line function service to you at an acceptable quality. We follow good electricity industry practice in the operation of our network.

6.1 We operate under strict quality and reliability thresholds

To assess quality and reliability of supply we can measure Voltage at your connection. If you are concerned about the quality or reliability of supply at your Point of Connection, we encourage you to contact us.

| | |
|---------------------|---------------|
| Our Voltage targets | 230V \pm 6% |
| | 400V \pm 6% |
| | 460V \pm 6% |

7. Unplanned interruptions to your electricity supply

7.1 Service can be interrupted by events outside our control

Events outside our control may sometimes affect our service. If that is the case, we'll restore service to your installation as quickly as reasonably possible. We will update our outage information service regularly, so you have the best possible information on the cause and expected duration of the outage.

Events outside our control include (but are not limited to):

- acts of God, such as storms, fires, floods, volcanic eruptions, and earthquakes
- faults and interruptions on the transmission network (the national grid)
- industrial disturbances, such as strikes or lockouts
- acts of public enemies, vandalism, sabotage, or unintentional damage caused by third parties (for example, because of car accidents)
- terrorist acts and riots.

7.2 When your supply of electricity may be interrupted without notice

At times, we may need to interrupt your supply. For example:

- for health and safety reasons, including to prevent or restrict damage to property or injury to any person
- to protect our network or equipment connected to our network
- because of a fault or to fix a fault
- during load management (where there are active relay circuits at your installation)
- to comply with any instruction we receive from or on behalf of:
 - the owner or operator of the national grid
 - any other person responsible for the security of electricity supply
 - any relevant authority that considers interruption of supply to be in the national interest
- to comply with any instruction received from your electricity retailer
- for any other reason in line with good electricity industry practice or because of events beyond our control, or both.

7.3 Use our outage information service to find out what is happening

When unplanned or emergency interruptions occur, we can't give you advance notice. Any information we have on the cause of the interruption and the expected time to restore supply will be available from our 24/7 outage information service. Contact details for this service are on the front and back covers.

Our responsibilities: what you can expect from us (continued)

8. How we will manage planned interruptions to our service

8.1 We will notify you about planned interruptions

We will give you at least 4 working days' notice of any planned interruptions to our service.

8.2 If you have medical equipment that needs a continuous supply of electricity

When you have told us about a medical situation, such as dialysis equipment connected at the installation, we'll discuss possible alternative arrangements with the consumer.

8.3 Why we carry out planned interruptions to our service

We may carry out planned interruptions so that we can:

- a) do maintenance and repairs
- b) install or remove equipment
- c) interrupt service on behalf of others, so that works can be managed safely
- d) connect new customers
- e) address any of the types of issues referred to in clause 7.2.

9. How we manage the load on our network

Our load management system works by sending signals to the relay at your meter. This process is often referred to as load control. Only circuits connected to the relay will be affected by the load control signals.

9.1 Load control may occur at any time

We may load control at any time in order to manage our network. This includes any or all of the following reasons:

- a) to manage the stability and resilience of our network system
- b) to reduce transmission charges
- c) to optimise our network investment
- d) to help the national grid operator with system stability.

9.2 Does load control affect my charges?

Please refer to our current *Pricing Policy*.

10. When we might exercise our right of access to property

10.1 We may need access to your property

You agree to grant us and our agents access to your property:

- a) where the Electricity Act 1992 gives such right of access (Restrictions to these access rights are identified within the Act. Contact us if you need more information about these rights and restrictions.)
- b) for the reasons set out in clause 10.2 (subject to the obligations in clauses 10.3 to 10.7).

10.2 Common reasons we might need access to your property

The most common reasons we (or our agents) might need access to your property are to:

- a) maintain the operation of our network, including:
 - identifying and repairing faults
 - inspecting, testing, installing, operating, maintaining, replacing, or removing our fittings and meters
- b) read or download data from the meter/s at your installation
- c) prevent harm to people or installations from equipment for which we are responsible
- d) clear trees, vegetation, or other obstacles where these interfere with our fittings or where we have been given permission to clear obstacles
- e) ensure compliance with our *Network Code* and any legal obligations for which access is needed
- f) energise or de-energise the supply of electricity to your installation
- g) connect or decommission your installation.

Note: This list is a guide only, not a full list of reasons.

Our responsibilities: what you can expect from us (continued)

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.

10.4 If we believe emergency access is necessary, we'll enter your property without notice and notify you after the event.

10.5 We'll try to minimise any inconvenience our access might cause

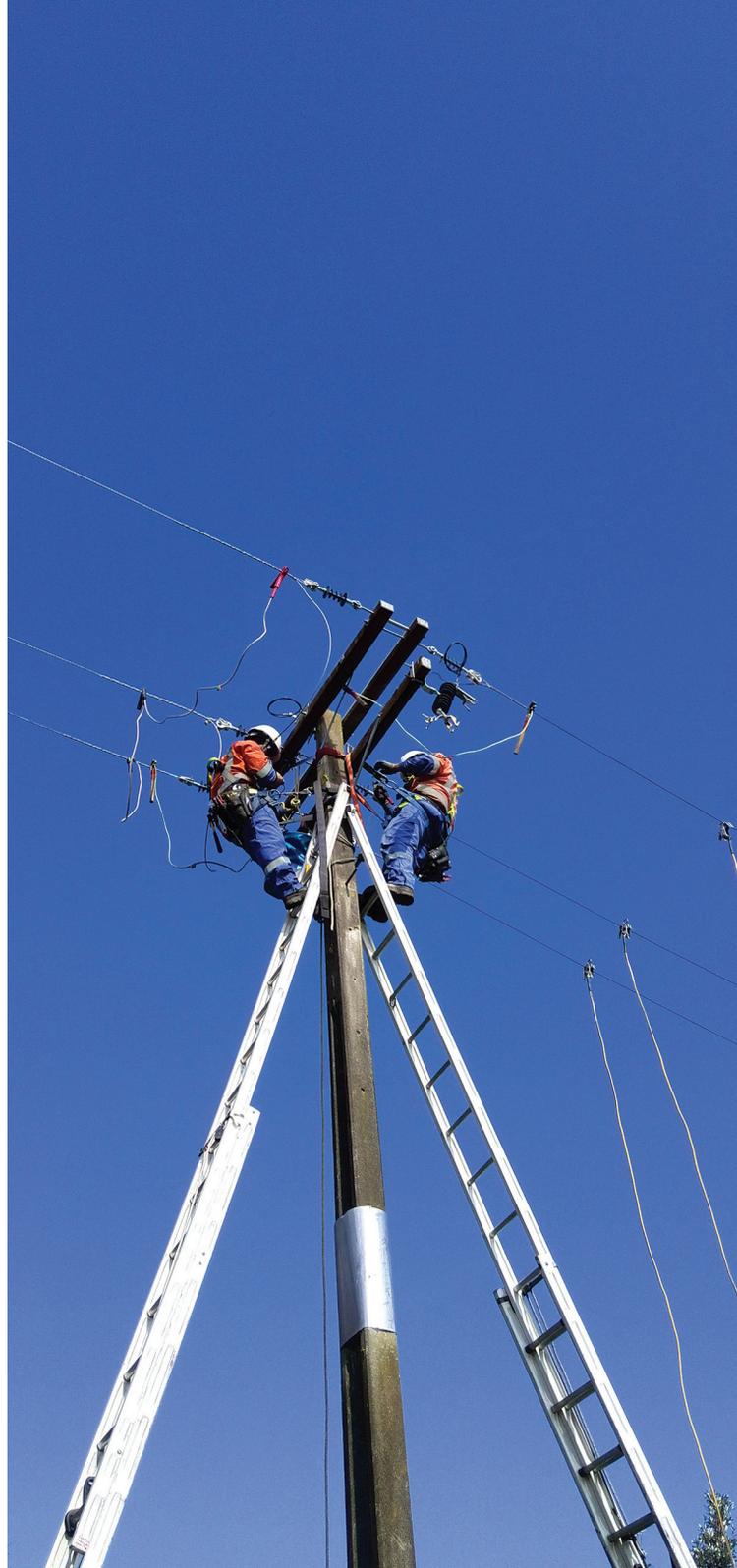
When possible, we'll work with you to ensure that our access rights don't cause any unnecessary inconvenience to the owners or occupiers of the property that is served by the installation.

10.6 Our staff and agents carry ID and will provide it if you ask

All of our staff and agents carry identification. You should deny access to anyone who refuses to provide identification and inform us immediately.

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*.



Understanding where our responsibility finishes and yours begins: the Point of Connection

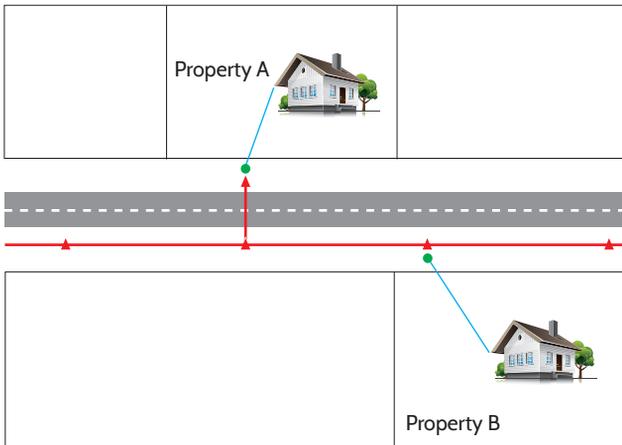
The 'Point of Connection' is the point where the responsibility for lines and equipment changes from our responsibility to yours. You can find more information on your responsibilities on page 16.

Figures 1 & 2 show 'typical' Points of Connection. There are many variations of these typical examples. Contact us if you wish to find out where your Point of Connection lies.

Typical examples of Point of Connection

In Figure 1, both customers are responsible for all fittings beyond their separate Points of Connection. In the case of Property A, the customer is not responsible for the line crossing the road. This situation only applies where the installation is residential and receiving supply from our low Voltage network.

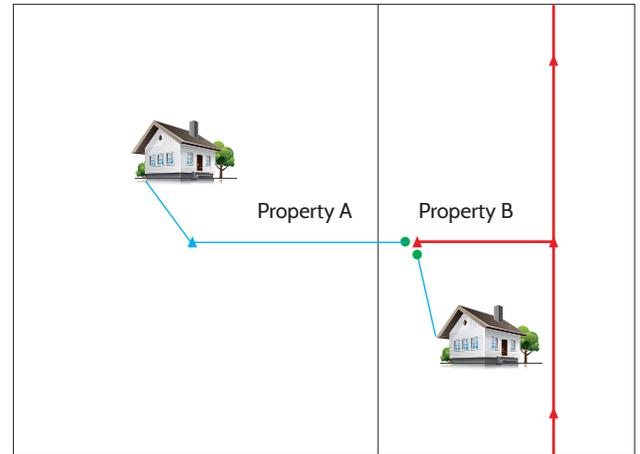
Figure 1:



- Customer property boundary
- TLC Network line
- ▲ TLC Network poles
- Point of Connection
- Customer fittings (private line)

In Figure 2, both customers are responsible for all fittings beyond their separate Points of Connection. This situation is typical for many rural customers on our network.

Figure 2:



- Customer property boundary
- TLC Network line
- ▲ TLC Network poles
- Point of Connection
- Customer fittings (private line)
- ▲ Customer fittings (poles)

Your responsibilities to us: what we need from you

11. What you must do to meet your agreement with us

11.1 You must maintain your installation and fittings to a safe and acceptable standard

You are responsible for maintaining your installation and fittings to the standards identified in our *Network Code*. Maintenance must be carried out by a suitably qualified person. This may be yourself or a contractor. For more detail on these maintenance requirements please refer to our *Network Code*.

11.2 We encourage you to report outages and faults on our network

Please use our dedicated faults line to report outages and faults: 0800 367 328.

11.3 You must use electricity safely

If you want to fell or trim trees, or undertake any other activity that for safety reasons should involve a temporary de-energisation, please contact us at least 20 working days in advance. Your de-energisation may mean we need to send an interruption of supply notice to other installations on our network.

11.4 You need our consent to connect electricity generation equipment at your installation

If a generator is connected without this consent we may de-energise your installation, as outlined in clause 13.6.

You must have our written consent before connecting any type of generation that is capable, inadvertently or normally, of injecting electricity into the network.

The consent process and recommended connection methods are explained in our *Distributed Generation Policy*.

11.5 You must tell us about anyone who is dependent on electricity for medical needs

If you, or someone living with you, has a serious medical condition and is dependent on electricity for critical medical support, you should let us know. We will need you to provide information on the medical support required.

11.6 You must pay on time

You must pay the amounts shown in your billing statement on or before the due date specified in your billing statement.

11.7 You must allow us safe access to your property

You must provide us (and our agents) with safe, unobstructed access to your property and premises (including making sure animals such as dogs are kept under control during access periods).

11.8 You must notify us about changes that affect your agreement with us

You must:

- a) notify us if your capacity requirements are likely to change, for example, because of planned changes to buildings or business operations
- b) tell us about any change in occupier at the installation if it could affect our responsibilities under these terms of service
- c) contact us about any issues relating to faults, new connections on our network, or any technical aspects of your connection
- d) notify us of any changes to your contact details, the details of your agent or nominated bill payer
- e) give us at least 5 working days' notice if you sell your property, so that we can ensure contract details are changed.

11.9 Your electricity retailer must be authorised

You can only enter into an electricity retail agreement with an electricity retailer who is currently authorised to trade on our network.

11.10 You must provide the housing for the metering equipment

You must supply and maintain the housing for the meter and associated equipment following the requirements set out in our *Network Code*. These requirements aim to protect the metering equipment and allow us easy access to read the meter and download data from it.



Your responsibilities to us: what we need from you (continued)

- 11.11 You are responsible for protecting any sensitive equipment or making arrangements for a continuous supply**
If you have sensitive equipment (for example, electronic equipment), or a special need for a continuous, non-fluctuating supply of electricity, you are responsible for making the necessary arrangements to protect your equipment or to meet your special needs.
- 11.12 You must not interfere with meters and metering equipment**
You must not interfere with the operation of the meter/s or related metering equipment at your installation.
- 11.13 You must not interfere with our fittings or related equipment**
You agree:
- not to interfere with, or allow anyone else to interfere with, any of our fittings on your property (which includes agreeing not to send signals through our network)
 - not to interfere with anyone else's equipment if it is necessary to provide our services and crosses your property
 - that we may charge you for the costs of replacing or repairing any of our fittings that we believe you are responsible for damaging
 - that we may charge you for services during the period of interruption when we reasonably believe you (or people for whom you are responsible) are responsible for the interruption caused by damages to our fittings.
- 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) Regulation 2003 (as amended). Please contact us for more information about hazards from trees and vegetation.

- 11.15 You must pay for damage to our fittings from trees or vegetation on your property**
If any trees, debris from trees, or vegetation on your property make contact with our fittings (whether or not such fittings serve your property), you agree to pay for the cost of any outage caused, and any damage or repairs that are necessary.
- 11.16 You must pay for damage to our fittings from loose equipment such as trampolines and corrugated iron.**
If any loose equipment on your property makes contact with our fittings (whether or not such fittings serve your property), you agree to pay for the cost of any outage caused, and any damage or repairs that are necessary.
- 11.17 You cannot transfer your responsibilities to anyone else**
You may not assign or transfer to anyone else any of your responsibilities under this agreement. For exceptions, see clause 12.5.

CONSUMER

CUSTOMER

Your bills and paying us

12. Understanding your bill and your payment obligations

Our charges are for providing a line function service. These charges apply even if you don't have a current electricity supply agreement with an electricity retailer.

12.1 Our Pricing Policy and notifying you about changes

Our *Pricing Policy* explains our individual charges and pricing plans. We will give you at least 20 working days' notice of any change to these charges.

12.2 Our Schedule of Prices and notifying you about changes

Our *Schedule of Prices* contains the prices charged for our line function service. We will give you at least 20 working days' notice before the change takes effect and explain the reason for this change.

12.3 Your monthly billing statement and what it shows

Unless we agree or advise otherwise, we'll send you a monthly billing statement with:

- a) details of the charges that make up the total amount and
- b) the billing period and due date for payment.

If you have multiple agreements with us for multiple installations, the charges will be shown in separate invoices, which form part of the same billing statement.

12.4 Our bill notification period

We'll consider you have received your billing statement 4 working days after we post it or on the day we send you an email notification.

12.5 Agreeing that your payment obligations will be met by someone else

We may agree that another person can meet your payment obligations. Generally, this person will be the consumer. However, if the account is in arrears for 2 months in a row, we will notify you within 5 working days. The effect of this notification is that you will be responsible for all future charges.

You can only transfer payment obligations under this clause – all other responsibilities under these terms remain with you.

12.6 Our payment terms

Our payment terms are advised on your billing statement.

You must pay all billing statements in full by the due date without any kind of deduction or set off, unless we have agreed individual payment terms with you.

If any prompt payment discount is available, we will include it in our *Schedule of Prices*.

12.7 Our debt collection process

We will take all practicable steps to notify you before we contact a debt collection agency. If, on or after such notification, we agree individual payment terms and you meet those terms, we will not take debt collection action for the debt.

If you pay any arrears, we will apply the payments to the oldest amounts outstanding unless those amounts are in dispute.

If we need to take action to recover overdue payments from you, you are liable for any reasonable collection and legal fees we incur.

12.8 Our credit process

We may ask you for information that enables us to assess your credit worthiness. We will follow our *Credit Management Policy* if we make such a request.

If you supply us with information we use to assess your credit worthiness, we will follow the principles of the Privacy Act 1993 and our *Privacy Policy*.

We may need you to provide a bond as security against non-payment of billing statements. If we do ask for a bond, we will explain the reasons for this decision and we both agree to comply with our *Credit Management Policy*.

12.9 Our distributions process

If a party asks us to make a distribution payment, we will follow their instructions and publish them on our website.

If you have any debt with us, we will apply the distributions to it.



About de-energisation and re-energisation

De-energisation stops the supply of electricity to your installation. Re-energisation starts the supply again.

Your responsibilities under our terms of service continue even if your installation is de-energised. This includes your payment obligations.

13. When we may de-energise your installation

13.1 If there is no agreement with an electricity retailer

We may de-energise your installation if you do not have a current supply agreement with an electricity retailer.

13.2 We may de-energise your installation if we do not have an agreement with your current electricity retailer governing the electricity retailer's use of our network. This situation is unlikely to occur, but if it does, we will let you know which electricity retailers we have agreements with.

13.3 If you don't meet your payment obligations

We may de-energise your premises if:

- a) our request for a bond is not met
- b) you have not met your payment obligations to us.

13.4 If you interfere with our fittings or equipment

We may de-energise your installation if we believe you, or those you are responsible for, have interfered with our fittings or the metering equipment at your installation.

13.5 If you prevent us from carrying out our work

We may de-energise your installation if:

- a) we are unreasonably denied access to your premises or property
- b) you have prevented the meters at your premises from being read or downloaded.

13.6 If safety or network standards are compromised

We will de-energise your installation without notice if we believe the fittings at your installation are unsafe or do not meet our *Network Code*.

We will de-energise your installation without notice if we believe any distributed generation equipment at your

installation does not meet the safety requirements identified in the *Distributed Generation Policy*.

13.7 If we de-energise your installation for safety reasons we will not re-energise the installation until we are satisfied the installation meets the standards provided in our *Network Code*.

14. How we will notify you about de-energisation

14.1 You will get at least 7 working days' notice

Unless otherwise advised in these terms, we will give you not less than 7 working days' notice of our intention to de-energise. This notice will tell you when the de-energisation will take place, and any steps you could take to avoid de-energisation.

14.2 You will get a final warning at least 24 hours before de-energisation takes place

Unless otherwise advised in these terms, we will give you a final warning notice at least 24 hours before de-energisation, including the time within which the de-energisation will take place and any steps you could take to avoid de-energisation.

14.3 We may charge a de-energisation fee

We may charge a de-energisation fee when your installation is de-energised. The de-energisation fee is included in our *Schedule of Prices*.

15. How to get your installation re-energised

15.1 Meet your payment obligations

If you wish to re-energise your installation following de-energisation for non-payment, we may need you to do all or any of the following:

- a) pay all amounts owing for the installation, including any fees and collection charges notified in our *Schedule of Prices*
- b) agree to a payment arrangement for future charges
- c) pay a bond.



About de-energisation and re-energisation (continued)

- 15.2 **Meet your obligations under these terms**
If your installation has been de-energised for reasons other than non-payment, you will need to follow the advice given in the de-energisation notice.
- 15.3 **You must be on site at re-energisation**
You must ensure that a responsible person (18 years or older) is on-site when we re-energise your installation.
- 15.4 **If more than 6 months have passed, you must show a Certificate of Compliance.**
If 6 months or more have passed since de-energisation, you must provide a Certificate of Compliance as required by The Electricity (Safety) Regulations 2010. We will not re-energise your installation until you provide this certificate.
- 15.5 **We may charge a re-energisation fee**
We may charge a re-energisation fee. The re-energisation fee is included in our *Schedule of Prices*.

How we deal with complaints, liability, and compensation

- 
16. **How we manage complaints**
- 16.1 **We will follow our complaints resolution process**
If you make a complaint about our services under this agreement, we will follow our complaints resolution process to try to resolve your complaint.
- You can view our complaints resolution process on our website or ask us for a copy (see our contact details on the back cover).
- 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.
- 16.3 **Other options for resolving complaints**
Either party (you or us) may take a claim to the Disputes Tribunal or seek a remedy before a suitable court or other forum in New Zealand.

How we deal with complaints, liability, and compensation (continued)

17. Our liability to you and what compensation we will pay

Residential customers

17.1 Your rights under the Consumer Guarantees Act

The services we provide comply with the Consumer Guarantees Act 1993. Nothing in these terms will limit your rights under that Act, the Fair Trading Act 1986 or any other law, unless we are legally entitled to exclude any of their provisions. If you use our services for business purposes, the Consumer Guarantees Act 1993 does not apply.

17.2 What we're not liable for

We are not liable for:

- a) 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
- b) any problems caused by third parties who are not under our control - in such circumstances you may have a claim against a third party
- c) any loss or damage that was not reasonably foreseeable as occurring in a home
- d) loss or damage arising out of any planned or unplanned outages, unless we have not met our obligations in these terms.

17.3 Other types of liability

We do not exclude or seek to limit any liability that we have under the Consumer Guarantees Act or the Fair Trading Act. In all other cases, our liability to you is limited to \$10,000 (ten thousand dollars).

Commercial customers

17.4 Our liability is limited

Our maximum liability to you under these terms, however caused, is limited to the lesser of:

- a) half the charges you have paid to us in the 12 months before the event; or
- b) \$20,000 (twenty thousand dollars).

17.5 We are only liable for property damage caused by our negligence

If we cause physical damage to your property through negligence, we will pay the reasonable costs of repairing the damage for any single event or series of related events, but only up to the limit described in clause 17.4. If we consider it appropriate, we will replace the damaged property rather than repairing it.

17.6 What we're not liable for

We are not liable for:

- a) 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
- b) any problems caused by third parties who are not under our control - in such circumstances you may have a claim against a third party
- c) any loss or damage that was not reasonably foreseeable
- d) any loss of profits, revenue, use, contract, goodwill, indirect or consequential loss
- e) any loss, corruption or damage to computers, software or data.

17.7 Other types of liability

We exclude all other liability we may have to you to the maximum extent the law allows.

18. Your liability to us and what costs you must pay

- 18.1 If we have to take action to recover an amount you owe us or to enforce any of these terms, you are liable for all associated costs we incur (including the cost of a solicitor).



Information we need from you and how we'll use it

19. What information we need from you

19.1 You agree to give us the information we need to carry out our services

You agree to give us all information that we reasonably ask for. You agree that the information you give us will be correct and complete, and provided to us in a reasonable timeframe.

20. How we may use your information

20.1 We collect and use metering information for quantifying charges and improving performance

We (and our agents, including metering equipment providers) may collect and hold metering information from your installation. We may use this information to determine the quantities for our charges and to analyse our network's performance and operation.

20.2 Information we collect may include recording phone conversations with you

We may collect and hold personal information about you, consumers at your installation, and your installation. This information may include recording telephone conversations with you.

20.3 What we may use information about you and your installation for

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

- a) to supply services to you
- b) to send you a billing statement, send you notices, or contact you
- c) to carry out credit checks or debt collection
- d) to meet the requirements imposed on us by the rules that govern our industry, good electricity industry practice, and the EGCC scheme
- e) to meet the requirements of Waitomo Energy Services Customer Trust and King Country Electric Power Trust, including requirements for distributions and elections

- f) for research on the quality and level of services we offer you
- g) to approach a health professional to assess your requirements and complete our registration process if you tell us about a medical dependency.

20.4 We can access and use information your electricity retailer holds

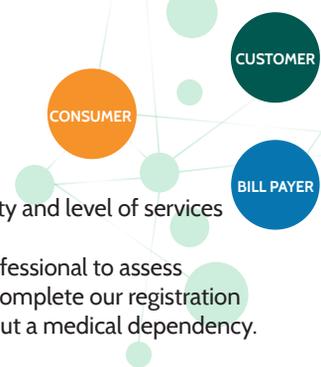
If we do not have enough information to meet the purposes outlined in clause 20.1 and 20.3, we may use information from your electricity retailer. We will only use this information for the purposes outlined in clause 20.1 and 20.3.

21. Your rights to access your information

21.1 You can ask for information we hold about you and have it corrected

Our *Privacy Policy* gives you the right to:

- a) ask for any personal information we hold about you
- b) ask that we correct any of your personal information if you show it is incorrect.



Metering equipment: what you need to know

22. Maintenance, charges, supply, and access

22.1 Metering equipment must be owned and maintained by a qualified provider

The metering equipment at your installation must be owned and maintained by a registered metering equipment provider.

22.2 We may charge you for metering equipment and services

If we've contracted a metering equipment provider to provide metering equipment at your installation, we may invoice you for the meter and associated equipment and services. These charges are in our *Schedule of Prices*.

22.3 You must supply and maintain the housing for the metering equipment

You must supply and maintain the housing for the meter and associated equipment following the requirements set out in our *Network Code*.

22.4 You need to take care of metering equipment

You must take all reasonable steps to ensure metering equipment is not damaged while at your installation. If any metering equipment is damaged while at your installation because you have not taken such reasonable steps, you are liable for the cost of the damage.

22.5 You must allow access to your property for metering readings and downloads

You must allow our agents access to your property or premises so they can read and download data from the meters, and install, remove, test, or replace the metering equipment.

22.6 We'll notify you if we need access to any meter or metering equipment on your property

We'll notify you if we (or our agents) need access to your property or premises to:

- a) read a meter or download data from a meter
- b) remove, test, or replace the metering equipment.

23. Inaccurate metering equipment

23.1 You need to notify us if your metering equipment is not accurate

If you believe the metering equipment at your installation is inaccurate, you must notify us using our contact details at the end of this document.

Meters must be tested at an approved test house. If after testing, your meter is found to be accurate we will charge you the costs of testing the meter.

23.2 If the metering equipment is inaccurate

If the metering equipment at your installation is found to be inaccurate, and as a result, you have been:

- a) overcharged for our line function service, your account with us will be credited with the amount overcharged.
- b) undercharged for our line function service, you will be liable to pay for the undercharged amount and your account with us will be debited with the amount undercharged, unless in our reasonable view it would be unfair to recover this amount.



How we notify you and how to give us notice

24. How we will notify you

24.1 Where these terms require us to give you notice, we will do that by any one or more of the following means:

- a) for an individual notice, by:
 - hand delivery to your home or office
 - mail service to the latest postal address supplied to us by you or your electricity retailer
 - sending it to the latest fax number or email address supplied to us by you or your electricity retailer
- b) for a notice to all customers, by publication in a local newspaper circulating in the relevant area.

24.2 When we will assume you have received a notice

We will assume you have received any billing statement or notice that we deliver or send to you:

- a) on the day it is hand delivered
- b) 4 working days after it is posted
- c) the day it is sent to your last known email address or fax number
- d) on the day after it is published or appears in a local newspaper circulating in the relevant area.

25. How to give us notice when you need to

When you need to give us notice, use the contact details provided at the end of this document.

Ending your agreement

26. When this agreement ends automatically

This agreement will end automatically when you no longer own or have the authority to act for the owner of the installation.

27. When you want to end your agreement with us

27.1 You need to give notice and pay all bills

You may end this agreement if you:

- a) give us 5 working days' notice that you wish to end this agreement
- b) pay all outstanding charges.

28. When we may end your agreement with you

28.1 If you do not meet your responsibilities

If you do not meet your responsibilities under this agreement, we'll notify you explaining what is wrong, what needs to be done, and when it must be done by. If you don't comply with such a notice, we may, subject to our Continuance of Supply Obligations, end this agreement. You will still be liable to pay us any outstanding amounts.

29. Decommissioning when the agreement ends

29.1 If you end this agreement and you wish to decommission your installation, you must complete a decommission request form. Contact us to ask for the form.

29.2 If we end this agreement and you remain the owner of the installation, we may decommission the installation.

29.3 If your installation is decommissioned, we will remove our equipment and treat any re-connection as if it was an application for a new connection.



Definitions of terms we use in this document

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.

Agreement is the contract between you and us, comprising these terms of service and any other document that you may have signed or agreed to.

Bill payer (account holder) is the person who has accepted responsibility for paying the charges for the line function services we provide to the installation.

Bond is money we may request from the customer or the bill payer. The bond acts as security and we may use it to cover unpaid charges.

Capacity refers to the maximum amount of power available from the network at a single point in time. Each installation requires a share of the network's total capacity.

Certificate of Compliance is signed by an electrician and states that the installation and fittings meet electrical safety regulations. The electrician must complete a site visit and inspection.

Charges means all charges and fees charged by us to you for our services, as described in our *Pricing Policy*.

Credit Management Policy means our *Credit Management Policy* (as occasionally amended) as published on our website: www.thelinescompany.co.nz.

Connection is the physical act of connecting a customer's installation to the network.

Consumer means the person or people in a current agreement with an electricity retailer. The consumer may or may not be the customer under this agreement. For example, a tenant at an installation may have an agreement with an electricity retailer and therefore be the consumer but not the customer.

Complaints resolution process sets out the steps we take if you make a complaint about our services. The details of this process are available on our website (www.thelinescompany.co.nz) and may occasionally be amended.

Continuance of Supply Obligations means the obligation we have under Section 105 of the Electricity Industry Act 2010 to continue to provide line function services to installations connected to the network on or before 1 April 1993. For installations connected to the network after this time, there is no such obligation and both parties are bound only by this agreement.

Customer means the owner or owners of the installation. If more than one person is an owner, each person is responsible, both together and separately, for all identified responsibilities for that installation. In the case of lease agreements, the customer is the person that is the owner or is authorised to act for the owner of the installation.

Customer Service Panel is an independent group of customers, who are interested in the standard of service we provide. The panel is intended to represent a wide range of our customers. We will consult with such a panel if we wish to make major changes to these terms.

Decommission, decommissioning, or decommissioned means the physical removal of our fittings resulting in disconnection from our network.

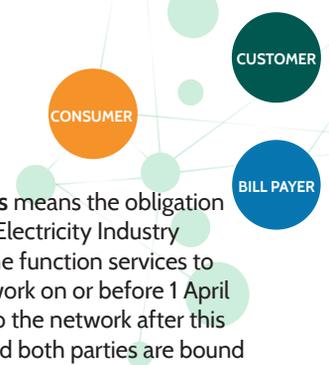
De-energise, de-energisation, or de-energised means preventing the flow of electricity to or from an installation. Usually, a qualified lines technician must be present during de-energisation, but the process may be managed remotely depending on the Point of Connection and type of meter onsite.

Distributed Generation Policy means our *Distributed Generation Policy* (as amended from time to time) as published on our website: www.thelinescompany.co.nz.

EGCC means the office of the Electricity and Gas Complaints Commissioner.

Electricity retailer means a person, firm, company, or organisation that supplies or sells electricity to a consumer or buys electricity from a consumer.

Energised means that electricity can be supplied to the installation.



Definitions of terms we use in this document (continued)

Fittings means the lines, poles, transformers, and other equipment necessary to transport electricity to or from an installation. Providing and maintaining fittings is either our responsibility or the customer's.

Generation means generation of electricity at an installation connected to our network.

Good electricity industry practice means exercising the degree of skill, diligence, prudence, foresight, and economic management expected from a skilled and experienced electricity network owner engaged in distributing electricity in New Zealand.

Installation refers to the building or equipment capable of receiving service from our network.

Key Policy means our *Key Policy* (as amended from time to time) as published on our website: www.thelinescompany.co.nz.

Line function services has the meaning given to this term in the Electricity Industry Act 2010 and refers to the transport of electricity to your installation. These services don't include installing meters or supplying electricity – they are supplied by metering equipment providers and electricity retailers.

Load management or **load control** is the process of reducing electrical load on our network.

Metering equipment means the metering components used for measuring and recording the quantity of electricity transported through a Point of Connection.

Metering equipment provider means a person, firm, company, or organisation who, subject to the requirements of the Electricity Industry Participation Code 2010, has assumed responsibility for a metering installation.

Network Code means our *Network Code* (as amended from time to time) as published on our website: www.thelinescompany.co.nz.

Point of Connection refers to the point where the responsibility for lines and equipment changes from our responsibility to yours. The Point of Connection may be outside your property boundary. You can find some common examples of Points of Connection on page 14. For a fuller explanation of this term refer to the *Network Code*.

Pricing Policy means our *Pricing Policy* (as amended from time to time) as published on our website: www.thelinescompany.co.nz.

Privacy Policy gives you the right to ask for any personal information we hold about you, and tells you how to ask for a change to this information if it is incorrect. This policy may be amended from time to time and is available on our website: www.thelinescompany.co.nz.

Private line refers to the length of line and fittings that stretch from the Point of Connection to the meter at the installation. Private line is sometimes referred to as the service line or customer service line. For a fuller explanation of this term refer to the *Network Code*.

Re-energise, re-energisation, or re-energised means restoring electricity supply or export to or from an installation.

Rules refers to the Electricity Industry Act 2010 and the Code and Regulations supported by the Act (as amended or replaced from time to time).

Schedule of Prices means our *Schedule of Prices* (as amended from time to time) as published on our website: www.thelinescompany.co.nz.

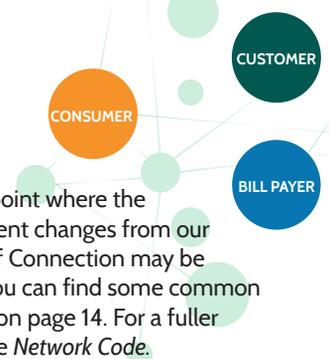
Tree Policy means our *Tree Policy* (as amended from time to time) as published on our website: www.thelinescompany.co.nz.

We and us and our means The Lines Company Limited.

Working day means a day of the week other than a Saturday, Sunday, or any other day which is a public holiday in our network area.

You or your means the customer.

Note: Our definitions may differ from the legal descriptions for these terms - we have tried to explain them in plain language.



Contact details

The Lines Company

Website: www.thelinescompany.co.nz

Email: queries@thelines.co.nz
complaints@thelines.co.nz

Phone: 0800 367 546
07 878 0600

Fax: 07 878 7024

Post: The Lines Company Ltd
PO Box 281
Te Kuiti 3941

Main office: King Street East, Te Kuiti

Our outage information service

Outage information is available 24/7.

Phone: 0800 367 328

Website: www.thelinescompany.co.nz

Facebook: The Lines Company Ltd

The Utilities Disputes Office

The Office can help with any unresolved complaints.

Website: www.utilitiesdisputes.co.nz

Email: info@utilitiesdisputes.co.nz

Phone: 0800 22 33 40

Fax: 0800 22 33 47

Post: Utilities Disputes
PO Box 5875
Lambton Quay
Wellington 6145
Freepost 192682