

Final Principles and Minimum Terms and Conditions for Domestic Contracts for Delivered Electricity (Interposed)

Glossary

Company means a Retailer

Consumer means a person who is supplied, or who applies to be supplied, with:

- (a) electricity by a Retailer in accordance with a Consumer Contract; or
- (b) Line Function Services in accordance with a Consumer Contract, and who also consumes electricity

Consumer Contract means an agreement with a Consumer providing for the supply of electricity and Line Function Services to the Consumer

Emergency Situation means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply or distribution of electricity

Industry Standards means any accepted industry arrangements, guidelines, protocols or other voluntary standards

Line Function Services has the meaning set out in section 2 of the Electricity Act 1992 and as further provided for in a Consumer Contract

Lines Company means a Company that operates a local network for conveying electricity and provides Line Function Services to Retailers or directly to Consumers

RCE means a reasonable consumer expectation as identified by the Electricity Commission

Regulations means any regulations, rules, codes of practice, or other requirements established in law

Retailer means a supplier of electricity to Consumers

Note: The purpose of this glossary is to set out the meaning of words and phrases that are used in this document. Readers should be aware that different terms may be used in Consumer Contracts.

A. MEANINGFUL CHOICE

- RCE 1. There is a range of pricing plans, products and services available for consumers to consider and make informed decisions**
- RCE 2. There is ready access to good quality, comprehensive and easy to understand information on electricity options, electricity suppliers and alternatives to electricity**
- RCE 3. From the options available in the market, consumers are readily able to choose between electricity suppliers, products and services, and pricing plans, and to change their choice**
- RCE 4. Consumers can be assured of finding an electricity supplier to provide them with service**

PRE-CONTRACTUAL PERIOD

Principles

- 1.1 A Company should make information readily available to Consumers and potential Consumers to help them make an informed choice about their supplier, products and services, and pricing plan. That information could include:
- (a) information about the energy choices offered by the Company (eg electricity, gas);
 - (b) information about the specific products, services, and pricing plans offered by the Company;
 - (c) information about how a Consumer can become a customer of the Company; and
 - (d) information about how Consumers who are customers of the Company can change the products or services they purchase from the Company or the pricing plans they are on.

SWITCHING/TERMINATION BY THE CONSUMER

Principles

- 1.2 A Consumer Contract offered to Consumers should not unreasonably prevent Consumers from switching to another Company.
- 1.3 Any conditions in a Consumer Contract that restrict a Consumer's ability to switch to another Company or terminate their Contract with the Company (such as a minimum term period or a termination fee) should relate to a comparable benefit that is otherwise conferred on the Consumer under the Contract.
- 1.4 A Company should take reasonable steps to ensure that a Consumer understands any restrictions on the Consumer's ability to terminate their Contract with the Company before the Consumer enters into a Consumer Contract.

Minimum terms and conditions

- 1.5 A Consumer Contract should provide that if the Consumer wishes to change their pricing plan, products, or services to another pricing plan, product or service offered to the Consumer by the Company, then:
- (a) the Consumer may ask the Company to make the change; and
 - (b) subject only to any reasonable restrictions applying to the pricing plan, product or service the Company will make the change; and
 - (c) the change will occur within the timeframe specified in the Consumer Contract.
- 1.6 A Consumer Contract should provide the following in respect of switches and terminations:
- (a) that, subject only to any reasonable restrictions on termination set out in the Consumer Contract, if at any time the Consumer wishes to switch to another Company or cease their electricity supply, the Consumer may terminate the Consumer Contract by providing the Company with notice;
 - (b) the timeframe within which the Consumer must give notice of termination, which must be consistent with the timeframes specified in any Regulations or Industry Standards relating to switching; and
 - (c) that if the Consumer is switching to another Company, the termination of the Consumer's Contract will be effected in accordance with any Regulations or Industry Standards relating to switching, and that the Company will facilitate the switch; and
 - (d) that if the Consumer is ceasing electricity supply altogether (ie. a permanent disconnection), the Company will cease supply as soon as reasonably practicable following the Consumer's notice of termination (while always ensuring that disconnection occurs safely).

B. SUPPLY CONNECTIONS AND DISCONNECTIONS, AND CONTRACT TERMINATION

- RCE 5. The connection process is timely and well managed**
- RCE 6. Arrangements for supply disconnections and terminations of the consumer contracts are reasonable, and disconnections are undertaken safely and in a timely and well-managed way**
- RCE 7. Apart from safety, maintenance and similar actions under the Electricity Regulations 1997, the company does not take any action to alter or terminate the supply of electricity without providing reasonable notice to the consumer and an opportunity for the consumer to remedy any failing on their part which may have triggered that action**

CONNECTIONS

Principles

- 2.1 A Company should not treat a Consumer as being bound by the terms and conditions of a Consumer Contract unless the Consumer has, by word or conduct, agreed to the terms and conditions.
- 2.2 However, where a Consumer agrees to the terms and conditions of a Consumer Contract after the Company has begun supplying electricity to the consumer, the Consumer Contract may commence from the date that the Consumer first consumed electricity.
- 2.3 If a Consumer consumes electricity before a Consumer Contract has been agreed:
- (a) the Company should take all reasonable steps necessary to ensure that the Contract is agreed as soon as possible after the Consumer has begun consuming electricity; and
 - (b) if the Consumer decides to enter into a Consumer Contract with another Company, the Company may require the Consumer to pay for the energy consumed by the Consumer and any products or services expressly requested by the Consumer, at a rate that reflects the price that the Company would usually charge a Consumer for the energy or those products or services, before the Consumer switched to the other Company.

Minimum terms and conditions

- 2.4 The Consumer Contract should state from when the Contract commences, either by stating a specific commencement date or the circumstances that will determine the commencement date.
- 2.5 A Consumer Contract should provide that if the Company is not supplying electricity at the commencement of the Contract, the Company will endeavour to commence supply as soon as possible after commencement.

CONNECTIONS FOR NEW PROPERTIES

Principles

- 2.6 Consumer Contracts, and the Company's obligation to connect and supply electricity to the Consumer, may be conditional upon a property meeting all the necessary regulatory requirements for connection and supply to occur and the reasonable technical requirements of the Lines Company.
- 2.7 The Company should make information available to Consumers either setting out the regulatory and technical requirements necessary to enable connection and supply to occur, or referring Consumers to where they can obtain information about those requirements.

SUPPLY DISCONNECTIONS FOR NON-PAYMENT

Principles

- 2.8 When disconnecting or considering the disconnection of a Consumer's supply for non-payment, a Company should comply with any relevant Regulations or Industry Standards.

Minimum terms and conditions

- 2.9 A Consumer Contract should provide that the Company will only disconnect supply for non-payment where non-payment relates to an invoiced amount (including non-payment of a bond that the Consumer is required to pay), and not where:
 - (a) the reason for non-payment is the subject of dispute resolution proceedings; or
 - (b) the disconnection is for non-payment of an estimated amount, unless the Company reasonably believes that it is fair and reasonable in the circumstances to do so.
- 2.10 The Consumer Contract should state whether the Consumer may be charged for disconnections and reconnections, and should set out where the Consumer can access information about those charges, and the circumstances in which the charges apply.
- 2.11 The Consumer Contract should provide that where a Company intends to disconnect a Consumer for non-payment the Company will:
 - (a) ensure that a notice of disconnection is provided to the address (which may be a physical address or an electronic address) provided by the Consumer between 7 and 14 working days prior to disconnection (provided that notice need not be given if the Company and Consumer have entered into a payment arrangement and the Consumer defaults on that arrangement within a short period of time);
 - (b) provide a further notice to the Consumer at least 24 hours before the disconnection; and
 - (c) ensure that each notice of disconnection specifies the timeframe within which disconnection will take place, and includes information that the Consumer needs to prevent disconnection; and

- (d) only disconnect a Consumer on a working day that is not a Friday or the day before a public holiday.
- 2.12 The Consumer Contract should provide that if a Consumer whose supply has been disconnected for non payment satisfies the requirements for reconnection (which should be reasonable), the Company will restore the Consumer's electricity supply as soon as reasonably practicable.

SUPPLY DISCONNECTIONS AND TERMINATION OF CONSUMER CONTRACTS FOR REASONS OTHER THAN NON-PAYMENT

Principles

- 2.13 When disconnecting supply and/or terminating a Consumer Contract for a reason other than non-payment of an invoice or a planned or unplanned supply interruption, a Company should comply with any relevant Regulations or Industry Standards.

Minimum terms and conditions

- 2.14 A Consumer Contract should provide that, except where supply disconnection is due to non-payment of an invoice, or a planned or unplanned supply interruption, the Company will only disconnect supply and/or terminate the Consumer Contract if:
- (a) there has been a material or persistent breach of the Consumer Contract by the Consumer, and that breach has been clearly established and is not the subject of a dispute resolution proceeding; or
 - (b) the Company ceases to have an agreement with the Lines Company for the provision of Line Function Services on the Consumer's network.
- 2.15 Where a Consumer has committed a material or persistent breach of a Consumer Contract that is capable of being remedied, the Consumer Contract should provide that the Company will give the Consumer reasonable notice of the need to remedy the breach in order to avoid supply disconnection and/or termination of the Consumer Contract.

TRANSFER OF CONSUMER CONTRACTS

Principles

- 2.16 A Consumer Contract may allow the Company to transfer the Consumer Contract to another Company. Where it does so, the Contract should also specify the steps the Company will take where it intends to transfer the Contract.

Minimum terms and conditions

- 2.17 If a Consumer Contract provides that the Company may transfer the Consumer Contract to another Company, the Consumer Contract should also provide that in such case, the Company will advise the Consumer:
- (a) that the Consumer Contract is being transferred to another Company;

- (b) where the Consumer can access the information the Consumer needs to contact the Company it is being transferred to; and
- (c) when the transfer will take effect.

2.18 A Consumer Contract should provide that if a Company has or is likely to have a receiver, liquidator, administrator, or other similar officer appointed, the Company will take all reasonable steps to ensure that the Consumer receives continuity of electricity supply.

C. ELECTRICITY SUPPLY AND RELATED SERVICES

- RCE 8. The supply of electricity is safe, reliable and ‘fit for purpose’**
- RCE 9. The consumer has access to a good standard of information in a supply interruption situation, and supply is restored within a reasonable timeframe**
- RCE 10. Other services reasonably required as part of receiving electricity supply (such as metering services) are readily available and ‘fit for purpose’**

SERVICES AND SERVICE STANDARDS GENERALLY

Principles

- 3.1 A Company should provide a Consumer with information about the products and services being provided to the Consumer, including information about the service standards that apply to its products and services (if any).
- 3.2 If a Company sets service standards, the Company should notify a Consumer:
- (a) if the services being provided by the Company materially fail to comply with the Company’s service standards;
 - (b) what steps the Company will take if the Company’s services materially fail to comply with the Company’s service standards including, if applicable, whether the Consumer is entitled to service level payments.
- 3.3 The Consumer Contract should clearly convey to Consumers that any redress offered by the Company in relation to unmet service standards does not detract from, the Consumer’s rights under the Consumer Guarantees Act.

ELECTRICITY SUPPLY

Minimum terms and conditions

- 3.4 The Consumer Contract should provide that electricity supplied by the Company will meet the following service standards:
- (a) the electricity supplied will comply with the Company’s obligations under the Consumer Guarantees Act;
 - (b) electricity will be supplied in a manner consistent with all other legal obligations relating to the supply of electricity; and
 - (c) electricity will be supplied in accordance with good industry practice in New Zealand, and in accordance with any relevant industry protocols and codes of practice.
- 3.5 A Consumer Contract should set out any other service standards that apply to the supply of electricity by the Company.

3.6 The Consumer Contract should set out:

- (a) that the Company will notify the Consumer if the Consumer is entitled to receive a service level payment from the Company where the service standards for supplied electricity are not met; and
- (b) that if the Company receives compensation from a third party (such as a Lines Company or Transpower) for losses resulting from the interruption of supply, the Company will pass on an appropriate portion of that compensation to the Consumer whose supply was interrupted, and if requested to do so by the Consumer, will provide the Consumer with an explanation of how the amount passed on to the Consumer was determined.

3.7 A Consumer Contract should inform the Consumer of steps that the Consumer can take to protect themselves against situations and risks that the Company cannot reasonably control. For example, a Company should inform Consumers of steps they can take to protect sensitive appliances from voltage spikes. Alternatively, the Contract may inform the Consumer of where to find information about the steps they can take.

METERING SERVICES

Minimum terms and conditions

3.8 A Consumer Contract should:

- (a) set out the circumstances in which the Company will take a reading from the meter or meters at the Consumer's property, which must be in accordance with any Regulations or Industry Standards;
- (b) comply with any Regulations or Industry Standards in relation to metering;
- (c) set out any costs associated with providing or changing metering equipment, or set out where the Consumer can get information about those costs;
- (d) set out the Consumer's obligations in relation to the metering equipment at the Consumer's property, and the consequences of not complying with those obligations; and
- (e) set out the process that will be followed if the Company or Consumer believes the quantity of electricity consumed that has been recorded by a meter or meter reader is not truly reflective of the Consumer's actual consumption. The process followed must be in accordance with any relevant Regulations or Industry Standards.

LOAD MANAGEMENT

Principles

3.9 A Company should provide information to a Consumer about the rights of the Company or a third party to interrupt the Consumer's supply for load management purposes, the circumstances in which supply interruptions may occur, and how (if at all) that may affect how much the Consumer pays for electricity.

UNPLANNED SUPPLY INTERRUPTIONS

Minimum terms and conditions

3.10 The Consumer Contract should:

- (a) describe the circumstances under which supply may be interrupted without prior warning;
- (b) set out the means by which the Consumer may report a supply interruption and access information about a supply interruption, and provide that:
 - (i) the means to report and access information about a supply interruption will be available on a 24-hour basis, in a way that does not require electricity; and
 - (ii) information about a supply interruption will be updated regularly in accordance with good industry practice in New Zealand;
- (c) set out the Company's rights and obligations in an unplanned supply interruption; and
- (d) provide that the Company will restore the Consumer's electricity supply as soon as reasonably practicable following an unplanned interruption.

OTHER FAULTS

Principles

- 3.11 A Company should use its best endeavours to rectify any faults with the supply of electricity to a Consumer.
- 3.12 A Company should provide a Consumer with a 24-hour telephone number that the Consumer can call if there is a fault in order to find out information about the nature and expected duration of the fault.

PLANNED SUPPLY INTERRUPTIONS

Principles

- 3.13 If a Company is planning a supply interruption, the Company should ensure that all its Consumers receive adequate notice that their supply will be interrupted, and the likely duration of the interruption.

Minimum terms and conditions

3.14 A Consumer Contract should set out:

- (a) that the Company will give notice of a planned interruption, which should be no less than 4 working days unless:
 - (i) agreed otherwise with the Consumer; or
 - (ii) the interruption is urgently required and was not reasonably foreseeable, meaning that 4 working days' notice is not possible,—

in which case, the Company should give as much notice of the interruption as possible.

- (b) where the Consumer can access information about a planned interruption, which should be available on a 24 hour basis, including by a means that does not require electricity;
and
- (c) that the Company will restore the Consumer's supply as soon as reasonably practicable following a planned interruption.

D. CONTRACTUAL TERMS AND CONDITIONS

RCE 11. The contractual terms and conditions of supply of electricity to the consumer are lawful, fair and reasonable, while accurately reflecting any reasonable upstream conditions or constraints

RCE 12. The contractual terms and conditions are complete, easy to understand, and clearly set out the respective obligations of the company and the consumer

GENERAL CONTRACTING REQUIREMENTS

Principles

4.1 A Consumer Contract should:

- (a) be easy to understand;
- (b) contain all material terms;
- (c) clearly set out the rights and obligations of both the Company and the Consumer, including the Consumer's obligation to pay for products and services used;
- (d) refer to any other information that is part of the terms and conditions of the Consumer Contract;
- (e) be easy for Consumers to obtain;
- (f) comply with all laws;
- (g) be fair and reasonable; and
- (h) reflect any material upstream conditions or constraints, subject to those conditions or constraints always meeting the requirements of lawfulness, fairness and reasonableness.

Minimum terms and conditions

4.2 In addition to terms and conditions about matters referred to elsewhere in this document, a Consumer Contract should clearly set out:

- (a) the Company's right to vary the terms and conditions of the Consumer Contract, including the minimum notice of variation that the Company will give to the Consumer;
- (b) where the Consumer can get information about how the Company collects, uses, discloses, and stores personal information about the Consumer, and how the Company complies with its obligations under the Privacy Act 1993;
- (c) force majeure events, including what events constitute force majeure events and what will happen in the case of a force majeure event; and
- (d) the Company's liability to the Consumer for damages and losses, and any liability caps that apply.

- 4.3 Except to the extent that the Company is legally entitled to exclude the provisions of the Consumer Guarantees Act, the Consumer Contract must provide that nothing in the contract will limit the Consumer's rights under the Consumer Guarantees Act.

OTHER IMPORTANT CONTRACT TERMS

Minimum Terms and Conditions

- 4.4 A Consumer Contract should:
- (a) specify where the point of connection is likely to be in most circumstances; and
 - (b) provide that the Company will provide information about how the Consumer can find out where the actual point of connection is, including who the Consumer can contact to try to get that information if it is not held by the Company, if the Consumer needs to know.
- 4.5 A Consumer Contract should set out the responsibilities and obligations of the Consumer in relation to the network, equipment and the supply of electricity, including the extent to which the Consumer is responsible for the maintenance of trees and/or other structures on the property that could affect supply.
- 4.6 A Consumer Contract must specify the Consumer's obligation to comply with all Line Function Services safety and technical requirements provided for under any Regulations or Industry Standards-, and the reasonable technical requirements of the Lines Company (if relevant), and set out where the Consumer can access information about those requirements if that information is not held by the Company.

E. COSTS

RCE 13. The delivered price for electricity supply is fair and reasonable, and is reflective of the cost of supply

RCE 14. The company does not impose unexpected costs on the consumer

Principles

- 5.1 A Company should make information available so that the Consumer knows or is able to find out about costs that the Consumer may be liable for before incurring them.
- 5.2 If a Consumer does not have any payment history with a Company, the Company may require the Consumer to provide reasonable security for payment.
- 5.3 Where a Company requires a Consumer to pay a bond, the Company should comply with any relevant Regulations or Industry Standards (e.g. the guidelines on vulnerable and medically dependent customers).
- 5.3A If no Consumer Contract is agreed (by word or conduct) the Company may require the Consumer to pay for energy used by the Consumer and any products or services expressly requested by the Consumer, at a rate that reflects the price that the Company would usually charge a Consumer for the energy or those products or services, but the Consumer will not be liable for any other charges under the Consumer Contract.

Minimum terms and conditions

- 5.4 A Consumer Contract should:
 - (a) refer to the Company's prices or pricing schedule of products and services available to the Consumer, or set out where the Consumer can access that information;
 - (b) provide details of, or set out where the Consumer may access details of, any fees the Company may charge and the circumstances in which the Consumer may incur these fees (such as, for example, late payment fees, disconnection and/or reconnection fees);
 - (c) provide that the Consumer is liable, from the date the Consumer Contract commences, for the charges for all the products and services provided to the Consumer under the Consumer Contract;
 - (d) provide that, in any event the Consumer will only be liable to pay for electricity consumed from the date of ownership or tenancy unless another date has been agreed between the Consumer and the Company; and
 - (e) provide that where a Consumer requests a product or service that involves an additional cost, the Company will advise the Consumer of any additional costs that are known at the time the Consumer requests the product or service, or if not known at the time, will provide an estimate of the cost.
- 5.5 In relation to any increase in the price of any product or service supplied under the Consumer Contract, the Consumer Contract should set out:

- (a) the length of notice that will be given before the price increase takes effect, which shall not be less than 30 days from the giving of the notice; and
- (b) the method by which notice will be given, provided that if the increase in a fee or service charge or the total invoiced price of the electricity supplied is more than 5% (and, in the case of a fee or service charge, the increase is reasonably likely to have a material effect on consumers) then a separate notice of the increase will be individually communicated to the Consumer in writing as soon as possible; and
- (c) that the notice will include an explanation of the reasons for the increase.

However, the Consumer Contract need not provide for notice in relation to price increases that are due to the Consumer having chosen a flexible pricing plan being based on prices that may increase or decrease depending on the time and volume of electricity consumption.

5.6 The Consumer Contract should state that the Company will notify the Consumer if circumstances arise, or are likely to arise, where a Consumer may incur a fee (for example, a late payment fee or a disconnection and/or reconnection fee). That notice should involve (at a minimum):

- (a) giving the Consumer reasonable notice of the circumstances before the Consumer incurs the fee; and
- (b) explaining how the Consumer can avoid incurring the fee.

5.7 Where a Company requires a Consumer to pay a bond, the Consumer Contract should:

- (a) provide that the Company will provide the Consumer with the reason(s) why a bond is required;
- (b) set out the amount of the bond, which in each case should comply with any accepted industry standards or protocols;
- (c) set out the period of time within which the bond must be paid to the Company;
- (d) state whether interest is payable on the bond;
- (e) set out how long the Company will keep the bond for, and that if the Company keeps the bond for more than 12 months, that it will provide its reasons for doing so to the Consumer; and set out how the bond will be refunded.

F. BILLING AND PAYMENT

- RCE 15. Consumers have access to timely and accurate billing and payment information for electricity and associated services, and that information is easy to understand and check**
- RCE 16. Consumers have access to appropriate mechanisms for making payment that take account of consumer circumstances**

BILLING

Principles

- 6.1 Companies should comply with any relevant Regulations or Industry Standards in relation to their billing practices and the payment options they offer to Consumers (e.g. guidelines on vulnerable and medically dependant consumers).

Minimum terms and conditions

- 6.2 The Consumer Contract should:

- (a) provide that the Company will send the Consumer an invoice for the Consumer's actual or estimated use of electricity at least once a month unless the Consumer has otherwise agreed;
- (b) provide that the Company's invoice will include sufficient information to enable the Consumer to check the invoiced amount(s), including separately itemising:
 - (i) the quantity and cost of the electricity supplied (or estimated to have been supplied);
 - (ii) any relevant fees and charges; and
 - (iii) other products and services—although the invoice does not need to separately itemise amounts charged for Line Function Services
- (c) provide that if the Company makes an error and charges an incorrect amount to the Consumer, then upon becoming aware of the error the Company:
 - (i) will promptly refund or credit to the Consumer any amount that has been overcharged; or
 - (ii) may invoice the Consumer for any underpayments, but only to the extent reasonable taking into account whether the Company or the Consumer contributed to the error or could reasonably have been expected to know of the error;
- (d) advise the Consumer of the billing and/or reconciliation period;
- (e) advise whether the Consumer is required to pay estimated amounts;
- (f) provide that if a Consumer is required to pay estimated amounts, that:
 - (i) the Company's bills will state clearly that an estimate has been used;
 - (ii) the Company will provide, on request, a simple explanation of how estimates are calculated;

- (iii) the Consumer will be given the opportunity of reading their own meter and giving the readings to the Company until the Company arranges for the meter to be read; and
- (iv) the Company will amend an estimated bill if the Consumer provides a valid meter reading; and
- (g) provide that the Company's billing and payment information will include the identifier number or numbers of all installation control points at the Consumer's property (and, where the Company's bill includes charges for both electricity and Line Function Services, the name of the Lines Company); and
- (h) provide that, where the Consumer is not responsible for the lateness of a bill:
 - (i) if the bill is sent more than two months after the end of the period to which it relates, the Consumer has at least the length of time covered by the bill to pay it;
 - (ii) if a bill is more than three months late, the Company should negotiate an appropriate discount with the Consumer; and
 - (iii) no interest will be payable on any incorrect or late bills.

PAYMENT OPTIONS

Minimum terms and conditions

- 6.3 In relation to the alternative payment mechanisms offered by the Company, the Consumer Contract must:
- (a) identify the alternative mechanisms offered, or refer the Consumer to where they can find information about the alternative mechanisms offered;
 - (b) provide a simple explanation of how the alternative payment mechanisms offered operate, or refer to where Consumer can access those explanations;
 - (c) provide that if any currently offered alternative payment mechanism is to change, the Company will give reasonable notice and adequate information to explain the changes to Consumers before the change takes effect (no less than 30 days' notice before the change takes effect); and
 - (d) provide that if the Company does not offer a pre-payment option, then, if requested by the Consumer to do so, the Company will provide the Consumer with information about other Companies that do offer a pre-payment option.

G. TREATMENT BY THE COMPANY

- RCE 17. The company is honest and open, and acts with integrity in all its dealings with the consumer.**
- RCE 18. The company will either directly answer where possible, or otherwise assist in obtaining an answer, to consumers' enquiries about all aspects of their supply, billing and contracting arrangements in a timely, courteous and accurate manner.**

Principles

- 7.1 Companies and their employees, agents and contractors should be honest, open and act with integrity in all their dealings with Consumers.
- 7.2 The Consumer Contract should set out the timeframes within which the Company will respond to Consumers' enquiries, and what the Consumers' recourse is in the event that the Company does not respond within those timeframes, or set out where the Consumer can obtain that information.
- 7.3 A Company should ensure that a Consumer's Contract, and information about a Consumer's Contract, pricing plan, product, or service, is readily available to the Consumer (including in hard copy, if requested by the Consumer).

H. ACCESS TO PROPERTY

RCE 19. The company will act courteously, considerably and professionally at all times when requiring access to consumers' property

RCE 20. The company or any third parties will, except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergency situations, give the consumer reasonable notice of its requirement to access the consumer's property, including the intended timing, nature and purpose

Principles

- 8.1 The Company will inform the Consumer about the purposes for which the Company or any third party responsible for operating or maintaining lines that are on or run across the Consumer's property may require access to the Consumer's property.
- 8.2 The Company and any third party that may require access to the Consumer's land should comply with any relevant Regulations or Industry Standards.

Minimum terms and conditions

8.3 A Consumer Contract should state:

- (a) the rights of the Company and its employees and agents or any third party to gain access to a Consumer's property;
- (b) the consequences to the Consumer of not granting access;
- (c) that, except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or Emergency Situations, before accessing the Consumer's property, the Company or third party will provide written notice to the Consumer of:
 - (i) when the Company or third party will be accessing the Consumer's property; and
 - (ii) the purpose of the Company or third party accessing the Consumer's property;
- (d) that the notice in paragraph (c) must be given:
 - (i) at least 10 working days prior to entry if the Company or third party intends to enter the Consumer's property to undertake construction, upgrade, repair or maintenance work (or any other time agreed by the Company or third party and the Consumer); or
 - (ii) within a reasonable timeframe where the Company or third party intends to inspect or operate any equipment used in, or in connection with, the generation, conversion, transformation or conveyance of electricity; and
- (e) that when accessing the Consumer's property, the Company and its employees and agents or the third party will:
 - (i) take reasonable steps to minimise any direct impacts on the Consumer's property and any inconvenience to the Consumer; and
 - (ii) comply with any reasonable requirements of the Consumer (such as, for example, the time of entry, leaving gates as found, driving in a safe manner and taking reasonable steps not to disturb stock, avoiding access through specific areas); and

- (f) that the Company or third party will require its agents and employees, when accessing the Consumer's property, to:
 - (i) carry identification that shows they are authorised representatives of the Company or third party and present this identification on request; and
 - (ii) identify themselves to the Consumer before entering the Consumer's property; and
 - (iii) act courteously, considerately, and professionally at all times; and
- (g) the Company's procedures for ensuring the secure storage, use of and return of any keys and/or other security information for a Consumer's property that is in the Company's or third party's possession, or set out where the Consumer can access information containing those procedures.

I. ACCESS TO REMEDIES

RCE 21. Consumers have access to suitable arrangements for dealing with any complaints in a timely manner, and for obtaining appropriate remedies

RCE 22. Consumers have access to the information necessary to help resolve complaints

Principles

9.1 The Consumer Contract should reflect the requirements of any complaints resolution system (including any guidelines and rules under the system) approved by the Commission under the Electricity Act 1992. (From 1 April 2010, the approved complaints resolution system is the Electricity and Gas Complaints Commissioner Scheme, as notified in the *Gazette* on 10 December 2009.)