



STANDARD CONNECTION AGREEMENT

EFFECTIVE 1 MARCH 2024

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MainPower New Zealand Limited
(‘MainPower’)

Connection Agreement
(‘Agreement’)

(for the Provision of Line Function Services)

Effective from 1 March 2024.

1. Definitions

1.1 In this Agreement:

| | |
|-------------------------------------|--|
| You or Your | means the customer. |
| Network | means the provision and operation of the Network. |
| Line Function Services | means the provision and operation of the Network. |
| Electricity Retailer | means the retailer that has agreed to sell electricity to You or purchase electricity from You in accordance with the retailer’s terms and conditions for the supply of electricity, and to invoice You for the provision of Line Function Services as our agent except where we agree to invoice You direct. |
| Line Charges | means the customer charges relating to the provision of Line Function Services by MainPower. |
| Medically Dependent Consumer | means a domestic consumer who is dependent on mains electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. For the avoidance of doubt, medical dependence on electricity could be for the use of medical or other electrical equipment needed to support the treatment regime (eg a microwave to heat fluids for renal dialysis or other equipment such as a ventilator). |

1.2 The following rules of interpretation apply in this Agreement:

- a) References to parties include their respective executors, administrators, successors and permitted assigns.
- b) References to persons includes natural persons, companies, and any other body corporates and unincorporated bodies.
- c) References to the words “including”, “include” or similar words do not imply any limitation and are deemed to have the words “without limitation” following them.
- d) References to a statute or a statutory provision means a New Zealand statute or statutory provision as amended, consolidated and/or replaced from time to time.
- e) Headings are for convenience only and do not affect the interpretation of this Agreement.
- f) Any clause of this Agreement to be performed by two or more persons shall bind those persons jointly and severally.

2. Contract Establishment

2.1 This Agreement outlines the contractual relationship between MainPower and You for the provision Line Function Services.

2.2 Legislation prohibits MainPower from being involved in both the provision of Line Function Services and the supply of electricity. MainPower will make its Network available to electricity retailers trading on the Network for the

conveyance of electricity to You and You must have an agreement with an Electricity Retailer for the supply of electricity.

- 2.3 A copy of this Agreement will be provided to all new customers connecting to the Network for the first time, and to new customers at existing points of connection to the Network after the Electricity Retailer commences invoicing You for Line Charges as our agent and provides MainPower with information identifying You as a new customer. A copy is also available on the MainPower website and at MainPower's office.
- 2.4 This Agreement will come into force between You and MainPower when You:
- a) apply for connection to the Network; or
 - b) receive Line Function Services and are invoiced for the provision of Line Function Services by the Electricity Retailer acting as our agent.
- 2.5 We will supply You with information, on request, about Your electricity supply that explains where MainPower's ownership and responsibilities end in relation to the Network.

3. Services Provided

- 3.1 MainPower will provide Line Function Services in accordance with the provisions of the Electricity Act 1992, the Electricity Industry Act 2010, the Electricity Regulations and other applicable technical regulations and technical electrical codes of practice, and at least to the quality standard expected of a skilled and experienced lines company currently performing similar services in New Zealand.
- 3.2 All equipment used by MainPower in the provision of Line Function Services will be monitored and maintained in accordance with good electricity industry practice prevailing in New Zealand.
- 3.3 For customers who are 'consumers' under the Consumer Guarantees Act 1993 (the 'Act') MainPower aims to meet the guarantee of acceptable quality set out in section 7A of the Act:
- a) The supply of electricity is as safe as a reasonable consumer would expect it to be.
 - b) The supply of electricity to a place is as reliable as a reasonable consumer would expect the supply to that place to be.
 - c) The quality of the electricity supplied is such that it can be consistently used for the things that a reasonable consumer would expect to use the electricity for.
- 3.4 If You, or the Electricity Retailer on Your behalf, raises a concern with MainPower regarding the power quality (meaning the frequency or voltage), reliability, or safety of the Your supply, MainPower will investigate the concern and advise You or the Electricity Retailer on Your behalf (as applicable) of the results of the investigation.
- 3.5 MainPower may, in relation to the provision of Line Function Services, set service standards which will be published on MainPower's website. MainPower may amend, vary, replace, or revoke the service standards from time to time at its discretion.
- 3.6 If You advise MainPower of a breach or suspected breach of a service standard MainPower will investigate and advise You of the results of the investigation including confirming whether a service guarantee payment is to be made in respect of any breach. If a service guarantee payment is to be made, MainPower may pay the relevant amount directly to You or arrange with the Electricity Retailer to credit Your account with the relevant amount less an amount that reflects its reasonable cost of administering the payment. For the avoidance of doubt, service guarantee payments (if any) are set at a level to provide reasonable compensation to affected consumers in respect of MainPower's failure to meet the relevant service level and are not a penalty. A failure to meet any service standard or service level (or any associated procedural requirements) will not constitute a breach of this Agreement and You will have no remedy for such failure except to the extent You are expressly entitled to claim a service guarantee payment for the failure in accordance with the relevant service standard.

4. Electricity Retailer billing Line Charges as Agent

Except where MainPower agrees to invoice Line Charges direct to You, the Electricity Retailer has agreed to invoice You for Line Charges as our agent. In such circumstances, MainPower has authorised the Electricity Retailer to act on our behalf to create and effect the contractual relationship for the provision of Line Function Services between MainPower and You.

5. Prices and Charges for Line Function Services

- 5.1 You are liable for the charges for Line Function Services invoiced to You by the Electricity Retailer as our agent in accordance with this Agreement and must pay the charges for Line Function Services included on the Electricity Retailer's invoice by the due date set out on their invoice.
- 5.2 The prices and charges for the provision of Line Function Services, and the monthly MainPower rebate or Kaiapoi discount ("MainPower Rebate"), may be shown separately on the Electricity Retailer's invoice or bundled with the retail charges.
- 5.3 You will only be liable for Line Charges from the date on which Your premises are connected to the Network and electricity can flow through Your point of connection, or the date on which You become responsible for an existing point of connection, unless another date has been agreed between You and MainPower. Your liability for Line Charges will cease immediately on the date another customer has established an agreement with an electricity retailer for the supply of electricity to the premises, or the date Your premises are disconnected from the Network (unless MainPower has received notice to disconnect Your premises and has not done so, in which case Your liability for Line Charges will cease on the date that is 2 Working Days after the date Mainpower received the notice to disconnect Your premises).
- 5.4 MainPower's prices for the provision of Line Function Services and the monthly MainPower Rebate can be found on our website. Following consultation with electricity retailers trading on the Network, any variations to the prices for the provision of Line Function Services or monthly MainPower Rebate will be subject to a minimum of twenty (20) working days' notice in a recognised newspaper circulating in the Network area. Changes to our prices including the monthly MainPower Rebate may also be notified to You directly by MainPower. The Electricity Retailer will notify You in accordance with the Electricity Retailer's contract with You if variations to MainPower's prices for the provision of Line Function Services or to the monthly MainPower Rebate will change what You pay to the Electricity Retailer for the supply of electricity on our Network.

6. Interruption to the Conveyance of Electricity

- 6.1 It will be necessary from time to time for MainPower to interrupt or reduce the conveyance of electricity to Your premises. MainPower will as far as reasonably practicable, schedule planned service interruptions to minimize disruption to the conveyance of electricity to points of connection and will, where such interruption is planned at least 10 working days in advance, notify the Retailer who will give You at least four (4) working days' notice of any planned service interruption that will affect You. In the case of a service interruption, MainPower will endeavour in accordance with good electricity industry practice to restore Line Function Services as soon as reasonably practicable and for planned service interruptions within the timeframe set out in the notice sent to You by the Electricity Retailer.
- 6.2 Notwithstanding clause 6.1, MainPower may elect to notify You directly of a planned service interruption in which case MainPower will provide You with at least four (4) working days' notice if You will be affected by the planned service interruption. In such circumstances, MainPower will endeavour in accordance with good electricity industry practice to restore Line Function Services as soon as reasonably practicable and within the timeframe set out in the notice sent to You by the Electricity Retailer

- 6.3 The invoice You receive from the Electricity Retailer will contain contact details in relation to service interruptions. This will either specify MainPower's website which will be updated with relevant service interruption information, or the specify the 24-hour telephone number to call in the event of any fault with the conveyance of electricity to Your premises.
- 6.4 You must tell the Electricity Retailer if You or someone else permanently or temporarily using Your electrical installation uses medical equipment that needs a constant supply of electricity for critical medical support (which means the loss of electricity may result in loss of life or serious harm). The Electricity Retailer must record information about Medically Dependent Consumers and pass this information onto MainPower. While MainPower may be able to discuss possible alternative arrangements with You (either directly or through the Electricity Retailer), MainPower cannot guarantee a continuous supply of electricity and therefore recommends You have an emergency response plan to suit Your circumstances.

7. Connection and Disconnection

- 7.1 All existing and new connections to the Network must comply with MainPower's Network Connection Standards ('Standards'). We will provide You with a copy of the Standards on request or You can find a copy on MainPower's website at www.mainpower.co.nz.
- 7.2 If Your electrical installation has been disconnected from the Network for a period of more than six (6) months, Your installation shall only be reconnected in accordance with the Standards and the requirements of the Electricity Regulations.
- 7.3 You should advise the Electricity Retailer of Your requirement for connection to the Network.
- 7.4 MainPower may disconnect Your premises from the Network if:
- a) a request for a disconnection has been received from the Electricity Retailer; or
 - b) You have an electrical installation that does not comply with the Standards; or
 - c) it has come to MainPower's attention that You have tampered with the Network, including if You have injected or attempted to inject energy into the Network without our consent, or You have conveyed or attempted to convey or receive any signal or other form of communication (other than load control signals transmitted with Mainpower's written permission) over the Network or have caused or permitted any other person to do so; or
 - d) reasonable access to Your premises, as outlined in clause 8 of this Agreement, for the purpose of carrying out the functions under this Agreement is not available; or
 - e) continued connection threatens the safety of any person or property; or
 - f) there has been an occurrence, or there are circumstances, that may adversely affect the proper working of the Network or transmission system, or damage MainPower's equipment connected to the Network; or
 - g) You have otherwise breached this Agreement; or
 - h) there is another reason which justifies disconnection such as an event outside MainPower's control, or if it is in line with good electricity industry practice prevailing in New Zealand.
- 7.5 Your premises will only be disconnected by MainPower for non-payment of an invoiced amount (or a bond if applicable) where MainPower is billing You direct for the provision of Line Function Services. In such circumstances MainPower will provide You with a notice of disconnection (including the steps You need to take if You wish to prevent disconnection) at least seven (7) working days prior to the disconnection, and a further notice at least twenty-four (24) hours before the disconnection.
- 7.6 Except in the case of agreed or emergency disconnection or disconnection for non-payment in accordance with clause 7.5, MainPower will provide You with reasonable notice to enable You to remedy the breach to avoid disconnection.

- 7.7 The charges for any temporary disconnection from, or reconnection to, the Network by MainPower and the circumstances in which they apply are set out in the price list published by MainPower from time to time.
- 7.8 Any disconnection or reconnection carried out by the Electricity Retailer will be in accordance with the Electricity Retailer's terms and conditions.

8. Access

- 8.1 You will ensure that MainPower personnel or MainPower's agent have safe, unobstructed and slip free access to Your premises at reasonable times to carry out MainPower's functions under this Agreement. Access will be subject to appropriate authorisation and identification.
- 8.2 MainPower will, unless an emergency requires MainPower to act immediately or where MainPower has reasonable cause to suspect that fraud, theft, or meter tampering has taken place, make all reasonable efforts to give You prior notice before entering Your premises and inform You of any extra charge You may incur as a result of MainPower personnel or MainPower's agent accessing Your premises, or testing your meter.
- 8.3 You acknowledge and agree that MainPower personnel or MainPower's agent may use drones on and above Your premises to carry out inspections of Network assets and expedite the detection and diagnosis of faults during power outages. MainPower will use reasonable endeavours to provide You with prior notice before conducting such inspections in accordance with Civil Aviation Authority of New Zealand rules and regulations, however where a transmission or Network fault or emergency event requires MainPower to act immediately, or where MainPower has reasonable cause to suspect that fraud, theft, or meter tampering has taken place, it may not be practicable to provide such prior notice.

9. Equipment and Interference

- 9.1 You must not connect any equipment that reduces the quality of supply to other customers connected to MainPower's Network. Appliances, apparatus, or systems that could affect the operation of MainPower's load management system must not be used. Refer to the Standards for further information.
- 9.2 Surges and spikes are momentary fluctuations in voltage or frequency that can occur at any time and may cause damage to Your sensitive equipment. They are not treated as interruptions. Devices are available to protect sensitive electronic equipment from such fluctuations. It is Your responsibility to ensure that this type of equipment is protected.
- 9.3 You will, in accordance with the Standards, take all reasonable steps to ensure that MainPower's Network situated on Your property is not interfered with or damaged. Under most circumstances MainPower's Network on Your property consists of high voltage lines and cables, a transformer and certain equipment such as the relay in the meter box. Meters, in most circumstances, are the responsibility of the Electricity Retailer and owned by a third party. If there is any doubt You should contact MainPower or the Electricity Retailer.
- 9.4 You will ensure that all trees, shrubs, equipment, and structures are kept well clear of both the Network and any other lines, cables or equipment situated on or over Your property that is used for the provision of Line Function Services to Your own premises or to neighbouring premises. For management of trees and vegetation near lines, refer to www.mainpower.co.nz for further information.
- 9.5 You must have MainPower's and the Electricity Retailer's written consent before connecting any equipment to Your installation that is capable of injecting electricity into the Network, whether inadvertently or when operating normally. You should refer to the process and connection requirements set out in the Standards and distributed generation section on MainPower's website, and on the Electricity Retailer's website.

10. Liability

Domestic customers

- 10.1 You may have rights under the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and/or other laws (the 'Acts') in respect to MainPower's supply of Line Function Services.
- 10.2 For the avoidance of doubt, no attempt is made in this Agreement to exclude or limit any rights or remedies which You may have under the Acts, except to the extent permitted by the Acts, and all provisions of this Agreement are to be read as modified to the extent necessary to give effect to that intention.

Non-Domestic customers

- 10.3 Except as expressly set out in this clause 10, all warranties, descriptions, representations, and conditions whether implied by law, trade customs or otherwise, and all other liability of MainPower whether in tort (including negligence) contract or otherwise, are expressly excluded to the extent permitted by law. MainPower will not be liable for any loss of profits or any consequential, indirect, or special loss, damage, or injury of any kind.
- 10.4 Neither MainPower nor You will be liable to the other for any other failure to comply with the terms of this Agreement (other than to pay for any services already provided), that is caused by an event or circumstances beyond its control. These events and circumstances include acts of God, strikes, lockouts, earthquakes, fires, storms, lack of generation, transmission faults and other similar events, but do not include a lack of financial means, whatever the reason for it. The party wishing to invoke the benefit of this clause must notify the other as soon as reasonably practicable and make reasonable efforts to mitigate the effects of the event or circumstance beyond the parties' control.
- 10.5 The guarantees implied by the Act are expressly excluded where You are acquiring or have held yourself out as acquiring, Line Function Services for the purposes of a business.
- 10.6 Subject to clause 10.7, MainPower will compensate You for direct loss or damage to Your physical property or goods arising from supply of Line Function Services if the amount and nature of the direct loss or damage to Your physical property or goods was reasonably foreseeable and:
- was caused by a breach of the terms of this Agreement; or
 - was directly caused by a negligent act or omission on the part of MainPower; and
 - did not arise from a cause beyond MainPower's control.
- 10.7 To the maximum extent permitted by law, MainPower's liability under this Agreement is subject to a maximum limit of:
- \$10,000 for any single event or series of closely related events if You are the only customer on the Network affected; or
 - \$50,000 in any 12-month period for all events or series of closely related events if more than one customer on the Network is affected, which will be divided across all those customers affected in accordance with the proportion that their amount of loss bears to the total amount of loss incurred by all those customers.
- 10.8 If MainPower has to take action to recover an amount You owe MainPower or to enforce any provision of this Agreement, You are liable for all associated costs MainPower incurs (including legal costs on a solicitor/own client basis).

11. Assignment

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

12. Privacy

- 12.1 Your personal information will be collected, held and used by MainPower in accordance with clause 12 of this Agreement, the Privacy Act 2020 and the Privacy Statement on MainPower's website at www.mainpower.co.nz/privacy ('Privacy Statement').
- 12.2 MainPower will not disclose Your personal information to any person other than the Electricity Retailer for the purposes of this Agreement or the agreement between You and the Electricity Retailer relating to the use of the Network unless this Agreement expressly permits it, MainPower is required to disclose such information by law, or You have agreed to the disclosure. At any time, You can request a copy of any of Your personal information held by MainPower or request that MainPower correct any such information that is incorrect.
- 12.3 MainPower may collect and use Your personal information for the following purposes:
- planning and management of the Network including land access, tree trimming and safety concerns;
 - communicating with You in relation to service interruptions;
 - communicating with You in relation to complaints about power quality, supply reliability or safety, and meeting the requirements of the Energy Complaints Scheme managed by Utilities Disputes;
 - meeting the requirements of the MainPower Trust, including for distributions and elections;
 - research on the quality and level of Line Function Services, including consulting with You about MainPower's services and pricing;
 - to meet any other purpose set out in MainPower's Privacy Statement; and
 - any other reason agreed between MainPower and You or the Electricity Retailer.
- 12.4 If You have identified yourself or someone living at Your premises as a Medically Dependent Consumer, either to MainPower or to the Electricity Retailer, MainPower may, in the event of an outage, pass personal information about Medically Dependent Consumers living at Your premises and provided to MainPower onto a third party (for example NZ Police or civil defence in the event of an emergency) if, in MainPower's reasonable opinion, this disclosure is necessary to ensure the Medically Dependent Consumer's welfare.
- 12.5 MainPower may use Your personal information for the purpose of distributing energy efficiency information to You. Should You not wish to receive such energy efficiency information You may request that MainPower remove You from the mailing list for this material.

13. Resolving Disputes

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

14. Notices

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

- 14.2 Any notices from MainPower to You will be in writing, digital or SMS, and may be forwarded directly to You or by the Electricity Retailer.

15. Variations

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

16. Termination

- 16.1 This Agreement will terminate (and Your liability for Line Charges cease) immediately on the date another customer has established an agreement with an electricity retailer for the supply of electricity to the premises, or the date Your premises are disconnected from the Network (unless MainPower has received notice to disconnect Your premises and has not done so, in which case this Agreement will terminate (and Your liability for Line Charges cease) on the date that is 2 Working Days after the date MainPower received the notice to disconnect Your premises). However, termination will not occur where temporary disconnection has been undertaken for reasons of safety or for any other reason approved in writing by MainPower.

17. General

- 17.1 This Agreement is the entire agreement between the parties relating to the provision of Line Function Services and replaces any previous written or verbal agreements between the parties relating to the provision of Line Function Services.
- 17.2 Any unlawful provision in this Agreement will be severed, and the remaining provisions enforceable, but only if the severance does not materially affect the purpose of, or frustrate, this Agreement.

CONTACT US

To report a fault

0800 30 90 80

To check planned and current power outages, visit

mainpower.co.nz/outages

For general enquiries

mainpower.co.nz

info@mainpower.co.nz

0800 30 90 80 (8am to 5pm, Monday to Friday)

If you have any concerns about MainPower's services, please call our MainPower team on 0800 30 90 80 to access our free Complaint Resolution Service.

If we are unable to resolve your concern you can contact the free independent Utilities Disputes on 0800 22 33 40 or visit udl.co.nz.