

Disclosure of prescribed terms and conditions of contracts

This disclosure of the main terms and conditions of The Power Company Limited's (The Power Company) 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

The Power Company's contractual arrangement for the provision of lines Services to most end-use consumers connected to the network is on an Interposed basis. "Interposed" means that The Power Company 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 The Power Company and the customer.

The Power Company 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.

The Power Company 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 The Power Company network.

Contract one

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 http://www.powernet.co.nz/index.php?pageLoad=66)
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3 Proposed Service Levels.

Contract two

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 http://www.powernet.co.nz/index.php?pageLoad=66)
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

Contract three

Name of electricity retailer	Mighty River Power
Type of contract (standard or non-standard)	Standard (Interposed UoSA)
Date of contract	April 2000
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 http://www.powernet.co.nz/index.php?pageLoad=66
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

Contract four

Name of electricity retailer	Genesis Energy
Type of contract (standard or non-standard)	Standard (Interposed UoSA)
Date of contract	April 1999, 1 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 http://www.powernet.co.nz/index.php?pageLoad=66)
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

Contract five

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	March 2014 signed to version 1.0 of UoSA based on the new 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 http://www.powernet.co.nz/index.php?pageLoad=66
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 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 http://www.powernet.co.nz/index.php?pageLoad=66
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 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	December 2011
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 http://www.powernet.co.nz/index.php?pageLoad=66
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

Contract eight

Name of electricity retailer	Simply Energy Limited
Type of contract (standard or non-standard)	Standard (Interposed UoSA)
Date of contract	December 2006
Date and description of contract modifications	May 2013, Memorandum of Understanding signed agreeing to be bound by the current terms and conditions of the UoSA until a new version based on the industry model is executed.
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 http://www.powernet.co.nz/index.php?pageLoad=66
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

Contract nine

Name of electricity retailer	Nova Energy Limited
Type of contract (standard or non-standard)	Non-standard, Memorandum of Understanding signed agreeing to be bound by the current terms and conditions of the model UoSA until a new version based on the industry model is executed.
Date of contract	July 2013
Date and description of contract modifications	August 2014 signed to version 1.0 of the new UoSA based on 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 http://www.powernet.co.nz/index.php?pageLoad=66)
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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 Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

3. Direct contracts with end-use customers

In four specific cases, The Power Company contracts directly with the end-use customer for the supply of Lines Services, details of the “Prescribed Terms & Conditions” are outlined in the following tables:

Name of electricity retailer or number of other parties contracted	1 directly connected embedded network connection
Type of contract (standard or non-standard)	Standard embedded networks connection agreement
Date of contract	March 2005
Date and description of contract modifications	
Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts)	Electricity delivery line services supplied at 11,000 volts with an initial capacity of 50kVA up to a maximum of 750kVA.
Price (for standard contracts)	N/A
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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. Security for payments initially waived.
Security of supply obligation Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

Name of electricity retailer or number of other parties contracted	1 customer
Type of contract (standard or non-standard)	Non-standard Delivery Services Agreement
Date of contract	June 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 line services supplied at 33,000 volts with a capacity of 22,000kVA.
Price (for standard contracts)	N/A
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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. Security for payments met via credit rating.
Security of supply obligation Summary	N-1 security. Priority load behind community and emergency services requirements.

Name of electricity retailer or number of other parties contracted	1 customer
Type of contract (standard or non-standard)	Non-standard delivery services agreement
Date of contract	April 2005
Date and description of contract modifications	
Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts)	Electricity delivery line services supplied at 11,000 volts with a capacity of 2,500kVA.
Price (for standard contracts)	N/A
Timing of payment and	Monthly payments for the delivery service are due 20 th of the month

security for payment	(or the next business day, if this is not a business day for either or both parties) following the end of each month. Security for payments met via retailer interposed agreement.
Security of supply obligation Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.

Name of electricity retailer or number of other parties contracted	1 customer
Type of contract (standard or non-standard)	Non-standard delivery service agreement
Date of contract	June 2008, November 2013
Date and description of contract modifications	November 2013 new contract to increase capacity of the site to 6 MVA.
Description and quantity of goods or services (including kVA capacity and voltage for non-standard contracts)	Electricity delivery line services supplied at 11,000 volts with a capacity of 6,000kVA. Electricity delivery line services supplied at 11,000 volts with a capacity of 3,000kVA.
Price (for standard contracts)	N/A
Timing of payment and security for payment	Monthly payments for the delivery service are due 20 th 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. Security for payments is via a letter of credit.
Security of supply obligation Summary	Standard levels of security are provided and restoration is outlined in our published Asset Management Plan see http://www.powernet.co.nz/index.php?pageLoad=58 under section 3, Proposed Service Levels.