

# Disclosure of prescribed terms and conditions of contracts

This disclosure of the main terms and conditions of Electricity Invercargill Limited's (Electricity Invercargill) contracts for the provision of delivery services is published pursuant to clauses 2.4.9 through 2.4.17 of the Commerce Commission's Electricity Distribution Information Disclosure Determination 2012.

### 1. Contracts with Electricity Retailers

Electricity Invercargill's contractual arrangement for the provision of lines Services to end-use consumers connected to the network is on an Interposed basis. "Interposed" means that Electricity Invercargill has contracts with the Electricity retailers and the Electricity retailers have individual contracts with the end-use customer, therefore the Electricity Retailers are "interposed" between Electricity Invercargill and the customer.

Electricity Invercargill initially entered into a Use of System Agreement (UoSA) with the current incumbent retailer at the time in 1995. This version of the UoSA was then used as a template for other retailers who started trading on the network over subsequent years.

The Electricity Commission, now the Electricity Authority, commenced work on developing an industry model UoSA, in 2005 the first version was published. Further consultation and development of the model continued until September 2012 when the final version was published by the Electricity Authority.

Electricity Invercargill Limited has now commenced negotiating a new version of the UoSA with retailers based on the industry model. Retailers have responded positively to this initiative.

#### 2. Current UoSA's Status

This table records the status of each UoSA with electricity retailers supplying consumers on Electricity Invercargill network.

#### **Contract one**

| Name of electricity retailer                   | Contact Energy Limited   |
|--|--|
| Type of contract (standard or non-standard)    | Standard (Interposed UoSA)   |
| Date of contract                               | October 1995, February 2014  |
| Date and description of contract modifications | February 2014 signed to version 1.0 of the new UoSA based on industry model. |

| extricity delivery services to all connections for which the retailer esponsible on the network, plus associated services requested by retailer.  quantity of delivery service provision is determined by   |
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| nection metering, connection supply fuse, and reconciled grid energy volumes.   |
| ndard published prices for delivery services see<br>b://www.powernet.co.nz/index.php?pageLoad=39  |
| nthly payments for the delivery service are due 20 <sup>th</sup> of the month the next business day, if this is not a business day for either or a parties) following the end of each month in which service is wided.  urity for payments met via credit rating. |
|   |
| ndard levels of security are provided and restoration is outlined in published Asset Management Plan see o://www.powernet.co.nz/index.php?pageLoad=35 er section 3, Proposed Service Levels.  |
|   |

### **Contract two**

| Name of electricity retailer   | TrustPower Limited  |
|--|---|
| Type of contract (standard or non-standard)  | Standard (Interposed UoSA)  |
| Date of contract   | October 1998  |
| Date and description of contract modifications   |   |
| Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts | Electricity delivery services to all connections for which the retailer is responsible on the network, plus associated services requested by the retailer.  The quantity of delivery service provision is determined by connection metering, connection supply fuse, and reconciled grid exit energy volumes. |
| Price (for standard contracts)   | Standard published prices for delivery services see <a href="http://www.powernet.co.nz/index.php?pageLoad=39">http://www.powernet.co.nz/index.php?pageLoad=39</a>   |
| Timing of payment and security for payment   | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month (or the next business day, if this is not a business day for either or both parties) following the end of each month in which service is provided.  |



| Security of supply obligation | Standard levels of security are provided and restoration is outlined in |
|-------------------------------|---|
| Summary                       | our published Asset Management Plan see                                 |
|                               | http://www.powernet.co.nz/index.php?pageLoad=35                         |
|                               | under section 3Proposed Service Levels.                                 |
|                               |   |

#### **Contract three**

| Name of electricity retailer   | Meridian Energy Limited   |
|--|---|
| Type of contract (standard or non-standard)  | Standard (Interposed UoSA)  |
| Date of contract   | April 1999, March 2014  |
| Date and description of contract modifications   | March 2014 signed to version 1.1 of the new UoSA based on industry model.  May 2012 amended to meet the Electricity Industry Participation Code 2010 mandated prudential requirements.  |
| Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts | Electricity delivery services to all connections for which the retailer is responsible on the network, plus associated services requested by the retailer.  The quantity of delivery service provision is determined by connection metering, connection supply fuse, and reconciled grid exit energy volumes. |
| Price (for standard contracts)   | Standard published prices for delivery services see <a href="http://www.powernet.co.nz/index.php?pageLoad=39">http://www.powernet.co.nz/index.php?pageLoad=39</a>   |
| Timing of payment and security for payment   | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month (or the next business day, if this is not a business day for either or both parties) following the end of each month in which service is provided.  Security for payments met via credit rating.                              |
| Security of supply obligation<br>Summary   | Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see <a href="http://www.powernet.co.nz/index.php?pageLoad=35">http://www.powernet.co.nz/index.php?pageLoad=35</a> under section 3, Proposed Service Levels.                                       |

#### **Contract four**

| Name of electricity retailer   | Mighty River Power  |
|--|---|
| Type of contract (standard or non-standard)  | Standard (Interposed UoSA)  |
| Date of contract   | April 2000, August 2014   |
| Date and description of contract modifications   | August 2014 signed to version 1.2 of the new UoSA based on the industry model.  |
| Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts | Electricity delivery services to all connections for which the retailer is responsible on the network, plus associated services requested by the retailer.  The quantity of delivery service provision is determined by connection metering, connection supply fuse, and reconciled grid exit energy volumes. |
| Price (for standard contracts)   | Standard published prices for delivery services see <a href="http://www.powernet.co.nz/index.php?pageLoad=39">http://www.powernet.co.nz/index.php?pageLoad=39</a>   |
| Timing of payment and security for payment   | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month (or the next business day, if this is not a business day for either or both parties) following the end of each month in which service is provided.  Security for payments met via credit rating.                              |
| Security of supply obligation<br>Summary   | Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see <a href="http://www.powernet.co.nz/index.php?pageLoad=35">http://www.powernet.co.nz/index.php?pageLoad=35</a> under section 3, Proposed Service Levels.                                       |

#### **Contract five**

| Name of electricity retailer  | Genesis Energy   |
|---|--|
| Type of contract (standard or non-standard)   | Standard (Interposed UoSA)   |
| Date of contract  | April 1999   |
| Date and description of contract modifications  |  |
| Description and quantity of goods or services (including kVA capacity and voltage for | Electricity delivery services to all connections for which the retailer is responsible on the network, plus associated services requested by the retailer. |



| non-standard contracts                     | The quantity of delivery service provision is determined by connection metering, connection supply fuse, and reconciled grid exit energy volumes.  |
|--|--|
| Price (for standard contracts)             | Standard published prices for delivery services see <a href="http://www.powernet.co.nz/index.php?pageLoad=39">http://www.powernet.co.nz/index.php?pageLoad=39</a>  |
| Timing of payment and security for payment | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month (or the next business day, if this is not a business day for either or both parties) following the end of each month in which service is provided.  Security for payments met via credit rating. |
| Security of supply obligation<br>Summary   | Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see <a href="http://www.powernet.co.nz/index.php?pageLoad=35">http://www.powernet.co.nz/index.php?pageLoad=35</a> under section 3, Proposed Service Levels.          |

#### **Contract six**

| Name of electricity retailer   | Pulse Utilities Limited   |
|--|---|
| Type of contract (standard or non-standard)  | Standard (Interposed UoSA), 2005 industry Model updated to meet the Electricity Industry Participation Code 2010 mandated consumer guarantees act indemnity and prudential requirements.  |
| Date of contract   | July 2012   |
| Date and description of contract modifications   |   |
| Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts | Electricity delivery services to all connections for which the retailer is responsible on the network, plus associated services requested by the retailer.  The quantity of delivery service provision is determined by connection metering, connection supply fuse, and reconciled grid exit energy volumes. |
| Price (for standard contracts)   | Standard published prices for delivery services see <a href="http://www.powernet.co.nz/index.php?pageLoad=39">http://www.powernet.co.nz/index.php?pageLoad=39</a>   |
| Timing of payment and security for payment   | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month (or the next business day, if this is not a business day for either or both parties) following the end of each month in which service is provided.  |

|  | Security for payments met via letter of credit.   |
|--|---|
| Security of supply obligation<br>Summary | Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see <a href="http://www.powernet.co.nz/index.php?pageLoad=35">http://www.powernet.co.nz/index.php?pageLoad=35</a> |
|  | under section 3, Proposed Service Levels.   |

#### **Contract seven**

| Name of electricity retailer   | Powershop Limited   |
|--|---|
| Type of contract (standard or non-standard)  | Standard (Interposed UoSA), 2005 industry Model updated to meet the Electricity Industry Participation Code 2010 mandated consumer guarantees act indemnity and prudential requirements.  |
| Date of contract   | August 2012   |
| Date and description of contract modifications   |   |
| Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts | Electricity delivery services to all connections for which the retailer is responsible on the network, plus associated services requested by the retailer.  The quantity of delivery service provision is determined by connection metering, connection supply fuse, and reconciled grid exit energy volumes. |
| Price (for standard contracts)   | Standard published prices for delivery services see <a href="http://www.powernet.co.nz/index.php?pageLoad=39">http://www.powernet.co.nz/index.php?pageLoad=39</a>   |
| Timing of payment and security for payment   | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month (or the next business day, if this is not a business day for either or both parties) following the end of each month in which service is provided.  Security for payments met via cash bond.                                  |
| Security of supply obligation<br>Summary   | Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see <a href="http://www.powernet.co.nz/index.php?pageLoad=35">http://www.powernet.co.nz/index.php?pageLoad=35</a> under section 3, Proposed Service Levels.                                       |

# **Contract eight**



| Name of electricity retailer                              | Simply Energy Limited  |
|---|--|
| Type of contract  | Memorandum of Understanding signed agreeing to be bound by the                     |
| (standard or non-standard)                                | current terms and conditions of the model UoSA until a new version                 |
| Í   | based on the industry model is executed.   |
| Date of contract  | May 2013   |
| Date and description of                                   |  |
| contract modifications                                    |  |
| Description and quantity of                               | Electricity delivery services to all connections for which the retailer            |
| goods or services (including kVA capacity and voltage for | is responsible on the network, plus associated services requested by the retailer. |
| non-standard contracts                                    | The quantity of delivery service provision is determined by                        |
|   | connection metering, connection supply fuse, and reconciled grid                   |
|   | exit energy volumes.   |
|   |  |
| Price (for standard contracts)                            | Standard published prices for delivery services see                                |
| ,   | http://www.powernet.co.nz/index.php?pageLoad=39                                    |
|   |  |
| Timing of payment and                                     | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month    |
| security for payment                                      | (or the next business day, if this is not a business day for either or             |
| payment   | both parties) following the end of each month in which service is                  |
|   | provided.  |
|   | p. 5 . 1 . 2 . 2 . 2 . 2 . 2 . 2 . 2 . 2 . 2                                       |
|   |  |
|   | Security for payments met via cash bond.   |
|   | 222227 201 pagamento met via easii oona.   |
| Security of supply obligation                             | Standard levels of security are provided and restoration is outlined in            |
| Summary   | our published Asset Management Plan see  |
|   | http://www.powernet.co.nz/index.php?pageLoad=35                                    |
|   |  |
|   | under section 3, Proposed Service Levels.  |
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### **Contract nine**

| ndard, Memorandum of Understanding signed agreeing to be by the current terms and conditions of the model UoSA until  |
|---|
| ersion based on the industry model is executed.   |
| 13, August 2014   |
| 2014 signed to version 1.0 of the new UoSA based on the model.  |
| ity delivery services to all connections for which the retailer nsible on the network, plus associated services requested by eler.  Intity of delivery service provision is determined by |
|   |

|  | connection metering, connection supply fuse, and reconciled grid exit energy volumes.   |
|--|---|
| Price (for standard contracts)             | Standard published prices for delivery services see <a href="http://www.powernet.co.nz/index.php?pageLoad=39">http://www.powernet.co.nz/index.php?pageLoad=39</a>   |
| Timing of payment and security for payment | Monthly payments for the delivery service are due 20 <sup>th</sup> of the month (or the next business day, if this is not a business day for either or both parties) following the end of each month in which service is provided.                                      |
|  | Security for payments met via a letter of credit.   |
| Security of supply obligation<br>Summary   | Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see <a href="http://www.powernet.co.nz/index.php?pageLoad=35">http://www.powernet.co.nz/index.php?pageLoad=35</a> under section 3, Proposed Service Levels. |

# 3. Direct contracts with end-use customers

Electricity Invercargill currently has no contracts directly with the end-use customer for the supply of Lines Services.