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## SCHEDULE C

### THE ELECTRICITY CONSUMER CODE OF PRACTICE

#### **C1. WHAT IS THE ELECTRICITY CODE?**

- C1.1 The Code contains undertakings by Electricity Company members of the Electricity and Gas Complaints Council to their Consumers under the Scheme for fair and reasonable dealings with Consumers.
- C1.2 The provisions of the Code should be interpreted in light of Clause C2 and Clause C3 and should be applied in a manner which is consistent with these Statements of Purpose and Principles.

#### **C2. STATEMENT OF PURPOSE**

- C2.1 The Electricity and Gas Complaints Commissioner Scheme is designed to create a forum where Consumers can access an independent dispute resolution service for complaints about their electricity Lines Company or Retailer.
- C2.2 The purpose of the Electricity and Gas Complaints Commissioner Scheme is to provide a service that is:
- (a) Free to Consumers;
  - (b) Accessible;
  - (c) Fair;
  - (d) Effective;
  - (da) Efficient
  - (e) Accountable; and
  - (f) Independent.

- C2.3 The Code is a document which sets out the principles, requirements, services and actions a Consumer can reasonably expect from their Electricity Retailer or Electricity Lines Company.

#### **C3. STATEMENT OF PRINCIPLES**

- C3.1 The following Principles articulate the basic values which underpin the Code's purpose and objectives:
- (a) Consumer complaints should be handled promptly, fairly, and with respect to complainants throughout the process;
  - (b) All information given to Consumers should be accurate, up to date and easy to understand and provided promptly in response to reasonable requests;

- (c) Consumer Contracts should clearly define the rights and obligations of the contracting parties, and companies must bring these rights and obligations to the attention of Consumers;

(ca) Companies must ensure Consumers enter into the most appropriate contracts for their needs; and

- (d) The Code sets out certain minimum standards of behaviour of good industry practice, and Consumer Contracts should seek to exceed those minimums where possible.

#### **C4. LOCATION OF DEFINITIONS**

- C4.1 Words that are capitalised (e.g. Consumer Contract, and Company) have specific meanings in this Code. If these words are not defined when first used, they are defined under C29 Definitions at the back of the Code.

#### **C5. WHO IS COVERED BY THE CODE?**

- C5.1 Every Electricity Retailer and Electricity Lines Company who is a member of the Electricity and Gas Complaints Council is covered by this Code.

- C5.2 This means that they must follow the provisions set out in the Code.

#### **C6. WHAT IS A CONSUMER CONTRACT?**

- C6.1 A Consumer Contract is an agreement between a Consumer and a Company for the supply of electricity and/or Line Function Services.

#### **C7. WHAT IS THE CONNECTION BETWEEN THE CODE AND A CONSUMER CONTRACT?**

- C7.1 The Code explains to Consumers what they can expect in their dealings with an Electricity Retailer or Electricity Lines Company.

- C7.2 A Consumer Contract must not contain provisions which are inconsistent with the Code. The provisions of the Code will apply to the extent of any inconsistency.

- C7.3 A Consumer Contract may include terms or conditions additional to or more favourable to the Consumer than those set out in the Code but these terms or conditions must not be inconsistent with the undertakings of the Code.

#### **C8. WHO DEALS WITH COMPLAINTS RELATING TO THE CODE?**

- C8.1 Only the Company and the Electricity and Gas Complaints Commissioner can deal with complaints relating to the Code.

#### **C9. WHAT CAN THE CONSUMER EXPECT FROM A CONSUMER CONTRACT?**

- C9.1 A Consumer Contract must:

- Be easy to understand;
- Clearly set out the rights and obligations of both the Company and the Consumer;

- Refer to any other information that is part of the terms and conditions of the Consumer Contract;
- Be easy for Consumers to obtain;
- Allow Disconnection only as a last resort except for reasons of safety or other reasons authorised under the Electricity Regulations 1997; and
- Provide for free, accessible, fair and effective systems for resolving Complaints within a Company.

**C10. CHANGES TO CONSUMER CONTRACTS**

C10.1 If a Company changes the terms and conditions of a Consumer Contract, the Company must:

- Give no less than 30 days notice before making any changes to the terms and conditions of the Consumer Contract; and
- Explain the reasons for the changes to the Consumer Contract terms and conditions when it gives the Consumer notice about the change.

C10.2 The Consumer Contract must describe how the Company will communicate any changes to the terms and conditions of the Consumer Contract that may be made under the Consumer Contract. However, any change in the frequency of billing and/or frequency of meter reading must be individually communicated to the Customer in writing.

**C11. CHANGES TO PRICE**

C11.1 If a Company increases the price of electricity supplied under a Consumer Contract, including for example any increase in variable electricity prices and/or daily fixed charge prices, the Company must:

- Give no less than 30 days notice before increasing the price of electricity; and
- Explain the reasons for the increase in price when it gives the Consumer notice about the change.

C11.2 The Consumer Contract must describe how the Company will communicate any increases in the price of electricity. If the increase in price is more than 5%, then a separate notice of the increase must be individually communicated to the Consumer in writing as soon as practicable.

C11.3 For the avoidance of doubt, a Company is not required to give a Consumer advance notification of a decrease in the price of electricity supplied.

**C12. SERVICES PROVIDED**

C12.1 The Consumer Contract must describe the services provided to the Consumer. This includes any quality standards that the Consumer should expect from the Company in providing these services.

C12.2 A Consumer Contract must set out how the Company will respond to the Consumer where quality of service standards are not met, including any compensation that would be paid to the Consumer if the Company does not meet its obligations.

C12.3 The quality of service standards must:

- Comply with the Electricity Act 1992 and the technical regulations and technical electrical codes of practice;
- Be no less than good industry practice prevailing in New Zealand; and
- Require that equipment used in the provision of Line Function Services will be monitored and maintained in line with good industry practice prevailing in New Zealand.

C12.4 The Consumer Contract must include a warning to Consumers to protect Sensitive Appliances from voltage spikes.

### **C13. PRICE INFORMATION**

C13.1 The Consumer Contract must refer to the relevant prices or pricing schedule (as may be produced by the Company from time to time) of products and services available to the Consumer.

### **C14. BILLING**

C14.1 Consumer Contracts must set out:

- That the Consumer is liable for the charges for all the services included in the Consumer Contract and is responsible for making sure that the contractual requirements are met;
- That the Consumer will only be liable for charges from the date of occupancy or responsibility unless another date has been agreed between the Consumer and the Company;
- That, except in the case of bills based on estimates, if the Company makes an error and charges an incorrect amount, the Consumer:
  - is entitled to a refund of the difference between the incorrect and correct amounts where the Consumer has paid too much; or
  - is only liable to the Company for the correct amount.
- The billing period and/or reconciliation period.

C14.2 Where a Consumer has chosen a price option offered by an Electricity Retailer that includes fixed charges for electricity and Line Function Services, the Company's bill must identify the fixed charge component of the bill separately from the variable charge.

C14.3 If a Company's bill includes charges for goods and services other than the supply of electricity or Line Function Services, these should be itemised separately unless the Consumer has agreed otherwise under the Consumer Contract.

- C14.4 If a Company's bill to a Consumer is based on a method of estimating electricity and/or Line Function Services usage:
- The Consumer should be given the opportunity of reading their own meter(s) and giving the reading(s) to the Company until the Company arranges for the meter to be read;
  - The Company must provide, on request, a simple explanation of how estimates are calculated and amend an estimated bill when the Consumer provides a valid meter reading;
  - The Company must make sure that its bills state clearly if an estimate has been used; and
  - The Company must state in the Consumer Contract whether the Consumer is required to pay estimated accounts.

**C15. METERING**

- C15.1 Meter readings used by a Company for billing a Consumer must comply with electricity industry standards and codes of practice for meter reading. Meter readings should take place a minimum of four times a year unless the Consumer agrees individually otherwise or does not provide the Company with reasonable access to the meter.
- C15.2 On request the Company must inform the Consumer of the results of any meter test, and, if it is not clear in the Consumer Contract, inform the Consumer of any extra charge the Consumer may incur as a result of the Company testing the Consumer's meter prior to undertaking the work.
- C15.3 The Company must inform the Consumer prior to taking any action on the Consumer's meter which may impact on the Consumer's bill or result in an extra charge.
- C15.4 The obligations on Companies to inform Consumers under Clause C15.2 and Clause C15.3 do not apply where the Company has reasonable cause to suspect that fraud, theft or meter tampering has taken place.

**C16. PAYMENT OPTIONS**

- C16.1 A Company with a Consumer Contract (or the person who does that Company's billing on its behalf) must
- have policies in place that assist a Consumer who is having difficulty paying a bill, and
  - ensure the Consumer is aware of the payment options and services offered by retailers and social agencies, and
  - cooperate with low income and vulnerable Consumers to establish arrangements that meet their needs.
- C16.2 Where currently offered payment options are to change, reasonable notice must be given and adequate information provided to explain the changes to Consumers before the change takes

effect. The minimum notification provisions of Clause C10 Changes to Consumer Contracts apply.

C16.3 If alternative payment options are offered to Consumers, these should be supported by a simple explanation of how the options operate, either in the Consumer Contract or in a separate publication or notice.

## **C17. BONDS**

C17.1 If a Company requires a Bond:

- The Company must give to the Consumer the reason for that decision;
- The Bond must not be more than the expected loss if a Consumer doesn't pay;
- The Consumer Contract should state if interest is payable on the Bond;
- The Bond must be held on trust in a separate account; and
- The Consumer Contract must state:
  - the period of time within which the Bond must be paid to the Company;
  - how long the Company will keep the Bond and that if the Company keeps the Bond for longer than 12 months, it must provide its reasons for doing so to the Consumer; and
  - how the Bond will be refunded.

## **C18. DISCONNECTION AND RECONNECTION**

C18.1 Consumer Contracts must set out the conditions under which Consumers can be disconnected.

C18.2 Consumer Contracts must state that a Company may only disconnect a Consumer for non-payment where the non-payment relates to bills (including a Bond) associated with the supply of Retail Services, Line Function Services, and/or electrical energy.

C18.3 Where a Company intends to disconnect a Consumer because the Company considers that the Consumer has not paid a bill (including a Bond), Disconnection should be the Company's last course of action.

C18.4 If a Consumer has started using and is pursuing the dispute resolution processes set out in the Consumer Contract (including the Electricity and Gas Complaints Commissioner Scheme) in relation to that Consumer not paying the bill, the Company must not disconnect that Consumer or commence credit recovery action until the processes are exhausted.

C18.5 This means that a Consumer should not be disconnected for non-payment of part of an account that is the subject of a dispute resolution process. However, a Consumer may be disconnected for non-payment of that part of an account which is not in dispute.

C18.6 A Consumer should not be disconnected on the basis of an estimated account unless it is fair and reasonable in the circumstances to do so.

- C18.7 Except in the case of agreed or emergency Disconnections, Consumer Contracts must:
- Provide for at least seven days notice of warning of Disconnection and allow an additional three days for the delivery of the notice; and
  - Provide for a Final Warning no less than 24 hours nor more than seven days before Disconnection. The Final Warning must specify these timeframes. If the Disconnection is not prevented by the Consumer and not completed within these timeframes, the Company must issue another Final Warning.
- C18.8 Consumer Contracts must explain when charges for temporary Disconnection and/or Reconnection apply. When warnings are delivered as per the provisions of C18.7, they must include and make explicit what additional charges over and above the recovery of billing arrears will apply.
- C18.9 Temporary Disconnection and/or Reconnection charges should not be more than the level required to meet the overall costs of the Disconnection and/or Reconnection service.
- C18.10 Disconnection notices should include:
- Information about the Company's dispute resolution processes;
  - Contact details of the Company's credit department so that the Consumer can contact that credit department to arrange payment of a bill that has not been paid, and
  - The cost of Reconnection.

## **C19. FAULTS**

- C19.1 Information about 24-hour telephone numbers to call for faults must be provided on every bill to a Consumer.

## **C20. PLANNED SHUTDOWNS**

- C20.1 A Consumer Contract must clearly state a minimum notice period before a Planned Shutdown which should be no less than four days unless agreed otherwise in the Consumer Contract.
- C20.2 Companies must notify Consumers of a Planned Shutdown within the notice period.

## **C21. OBLIGATIONS FROM POINT OF SUPPLY**

- C21.1 Company must supply information (on request) to a Consumer about a Consumer's electricity supply that explains where the Electricity Lines Company's ownership and responsibilities end in relation to the network.
- C21.2 A Consumer Contract must set out the responsibilities of the Consumer, the Electricity Retailer and the Electricity Lines Company in relation to ownership of equipment. For example, a Consumer Contract must clearly set out the extent to which the Consumer is responsible for the maintenance of trees and/or other structures on the property where these could affect the supply.

C21.3 A Consumer Contract must explain the Consumer's responsibilities for compliance with all Line Function Services safety and technical requirements under regulations and codes of practice.

**C22. ACCESS TO PREMISES**

C22.1 Consumer Contracts must include provisions permitting reasonable access to a Consumer's Premises for the direct purposes of the Electricity Retailer or Electricity Lines Company and any agent or subcontractor of that Company. The consequences of not granting access should also be set out in the Consumer Contract. Other conditions of access should be in line with the provisions of the Electricity Act 1992.

C22.2 Where a Company is in the possession of keys and/or security information for a Consumer's Premises, the Company should have formal procedures for the secure storage and use of and return of these keys and/or security information.

**C22A Health and safety**

**C22A.1 Companies must be sensitive to the health and safety of Consumers.**

**C23. CONSUMER COMPLAINT RESOLUTION**

C23.1 Companies must have a free, accessible, fair and effective, internal Consumer Complaints handling process.

**C23.1A Companies must include a message on any invoices to Consumers advising that the Company has a free internal complaints process**

**C23.1B Companies with a direct relationship with Consumers must include information about the Electricity and Gas Complaints Commissioner on Consumer invoices.**

C23.2 Companies must accept Consumer Complaints in any reasonable form from a Consumer including written and oral, and via a variety of delivery mechanisms including face-to-face, posted, hand-delivered, facsimile or electronic.

C23.3 Companies must:

- Provide information to Consumers about how their Complaint will be dealt with, and by when;
- Provide written information about their Consumer Complaints handling processes; and
- Treat Consumers courteously, and with respect.

C23.4 Companies must also:

- Train their staff about their Consumer Complaints handling processes;
- Use processes that are easy to understand, easy to use and free to Consumers;
- Provide adequate resources for their Complaints handling processes;

- Tell Consumers that there is an Electricity and Gas Complaints Commissioner to whom they can go if their complaint is not resolved, regardless of whether the Company considers the Complaint to be frivolous or vexatious; and
- Review their Consumer Complaints handling process regularly.

C23.5 Companies must provide for appropriate remedies to Consumers

C23.6 Companies must collect and analyse information about Complaints, and use it to adjust business practices as required.

C23.7 For Consumers, Electricity Retailers, must have in place an effective process to ensure there has been an offer and acceptance of the Consumer Contract.

#### **C24. LIABILITY**

C24.1 Except as permitted under Clauses C24.2 and C24.3, a Consumer Contract must not limit the scope of liability, in contract or tort, of a Company to a Consumer to less than liability for physical damage to property where it can be shown that the Company has been negligent and the amount and nature of the Consumer's loss was reasonably foreseeable.

C24.2 A Consumer Contract must not limit the monetary amount of liability, whether in contract or tort, of a Company to a Consumer for an event or a series of closely related events occurring on a network system to any amount less than \$10,000. This clause does not prevent or limit any provision in a Consumer Contract stating that liability is subject to any monetary cap contained in the Consumer Contract for an event or series of closely related events in relation to more than one Consumer on a network system.

C24.3 A Consumer Contract must not fix a per annum cap on liability in respect of one or more Consumers on a network system or for events or a series of closely related events occurring on a network system.

C24.4 Notwithstanding the provisions of the Code, and in particular Clause C24, Consumers have access to any remedies that arise under the Consumer Guarantees Act 1993. Where the Code conflicts with the Consumer Guarantees Act, the Consumer Guarantees Act will take precedence.

#### **C25. FORCE MAJEURE CLAUSES**

C25.1 A Consumer Contract must define the situations covered under Force Majeure clauses and explain how a Company will respond in such circumstances.

#### **C26. PRIVACY**

C26.1 A Consumer Contract must adhere to the provisions of the Privacy Act 1993 and accordingly:

- Set out the purposes for which the Company collects information from individuals; and
- Confirm that Consumers will have ready access to information held about them and the opportunity to correct this information.

**C27. OVERSIGHT AND REVIEW OF THIS CODE**

C27.1 The Electricity and Gas Complaints Commission is responsible for overseeing and reviewing this Code.

**C28. ENFORCEMENT OF THE CODE**

C28.1 The undertakings of a Company in this Code are not intended to create rights enforceable by a Consumer against a Company under the Contracts (Privity) Act 1982.

**C29. DEFINITIONS**

C29.1 Terms used in this Code have the following meanings:

**Bond** means the bond or sum of money provided by a Consumer as security for non-payment.

**Code** means this Code of Practice which comprises Schedule C of the Constitution for the Electricity and Gas Complaints Commissioner Scheme.

**Company** means a member of the Electricity and Gas Complaints Commissioner Scheme who is either an Electricity Retailer or an Electricity Lines Company. "Companies" and Electricity Companies have corresponding meaning.

**Consumer** means:

- A person who is supplied, or who applies to be supplied, with electricity by an Electricity Retailer in accordance with a Consumer Contract for consumption of electricity;
- A person who is supplied, or who applies to be supplied, with Line Function Services in accordance with a Consumer Contract and who also consumes electricity; and
- Includes any person using the services supplied under that Consumer Contract or paying part or all of the fees for the services provided under the Consumer Contract.

**Consumer Contract** means the agreement with a Consumer providing for the supply of electricity and/or Line Function Services to a Consumer and includes any additional publications, which contain information about the service to Consumers.

**Disconnection** means the movement or removal of equipment so that no electricity can flow to a Consumer's Premises.

**Electricity and Gas Complaints Commission** means the Commission set up under the Electricity and Gas Complaints Commissioner Scheme. It provides an independent overview of the Scheme and comprises an independent chairperson, two representatives of industry members and two Consumer representatives appointed by the Minister of Consumer Affairs.

**Electricity and Gas Complaints Commissioner** is the person appointed to that position by the Electricity and Gas Complaints Commission.

**Electricity and Gas Complaints Commissioner Scheme** means the Electricity and Gas Complaints Commissioner Scheme implemented by the Electricity and Gas Complaints Council.

**Electricity and Gas Complaints Council** means the governing body under the Electricity and Gas Complaints Commissioner Scheme.

**Electricity Lines Company** means a Company which operates a local network for conveying electricity and provides Line Function Services to Electricity Retailers or directly to Consumers. Electricity Lines Companies includes lines services businesses, whether incorporated or not.

**Electricity Retailer** means any supplier of electricity to Consumers.

**Force Majeure** means circumstances beyond the control of the Company, for example failure to supply electricity due to causes beyond the Company's control such as a storm.

**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 and includes metering services where an Electricity Lines Company provides or has provided these services.

**Planned Shutdown** means the period when electricity is not available due to routine planned maintenance. A planned shutdown excludes situations where the electricity network needs to be taken out of service for emergency reasons such as to ensure the integrity of the electricity network or for safety. In general, planned shutdowns (where required) would be used for all work falling under the Lines Company's Asset Management Plan.

**Point of Supply** has the same meaning as given to it in the Electricity Act 1992.

**Premises** means the site to which electricity is supplied or is to be supplied to a Consumer.

**Provide a Final Warning** means that the Company must take all reasonable steps to ensure a Consumer receives this warning. This may include making contact to the Consumer's last known address or phone number.

**Reconnection** means the movement or replacement of equipment so that electricity can flow to a Consumer's Premises which had been disconnected.

**Retail Services** mean all services supplied under an interposed Consumer Contract (except Line Function Services) and all services supplied under a supply only Consumer Contract and includes metering services where an Electricity Retailer provides or has provided these services.

**Sensitive Appliances** means electrical equipment that has electronic circuitry or control systems in them. Major household appliances that fall into this category include, but are not limited to, TVs, microwaves, stereos, computers, radios, washing machines and driers, fridges, freezers, videos, DVDs and dishwashers.

## SCHEDULE CA

### THE GAS CONSUMER CODE OF PRACTICE

#### CA1. WHAT IS THE GAS CODE?

- CA1.1 The Code contains undertakings by Gas Company members of the Electricity and Gas Complaints Council to their Consumers under the Scheme for fair and reasonable dealings with Consumers.
- CA1.2 The provisions of the Code should be interpreted in light of Clause CA2 and Clause CA3 and should be applied in a manner which is consistent with these Statements of Purpose and Principles.

#### CA2. STATEMENT OF PURPOSE

- CA2.1 The Electricity and Gas Complaints Commissioner Scheme is designed to create a forum where Consumers can access an independent dispute resolution service for complaints about their Gas Retailer and Gas Lines Company.
- CA2.2 The purpose of the Electricity and Gas Complaints Commissioner Scheme is to provide a service that is:
- (a) Free to Consumers;
  - (b) Accessible;
  - (c) Fair;
  - (d) Effective;
  - (da) Efficient
  - (e) Accountable; and
  - (f) Independent.

- CA2.3 The Code is a document which sets out the principles, requirements, services and actions a Consumer can reasonably expect from their Gas Retailer or Gas Lines Company.

#### CA3. STATEMENT OF PRINCIPLES

- CA3.1 The following Principles articulate the basic values which underpin the Code's purpose and objectives:
- (a) Consumer complaints should be handled promptly, fairly, and with respect to complainants throughout the process;
  - (b) All information given to Consumers should be accurate, up to date and easy to understand and provided promptly in response to reasonable requests;

- (c) Consumer Contracts should clearly define the rights and obligations of the contracting parties, and Companies must bring these rights and obligations to the attention of Consumers; and

(ca) Companies must ensure Consumers enter into the most appropriate contracts for their needs; and

- (d) The Code sets out certain minimum standards of behaviour of good industry practice, and Consumer Contracts should seek to exceed those minimums where possible.

#### **CA4. LOCATION OF DEFINITIONS**

CA4.1 Words that are capitalised (e.g. Consumer Contract, and Company) have specific meanings in this Code. If these words are not defined when first used, they are defined under CA29 Definitions at the back of the Code.

#### **CA5. WHO IS COVERED BY THE CODE?**

CA5.1 Every Gas Retailer and Gas Lines Company who is a member of the Electricity and Gas Complaints Council is covered by this Code.

CA5.2 This means that they must follow the provisions set out in the Code.

#### **CA6. WHAT IS A CONSUMER CONTRACT?**

CA6.1 A Consumer Contract is an agreement between a Consumer and a Company for the supply of Gas and/or Line Function Services.

#### **CA7. WHAT IS THE CONNECTION BETWEEN THE CODE AND A CONSUMER CONTRACT?**

CA7.1 The Code explains to Consumers what they can expect in their dealings with a Gas Retailer or Gas Lines Company.

CA7.2 A Consumer Contract must not contain provisions which are inconsistent with the Code. The provisions of the Code will apply to the extent of any inconsistency.

CA7.3 A Consumer Contract may include terms or conditions additional to or more favourable to the Consumer than those set out in the Code but these terms or conditions must not be inconsistent with the undertakings of the Code.

#### **CA8. WHO DEALS WITH COMPLAINTS RELATING TO THE CODE?**

CA8.1 Only the Company and the Electricity and Gas Complaints Commissioner can deal with complaints relating to the Code.

#### **CA9. WHAT CAN THE CONSUMER EXPECT FROM A CONSUMER CONTRACT?**

CA9.1 A Consumer Contract must:

- Be easy to understand;
- Clearly set out the rights and obligations of both the Company and the Consumer;

- Refer to any other information that is part of the terms and conditions of the Consumer Contract;
- Be easy for Consumers to obtain;
- Allow Disconnection only as a last resort except for reasons of safety or other reasons authorised under the Gas Regulations 1993; and
- Provide for free, accessible, fair and effective systems for resolving Complaints within a Company.

**CA10. CHANGES TO CONSUMER CONTRACTS**

CA10.1 If a Company changes the terms and conditions of a Consumer Contract, the Company must:

- Give no less than 30 days notice before making any changes to the terms and conditions of the Consumer Contract; and
- Explain the reasons for the changes to the Consumer Contract terms and conditions when it gives the Consumer notice about the change.

CA10.2 The Consumer Contract must describe how the Company will communicate any changes to the terms and conditions of the Consumer Contract that may be made under the Consumer Contract. However, any change in the frequency of billing and/or frequency of meter reading, must be individually communicated to the Consumer in writing.

**CA11. CHANGES TO PRICE**

CA11.1 If a Company increases the price of Gas supplied under a Consumer Contract, including for example any increase in variable Gas prices and/or daily fixed charge prices, the Company must:

- Give no less than 30 days notice before increasing the price of Gas; and
- Explain the reasons for the increase in price when it gives the Consumer notice about the change.

CA11.2 The Consumer Contract must describe how the Company will communicate any increases in the price of Gas. If the increase in price is more than 5%, then a separate notice of the increase must be individually communicated to the Consumer in writing as soon as practicable.

CA11.3 For the avoidance of doubt, a Company is not required to give a Consumer advance notification of a decrease in the price of Gas supplied.

**CA12. SERVICES PROVIDED**

CA12.1 The Consumer Contract must describe the services provided to the Consumer. This includes any quality standards that the Consumer should expect from the Company in providing these services.

CA12.2 A Consumer Contract must set out how the Company will respond to the Consumer where quality of service standards are not met, including any compensation that would be paid to the Consumer if the Company does not meet its obligations.

CA12.3 The quality of service standards must:

- Comply with the Gas Act 1992 and the technical regulations and technical Gas codes of practice;
- Be no less than good industry practice prevailing in New Zealand; and
- Require that equipment used in the provision of Line Function Services will be monitored and maintained in line with good industry practice prevailing in New Zealand.

### **CA13. PRICE INFORMATION**

CA13.1 The Consumer Contract must refer to the relevant prices or pricing schedule (as may be produced by the Company from time to time) of products and services available to the Consumer.

### **CA14. BILLING**

CA14.1 Consumer Contracts must set out:

- That the Consumer is liable for the charges for all the services included in the Consumer Contract and is responsible for making sure that the contractual requirements are met;
- That the Consumer will only be liable for charges from the date of occupancy or responsibility unless another date has been agreed between the Consumer and the Company;
- That, except in the case of bills based on estimates, if the Company makes an error and charges an incorrect amount, the Consumer:
  - is entitled to a refund of the difference between the incorrect and correct amounts where the Consumer has paid too much; or
  - is only liable to the Company for the correct amount; and
- The billing period and/or reconciliation period.

CA14.2 Where a Consumer has chosen a price option offered by a Gas Retailer that includes fixed charges for Gas and Line Function Services, the Company's bill must identify the fixed charge component of the bill separately from the variable charge.

CA14.3 If a Company's bill that relates to the supply of Gas and Line Function Services includes charges for other goods and services, those goods and services should be itemised separately unless the Consumer has agreed otherwise under the Consumer Contract.

CA14.4 If the Consumer Contract is a Combined Electricity and Gas Consumer Contract, the amount payable for electricity and the amount payable for Gas should be itemised separately.

CA14.5 If a Company's bill to a Consumer is based on a method of estimating Gas and/or Line Function Services usage:

- The Consumer should be given the opportunity of reading their own meter(s) and giving the reading(s) to the Company until the Company arranges for the meter to be read;
- The Company must provide, on request, a simple explanation of how estimates are calculated and amend an estimated bill when the Consumer provides a valid meter reading;
- The Company must make sure that its bills state clearly if an estimate has been used; and
- The Company must state in the Consumer Contract whether the Consumer is required to pay estimated accounts.

#### **CA15. METERING**

CA15.1 Meter readings used by a Company for billing a Consumer must comply with Gas industry standards and codes of practice for meter reading. Meter readings should take place a minimum of four times a year unless the Consumer agrees individually otherwise or does not provide the Company with reasonable access to the meter.

CA15.2 On request the Company must inform the Consumer of the results of any meter test, and, if it is not clear in the Consumer Contract, inform the Consumer of any extra charge the Consumer may incur as a result of the Company testing the Consumer's meter prior to undertaking the work.

CA15.3 The Company must inform the Consumer prior to taking any action on the Consumer's meter which may impact on the Consumer's bill or result in an extra charge.

CA15.4 The obligations on Companies to inform Consumers under Clause CA15.2 and Clause CA15.3 do not apply where the Company has reasonable cause to suspect that fraud, theft or meter tampering has taken place.

#### **CA16. PAYMENT OPTIONS**

CA16.1 A Company with a Consumer Contract (or the person who does that Company's billing on its behalf) must

- have policies in place that assist a Consumer who is having difficulty paying a bill, and
- ensure the Consumer is aware of the payment options and services offered by retailers and social agencies, and
- cooperate with low income and vulnerable Consumers to establish arrangements that meet their needs.

CA16.2 Where currently offered payment options are to change, reasonable notice must be given and adequate information provided to explain the changes to Consumers before the change takes effect. The minimum notification provisions of CA10 Changes to Consumer Contracts apply.

CA16.3 If alternative payment options are offered to Consumers, these should be supported by a simple explanation of how the options operate, either in the Consumer Contract or in a separate publication or notice.

CA16.4 In the case of a Combined Electricity and Gas Consumer Contract, a Consumer may direct a Company on how payments for the supply of electricity and/or Gas must be applied to that Consumer's account.

#### **CA17. BONDS**

CA17.1 If a Company requires a Bond:

- The Company must give to the Consumer the reason for that decision;
- The Bond must not be more than the expected loss if a Consumer doesn't pay;
- The Consumer Contract should state if interest is payable on the Bond;
- The Bond must be held on trust in a separate account; and
- The Consumer Contract must state:
  - the period of time within which the Bond must be paid to the Company;
  - how long the Company will keep the Bond and that if the Company keeps the Bond for longer than 12 months, it must provide its reasons for doing so to the Consumer; and
  - how the Bond will be refunded.

#### **CA18. DISCONNECTION AND RECONNECTION**

CA18.1 Consumer Contracts must set out the conditions under which Consumers can be disconnected.

CA18.2 Consumer Contracts must state that a Company may only disconnect a Consumer for non-payment where the non-payment relates to bills (including a Bond) associated with the supply of Gas Retail Services, Line Function Services, and/or Gas.

CA18.3 Where a Company intends to disconnect a Consumer because the Company considers that the Consumer has not paid a bill (including a Bond), Disconnection should be the Company's last course of action.

CA18.4 If a Consumer has started using and is pursuing the dispute resolution processes set out in the Consumer Contract (including the Electricity and Gas Complaints Commissioner Scheme) in relation to that Consumer not paying the bill, the Company must not disconnect that Consumer or commence credit recovery action until the processes are exhausted.

CA18.5 This means that a Consumer should not be disconnected for non-payment of part of an account that is the subject of a dispute resolution process. However, a Consumer may be disconnected for non-payment of that part of an account which is not in dispute.

CA18.6 A Consumer should not be disconnected on the basis of an estimated account unless it is fair and reasonable in the circumstances to do so.

CA18.7 Except in the case of agreed or emergency Disconnections or in the case of Disconnections under the Gas Act or Gas Regulations for safety reasons, Consumer Contracts must:

- Provide for at least seven days notice of warning of Disconnection and allow an additional three days for the delivery of the notice; and
- Provide for a Final Warning no less than 24 hours nor more than seven days before Disconnection. The Final Warning must specify these timeframes. If the Disconnection is not prevented by the Consumer and not completed within these timeframes, the Company must issue another Final Warning.

CA18.8 Consumer Contracts must explain when charges for temporary Disconnection and/or Reconnection apply. When warnings are delivered as per the provisions of CA18.7, they must include and make explicit what additional charges over and above the recovery of billing arrears will apply.

CA18.9 Temporary Disconnection and/or Reconnection charges should not be more than the level required to meet the overall costs of the Disconnection and/or Reconnection service.

CA18.10 Disconnection notices should include:

- Information about the Company's dispute resolution processes;
- Contact details of the Company's credit department so that the Consumer can contact that credit department to arrange payment of a bill that has not been paid, and
- The cost of Reconnection.

## **CA19. FAULTS AND EMERGENCIES**

CA19.1 Information about 24-hour telephone numbers to call for faults and emergencies must be provided on every bill to a Consumer.

CA19.2 The Company must provide advice, whether in the Consumer Contract or by any other means (for example in brochures or advertisements), to Consumers on how to turn off their Gas supply in an emergency situation. This advice must be easy for Consumers to obtain and understand.

## **CA20. PLANNED SHUTDOWNS**

CA20.1 A Consumer Contract must clearly state a minimum notice period before a Planned Shutdown which should be no less than four days unless agreed otherwise in the Consumer Contract.

CA20.2 Companies must notify Consumers of a Planned Shutdown within the notice period.

## **CA21. OBLIGATIONS FROM POINT OF SUPPLY**

- CA21.1 A Company must supply information (on request) to a Consumer about a Consumer's Gas supply that explains where the Gas Lines Company's ownership and responsibilities end in relation to the distribution system.
- CA21.2 A Consumer Contract must set out the responsibilities of the Consumer, the Gas Retailer and the Gas Lines Company (the Gas Retailer and Gas Lines Company may be the same Company) in relation to ownership of equipment. For example, a Consumer Contract must clearly set out the extent to which the Consumer is responsible for maintaining a tree's root system and whether a Consumer may build over underground equipment.
- CA21.3 A Consumer Contract must explain the Consumer's responsibilities for compliance with all Line Function Services safety and technical requirements under regulations and codes of practice.

## **CA22. ACCESS TO PREMISES**

- CA22.1 Consumer Contracts must include provisions permitting reasonable access to a Consumer's Premises for the direct purposes of the Gas Retailer or Gas Lines Company and any agent or subcontractor of that Company. The consequences of not granting access should also be set out in the Consumer Contract. Other conditions of access should be in line with the provisions of the Gas Act 1992.
- CA22.2 Where a Company is in the possession of keys and/or security information for a Consumer's Premises, the Company should have formal procedures for the secure storage and use of and return of these keys and/or security information.

### **CA22A Health and safety**

**CA22A.1 Companies must be sensitive to the health and safety of Consumers.**

## **CA23. CONSUMER COMPLAINT RESOLUTION**

CA23.1 Companies must have a free, accessible, fair, and effective internal Consumer Complaints handling process.

**CA23.1A Companies must include a message on any invoices to Consumers advising that the Company has a free internal complaints process**

**CA23.1B Companies with a direct relationship with Consumers must include information about the Electricity and Gas Complaints Commissioner on Consumer invoices.**

CA23.2 Companies must accept Consumer Complaints in any reasonable form from a Consumer including written and oral, and via a variety of delivery mechanisms including face-to-face, posted, hand-delivered, facsimile or electronic.

CA23.3 Companies must:

- Provide information to Consumers about how their Complaint will be dealt with, and by when;
- Provide written information about their Consumer Complaints handling processes; and

- Treat Consumers courteously and with respect.

CA23.4 Companies must also:

- Train their staff about their Consumer Complaints handling processes;
- Use processes that are easy to understand, easy to use and free to Consumers;
- Provide adequate resources for their Complaints handling processes;
- Tell Consumers that there is an Electricity and Gas Complaints Commissioner to whom they can go if their Complaint is not resolved, regardless of whether the Company considers the Complaint to be frivolous or vexatious; and
- Review their Consumer Complaints handling process regularly.

CA23.5 Companies must provide for appropriate remedies to Consumers.

CA23.6 Companies must collect and analyse information about Complaints, and use it to adjust business practices as required.

CA23.7 For Consumers, Gas Retailers must have in place an effective process to ensure there has been an offer and acceptance of the Consumer Contract.

#### **CA24. LIABILITY**

CA24.1 Except as permitted under Clauses CA24.2 and CA24.3, a Consumer Contract must not limit the scope of liability, in contract or tort, of a Company to a Consumer to less than liability for physical damage to property where it can be shown that the Company has been negligent and the amount and nature of the Consumer's loss was reasonably foreseeable.

CA24.2 A Consumer Contract must not limit the monetary amount of liability, whether in contract or tort, of a Company to a Consumer for an event or a series of closely related events occurring on a distribution system to any amount less than \$10,000. This clause does not prevent or limit any provision in a Consumer Contract stating that liability is subject to any monetary cap contained in the Consumer Contract for an event or series of closely related events in relation to more than one Consumer on a distribution system.

CA24.3 A Consumer Contract must not fix a per annum cap on liability in respect of one or more Consumers on a distribution system or for events or a series of closely related events occurring on a distribution system.

CA24.4 Notwithstanding the provisions of the Code, and in particular Clause CA24, Consumers have access to any remedies that arise under the Consumer Guarantees Act 1993. Where the Code conflicts with the Consumer Guarantees Act, the Consumer Guarantees Act will take precedence.

#### **CA25. FORCE MAJEURE CLAUSES**

CA25.1 A Consumer Contract must define the situations covered under Force Majeure clauses and explain how a Company will respond in such circumstances.

**CA26. PRIVACY**

CA26.1 A Consumer Contract must adhere to the provisions of the Privacy Act 1993 and accordingly:

- Set out the purposes for which the Company collects information from individuals; and
- Confirm that Consumers will have ready access to information held about them and the opportunity to correct this information.

**CA27. OVERSIGHT AND REVIEW OF THIS CODE**

CA27.1 The Electricity and Gas Complaints Commission is responsible for overseeing and reviewing this Code.

**CA28. ENFORCEMENT OF THE CODE**

CA28.1 The undertakings of a Company in this Code are not intended to create rights enforceable by a Consumer against a Company under the Contracts (Privity) Act 1982.

**CA29. DEFINITIONS**

CA29.1 Terms used in this Code have the following meanings:

**Bond** means the bond or sum of money provided by a Consumer as security for non-payment.

**Code** means this Code of Practice which comprises Schedule CA of the Constitution for the Electricity and Gas Complaints Commissioner Scheme.

**Combined Electricity and Gas Consumer Contract** means a Consumer Contract for the sale of electricity and for the sale of Gas by the Company to a Consumer. To avoid doubt, a Consumer who has separate Consumer Contracts for the sale of electricity and for the sale of Gas does not, by virtue of having those two separate Consumer Contracts, have a Combined Electricity and Gas Consumer Contract.

**Company** means a member of the Electricity and Gas Complaints Commissioner Scheme who is either a Gas Retailer and/or a Gas Lines Company. "Companies" and Gas Companies have corresponding meaning.

**Consumer** means:

- A person who is supplied, or who applies to be supplied, with Gas by a Gas Retailer in accordance with a Consumer Contract for consumption of Gas;
- A person who is supplied, or who applies to be supplied, with Line Function Services in accordance with a Consumer Contract and who also consumes Gas; and
- Includes any person using the services supplied under that Consumer Contract or paying part or all of the fees for the services provided under the Consumer Contract.

**Consumer Contract** means the agreement with a Consumer providing for the supply of Gas and/or Line Function Services to a Consumer and includes any additional publications, which contain information about the service to Consumers.

**Disconnection** means the movement or removal of equipment so that no Gas can flow to a Consumer's Premises.

**Electricity and Gas Complaints Commission** means the Commission set up under the Electricity and Gas Complaints Commissioner Scheme. It provides an independent overview of the Scheme and comprises an independent chairperson, two representatives of industry members and two consumer representatives appointed by the Minister of Consumer Affairs.

**Electricity and Gas Complaints Commissioner** is the person appointed to that position by the Electricity and Gas Complaints Commission.

**Electricity and Gas Complaints Commissioner Scheme** means the Electricity and Gas Complaints Commissioner Scheme implemented by the Electricity and Gas Complaints Council.

**Electricity and Gas Complaints Council** means the governing body under the Electricity and Gas Complaints Commissioner Scheme.

**Force Majeure** means circumstances beyond the control of the Company. For example, failure to supply Gas due to causes beyond the Company's control such as a storm.

**Gas** means natural gas that is supplied to a Consumer through a gas distribution system (a network of pipelines) but excludes, to avoid doubt:

- LPG; and
- CNG for transportation purposes.

**Gas Lines Company** means a Company which operates a Gas distribution system for supplying Gas and provides Line Function Services to Gas Retailers or directly to Consumers. Gas Lines Companies includes line function services businesses, whether incorporated or not. A Gas Lines Company may also be a Gas Retailer.

**Gas Retailer** means a person who supplies Gas to Consumers. A Gas Retailer may also be a Gas Lines Company.

**Line Function Services** has the meaning set out in section 2 of the Gas Act 1992 (but excludes Gas transmission, as that term is defined in the Gas Act 1992) and as further provided for in a Consumer Contract and includes metering services where a Lines Company provides these services.

**Planned Shutdown** means the period when Gas is not available due to routine planned maintenance. A planned shutdown excludes situations where the Gas distribution system needs to be taken out of service for emergency reasons such as to ensure the integrity of the Gas distribution system or for safety. In general, Planned Shutdowns (where required) would be used for all work falling under the Gas Lines Company's Asset Management Plan.

**Point of Supply** means the point at which a Gas Lines Company's distribution system is connected to a Consumer's Premises.

**Premises** means the site to which Gas is supplied or is to be supplied to a Consumer.

**Provide a Final Warning** means that the Company must take all reasonable steps to ensure a Consumer receives this warning. This may include making contact to the Consumer's last known address or phone number.

**Reconnection** means the movement or replacement of equipment so that Gas can flow to a Consumer's Premises which had been disconnected.

**Retail Services** mean all services supplied under an interposed Consumer Contract (except Line Function Services) and all services supplied under a supply only Consumer Contract and includes metering services where a Gas Retailer provides or has provided these services.

## SCHEDULE CB

### THE CODE OF PRACTICE FOR LAND OWNERS, LAND OCCUPIERS, ELECTRICITY LINES COMPANIES AND GAS LINES COMPANIES ("LAND CODE")

#### CB1. WHAT IS THE LAND CODE?

- CB1.1 The Land Code contains undertakings by Lines Companies for fair and reasonable dealings with Land Owners and Land Occupiers. It sets out standards of behaviour Land Owners and Land Occupiers can reasonably expect from Lines Companies.
- CB1.2 The Land Code relates solely to dealings between Land Owners and Land Occupiers, on the one hand, and Lines Companies on the other hand, in relation to access to and use of the Land occupied by Lines Equipment, and the actions of Lines Companies' staff and contractors while on that Land.
- CB1.3 The Land Code does not apply in the circumstances arising in connection with or leading to the types of disputes listed in Clause 1.3 of the Constitution for the Electricity and Gas Complaints Commissioner Scheme.
- CB1.4 The Land Code comprises Schedule CB of the Constitution for the Electricity and Gas Complaints Commissioner Scheme.
- CB1.5 The provisions of the Land Code should be interpreted in light of Clause CB2 (Statement of Principles) and should be applied in a manner which is consistent with law and this Clause CB1.

#### CB2. STATEMENT OF PRINCIPLES

- CB2.1 The following principles articulate the basic values that underpin the Land Code's purpose:
- (a) Lines Companies dealing with Land Owners and Land Occupiers should be fair and respect the interests of Land Owners and Land Occupiers, and be sensitive to their health and safety.
  - (b) At the same time, Lines Companies have a commitment to, and are obliged to, ensure the efficient, safe and reliable supply of electricity and/or gas for the benefit of energy consumers.
  - (c) The Land Code sets out minimum standards of conduct for all Lines Companies. A Lines Company's conduct, including the provisions of a Land Agreement, may exceed the standards of conduct set out in the Land Code. Land Owners and Land Occupiers may agree on a lesser standard of conduct with a Lines Company, but only in accordance with Clauses CB5.3 and CB5.4.
  - (d) Complaints from Land Owners and Land Occupiers should be handled promptly, fairly and with respect to complainants throughout the process.

### CB3. DEFINITIONS

CB3.1 Terms used in the Land Code have the following meanings:

**Effective Date** means 1 October 2006.

**Electricity and Gas Complaints Commissioner** means the Electricity and Gas Complaints Commissioner appointed by the Electricity and Gas Complaints Commission.

**Electricity and Gas Complaints Commissioner Scheme** means the Electricity and Gas Complaints Commissioner Scheme implemented by the Electricity and Gas Complaints Council.

**Electricity Lines Company** means a member of the Electricity and Gas Complaints Commissioner Scheme that is:

- (a) A company that operates a local network for conveying electricity and providing line function services to electricity retailers or directly to consumers; or
- (b) Transpower New Zealand Limited.

**Electricity Works** means:

- (a) any fittings that are used, or designed or intended for use, in or in connection with the generation, conversion, transformation, or conveyance of electricity; but
- (b) does not include:
  - (i) any fittings that are used, or designed or intended for use, by any person, in or in connection with the generation of electricity for that person's use and not for supply to any other person; or
  - (ii) any part of any electrical installation,

and for the purposes of this definition, any terms defined in the Electricity Act 1992 have the same meaning in this definition.

**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 or gas.

**Existing Land Agreement** means a Land Agreement entered into before the Effective Date.

**Gas** means natural gas, which meets the New Zealand Specification for Reticulated Natural Gas NZS5442:1990 (as amended or replaced from time to time), that is supplied to a consumer through a distribution system (as that term is defined in the Gas Act 1992), but excludes, to avoid doubt:

- (a) LPG; and
- (b) CNG for transportation purposes.

**Gas Lines Company** means a member of the Electricity and Gas Complaints Commissioner Scheme that operates pipelines for the conveyance of Gas and provides line function services to any person

(including to itself as a Gas retailer), including the conveyance of Gas by means of Gas Transmission Pipelines. A Gas Lines Company may also be a Gas retailer.

**Gas Pipelines** means any equipment that is used in, or in connection with, the conveyance of Gas.

**Gas Transmission Lines Company** means a company that operates Gas Transmission Pipelines for the purposes of supplying Gas.

**Gas Transmission Pipelines** means any Gas Pipelines that are operated at a gauge pressure exceeding 2000 kilopascals.

**Land** includes any interest or estate in land.

**Land Agreement** means any agreement, including any easement, lease or licence, under which a Lines Company is granted rights by a Land Owner or Land Occupier to access or use any Land, other than a Consumer Contract.

**Land Code** means this Land Code of Practice, which comprises Schedule CB of the Constitution for the Electricity and Gas Complaints Commissioner Scheme, as amended or substituted from time to time by the Council.

**Land Occupier** means, in relation to Land, an inhabitant occupier of the Land, or any person who has a right to occupy the Land by virtue of a lease, sub-lease or licence granted by the Land Owner or another Land Occupier entitled to so grant.

**Land Owner** means:

in relation to Land that is held under:

- (a) the Land Transfer Act 1952, the person(s) that own(s) the Land in fee simple;
- (b) the Land Act 1948, means the Crown; and
- (c) any other statute, means the legal or beneficial owner of the Land (as appropriate) as specified in that statute.

**Legislation** includes any statute, regulation or Order in Council.

**Lines Company** means an Electricity Lines Company or a Gas Lines Company.

**Lines Equipment** means Electricity Works and Gas Pipelines, as the case may be.

**New Land Agreement** means a Land Agreement entered into on or after the Effective Date.

CB3.2 Any term that is defined in the Constitution for the Electricity and Gas Complaints Commissioner Scheme and used in this Code, but not defined in this Code, has the same meaning as in the Constitution.

**CB4. SCOPE OF THE LAND CODE**

- CB4.1 Every Lines Company must comply with the Land Code from the Effective Date, and must also ensure that their employees, contractors and other permitted representatives comply with the obligations contained in the Land Code.
- CB4.2 Subject to Clauses CB5.3 and CB5.4, the Land Code applies to the exercise by Lines Companies of their rights of access to Land under Legislation and Land Agreements and the actions of their staff and contractors while on the Land. The Land Code applies regardless of whether the Lines Equipment on the Land was in existence or operational before or after the Effective Date. However, the Land Code does not apply in the circumstances arising in connection with or leading to the types of disputes listed in Clause 1.3 of the Constitution for the Electricity and Gas Complaints Commissioner Scheme.

**CB5. THE LAND CODE, LAND AGREEMENTS AND LEGISLATION**

- CB5.1 Certain legal rights and obligations of Land Owners, Land Occupiers and Lines Companies in respect of access to, use of, and behaviour on Land are set out in Land Agreements, and:
- (a) For Electricity Lines Companies, in the Electricity Act 1992 (and associated Legislation<sup>1</sup>); and
  - (b) For Gas Lines Companies, in the Gas Act 1992 (and associated Legislation).
- CB5.2 Subject to Clauses CB5.3 and CB5.4, this Land Code sets out the minimum standards that Land Owners and Land Occupiers can expect in their dealings with a Lines Company in the exercise of the particular rights and in undertaking the particular obligations set out in Land Agreements and Legislation.
- CB5.3 In relation to Land Agreements:
- (a) if a Land Agreement provides for terms or conditions additional to, or more favourable to the Land Owner or Land Occupier than, those set out in the Land Code, the Lines Company must comply with the additional or more favourable terms or conditions of the Land Agreement;
  - (b) in the case of any ambiguity as to the meaning of a term or condition of a Land Agreement, the relevant provisions of the Land Code will apply to resolve that ambiguity; and
  - (c) if a Land Agreement provides for terms or conditions less favourable to the Land Owner or Land Occupier than those set out in the Land Code, the Lines Company need only comply with the lesser or less favourable terms of the Land Agreement, but in the case of a New Land Agreement, only if the specific provisions of the Land Code that do not apply are stated in the New Land Agreement.

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<sup>1</sup> Such as the Electricity (Hazards from Trees) Regulations 2003.

- CB5.4 In relation to Legislation:
- (a) if Legislation provides for obligations on a Lines Company additional to, or more favourable to the Land Owner or Land Occupier than, those set out in the Land Code, the Lines Company must comply with the additional or more favourable obligations in the Legislation;
  - (b) if Legislation provides for obligations on a Lines Company less favourable to the Land Owner or Land Occupier than those set out in the Land Code, the Lines Company need only comply with the less favourable obligations in the Legislation; and
  - (c) the obligations of a Lines Company under this Land Code shall otherwise apply to the fullest extent permitted under the Legislation.

**CB6. LINES COMPANY OBLIGATIONS UNDER THE LAND CODE**

- CB6.1 Transpower New Zealand's obligations under the Land Code are set out in Appendix A "Transpower's Commitment to Land Owners and/or Occupiers and the Community (The Charter)". For Gas Transmission Lines Companies, to the extent that they operate Gas Transmission Pipelines, the obligations are set out in Appendix B "Gas Transmission Lines Companies' Obligations under the Land Code".
- CB6.2 The exclusions in Clause 1.3 of the Constitution for the Electricity and Gas Complaints Commissioner Scheme and the definition of "Land Complaint" in the Constitution apply to the Charter. As a result, complaints about some of the obligations in the Charter cannot be considered by the Commissioner under the Scheme, notwithstanding their inclusion in the Charter.
- CB6.3 The obligations under the Land Code set out in this Clause CB6 apply to all other Lines Companies but not to Transpower or Gas Transmission Lines Companies, to the extent that the Gas Transmission Lines Companies operate Gas Transmission Pipelines.
- CB6.4 In carrying out any work on particular Lines Equipment, Lines Companies will take reasonable steps to minimise any direct impacts on the Land on which the Lines Equipment is situated, or that is near the Lines Equipment. However some direct impact to Land while work is being carried out may be inevitable.
- CB6.5 Subject to Clause CB6.10, Lines Companies undertake to consult to the extent possible in the circumstances with Land Owners or Land Occupiers, as appropriate, before entering Land. In consulting, Companies will:
- (a) Make reasonable efforts to identify the relevant Land Owner or Land Occupier;
  - (b) Identify the work they intend to carry out;
  - (c) Advise the Land Owner or Land Occupier of the matters set out in Clause CB6.7 (unless already advised when notice given); and

- (d) Consider any concerns of Land Owners or Land Occupiers, as appropriate, and accommodate these if practical.

For the avoidance of doubt, consultation can occur after the Lines Company has given notice to the Land Owner or Land Occupier, as appropriate, to enter the Land. Lines Companies are not required by reason of the obligations in this Clause to delay entry onto the Land by more than 15 working days from the date notified.

- CB6.6 Subject to Clause CB6.10, the Lines Company (or their contractors or agents) must give at least 10 working days notice of their intention to enter the Land to undertake construction, upgrade, repair or maintenance work to the Land Owner or Land Occupier (as appropriate). In meeting this obligation, Lines Companies will take all reasonable measures to identify the relevant Land Owner or Land Occupier.

Subject to Clause CB6.10, the Lines Company (or their contractors or agents) must give reasonable prior notice of their intention to enter the Land to inspect or operate the Lines Equipment to the Land Owner or Land Occupier (as appropriate). In meeting this obligation, Lines Companies will take all reasonable measures to identify the relevant Land Owner or Land Occupier.

- CB6.7 Subject to Clause CB6.10, notices must specify:

- (a) Location of the proposed entry and work;
- (b) Reasons for the entry and nature of the work to be undertaken;
- (c) Date and time of the proposed entry;
- (d) Length of time that the Lines Company expects to be on the Land; and
- (e) Contact details of the Lines Company's authorised representative for follow-up communications in respect of the proposed work.

Notices of intention to enter the Land to undertake construction, upgrade, repair or maintenance work must be conveyed in writing (not electronically). Notices of intention to enter Land to inspect or operate Lines Equipment may be conveyed in writing (not electronically) or verbally.

- CB6.8 In entering land, Lines Companies must take reasonable steps to minimise inconvenience to the Land Owner or Land Occupier and must comply with the reasonable requirements of the Land Owners or Land Occupiers (as appropriate), including (but without limiting the ability of Land Owners or Land Occupiers to impose reasonable requirements):

- (a) The time of entry (unless this is not possible due to an Emergency Situation);
- (b) Leaving gates as found;
- (c) Driving in a safe manner and taking reasonable steps not to disturb stock; and
- (d) Avoiding access through specific areas unless necessary to access the Lines Equipment,

but Lines Companies are not required to delay entry onto the Land by more than 15 working days or to pay any money or other consideration (apart from compensation for actual damage caused) by reason of the obligations in this Clause.

- CB6.9 Lines Companies must ensure that their authorised representatives who enter or intend to enter land:
- (a) Carry identification that shows they are authorised representatives of the Lines Company and present this identification on request;
  - (b) Identify themselves to the Land Owner or Land Occupier before entering land, unless this is not practicable; and
  - (c) Act courteously, considerately and professionally at all times, answer any queries from Land Owners or Land Occupiers and do their best to comply with any reasonable requests made by Land Owners or Land Occupiers.
- CB6.10 The Lines Company is not required to give notice as required in Clauses CB6.6 and CB6.7 or consult under Clause CB6.5 if access to the Lines Equipment is necessary due to an Emergency Situation.
- CB6.11 If it is not possible for the Lines Company to give notice to the Land Owner or Land Occupier (as appropriate) before entering Land, the Lines Company will advise the Land Owner or Land Occupier (as appropriate) of the times they accessed the Land, and the work they carried out, as soon as reasonably practicable afterwards and in no case later than 5 working days after entry.
- CB6.12 If, in carrying out any work, the Lines Company causes damage to Land, the Lines Company must restore the Land to as close as reasonably possible to the condition it was in prior to commencement of the work or pay compensation to the Land Owner or Land Occupier (as appropriate) in accordance with the Lines Company's legal or contractual obligations. If it is likely that carrying out the work proposed could result in significant damage to the Land, the Lines Company must make a record of the condition of the Land prior to commencement of the work and verify this record with the Land Owner or Land Occupier (as appropriate).
- CB6.13 The Lines Company undertakes to respond to enquiries from Land Owners or Land Occupiers (including as to the likely impact of the work on the Land) as soon as reasonably possible and, where requested, provide Land Owners or Land Occupiers with information on any Lines Equipment installed on the Land Owner's or Land Occupier's Land.
- CB6.14 Each Lines Company must identify on their company website, and in any relevant published material available to Land Owners and Land Occupiers, an appropriate contact person who can deal with land-related issues on behalf of the Lines Company.

## **CB7. COMPLAINTS RELATING TO THE LAND CODE**

- CB7.1 Only the Lines Company and the Electricity and Gas Complaints Commissioner can deal with complaints relating to the Land Code.

CB7.2 Lines Companies must:

- (a) Provide a free, accessible, fair and effective internal process for handling complaints;
- (b) Upon request, provide information to Land Owners and Land Occupiers about how and within what timeframe their complaint will be responded to, along with information about the Lines Company's complaint handling process;
- (c) Provide adequate trained resources for their internal complaints handling process;
- (d) Provide for appropriate remedies to Land Owners and Land Occupiers;
- (e) Review internal complaints handling process regularly; and
- (f) Inform Land Owners and Land Occupiers about their right to refer their complaint to the Electricity and Gas Complaints Commissioner if their complaint is not resolved by the Lines Company.

CB7.3 Where a complaint has been made by a Land Owner or Land Occupier to the Lines Company or the Electricity and Gas Complaints Commissioner about work to be undertaken in what a Lines Company reasonably believes is an Emergency Situation, the Lines Company can still enter the Land Owner or Land Occupier's Land and undertake the required work, despite the complaint.

CB7.4 Where a complaint has been made by a Land Owner or Land Occupier to the Lines Company or the Electricity and Gas Complaints Commissioner about work to be undertaken in situations other than Emergency Situations, the Lines Company will attempt to defer the date of entry to the extent that this is reasonably possible and will not involve the Lines Company incurring significant expense. If such deferral is not reasonably possible, the Lines Company will be entitled to enter the land, despite the complaint.

## **CB8. ELECTRICITY AND GAS COMPLAINTS COMMISSIONER SCHEME**

CB8.1 This Land Code of Practice is part of the Electricity and Gas Complaints Commissioner Scheme. In addition to dealing with Consumer Complaints, the Scheme is designed to create a forum where Land Owners and Land Occupiers can access an independent dispute resolution service for certain complaints about Lines Companies in relation to this Land Code.

CB8.2 The purpose of the Electricity and Gas Complaints Commissioner Scheme is to provide a service that is:

- (a) Free to Consumers, Land Owners and Land Occupiers;
- (b) Accessible;
- (c) Fair;
- (d) Effective;
- (e) Accountable; and

(f) Independent.

**CB9. PRIVACY**

CB9.1 Lines Companies must protect the privacy of information relating to Land Owners and Land Occupiers, consistent with the Privacy Act 1993.

**CB10. OVERSIGHT AND REVIEW OF THE LAND CODE**

CB10.1 The Electricity and Gas Complaints Commission is responsible for overseeing and reviewing the Land Code.

**CB11. ENFORCEMENT OF THE LAND CODE**

CB11.1 The Land Code is not intended to create any rights enforceable by a Land Owner, Land Occupier or other person against a Company under the Contracts (Privity) Act 1982.

**APPENDIX A OBLIGATIONS FOR TRANSPOWER NEW ZEALAND LIMITED UNDER THE  
LAND CODE**

**CB12. TRANSPOWER'S COMMITMENT TO LAND OWNERS AND/OR OCCUPIERS AND THE  
COMMUNITY ("THE CHARTER")**

The Charter comprises fourteen specific commitments to land owners, occupiers of land and communities within which Transpower operates.

- CB12.1 Transpower is committed to ensuring that the national grid provides a reliable supply of electricity for the benefit of all New Zealanders.
- CB12.2 Transpower will comply with all applicable Acts and Regulations including the Resource Management Act 1991, the Electricity Act 1992, the Electricity Regulations 1997 and the Electricity (Hazards from Trees) Regulations 2003.
- CB12.3 Transpower will explain to interested groups and individuals the need for new transmission investment at the commencement of its consultation process.
- CB12.4 Consultation with affected land owners and/or occupiers and their communities will be a central element of major grid upgrades or new transmission line projects undertaken by Transpower. Stakeholders will be consulted at a stage early enough that the results of consultation can be considered in the design of the project.
- CB12.5 Transpower acknowledges that transmission projects can result in adverse environmental effects. It will use best practice techniques to assess and manage environmental impacts at an early stage of a project.
- CB12.6 Transpower will actively investigate and implement reasonable measures to mitigate adverse environmental impact of transmission projects.
- CB12.7 Transpower will negotiate easements for new transmission works and pay the land owner appropriate consideration in return for the easements. Where proposed new transmission work restricts the normal use of the land, Transpower will negotiate compensation with the land owner concerned.
- CB12.8 Transpower is responsible for the maintenance and operation of its transmission lines. Consequently the cost associated with meeting this responsibility will be met by Transpower. Transpower will maintain, to its standards, tracks that provide it with access to its works.
- CB12.9 Transpower will ensure that vegetation growing in the vicinity of its lines that could pose a threat to the continuity of supply, or safe operation of its assets, now and in the future is cut, trimmed or felled. Transpower may achieve this by issuing cut or trim notices under the Electricity (Hazards from Trees) Regulations 2003.
- CB12.10 Transpower undertakes to consult with affected land owners and/or occupiers over the timing of entry, points of entry, method of entry, access routes, location of any facilities required for temporary storage of equipment and any other works necessary.

- CB12.11 Transpower will give the required notice to affected land owners and/or occupiers prior to entering land to inspect, operate, or maintain its transmission assets unless alternative arrangements have been made. In giving notice, Transpower will take reasonable steps to minimise disturbance to land owner and/or occupier operations. Occasionally under Emergency Situations the notice may need to be given after the entry as provided in the Electricity Act.
- CB12.12 Employees, contractors and agents of Transpower will provide evidence when requested of their authority to enter land and appropriate identification.
- CB12.13 Transpower will repair any damage to land, reinstating it to its previous condition where its employees, contractors or agents cause this, or if necessary, compensate individual land owners and/or occupiers where reinstatement is not possible. Before any material work has begun, Transpower will take a record of the condition of any affected property. The land owner and/or occupier will be given an opportunity to confirm its accuracy.
- CB12.14 In designing and operating transmission lines, Transpower will comply with the International Commission on Non-Ionizing Radiation Protection (ICNIRP) guidelines for electric and magnetic fields as recommended by the Ministry of Health.

**APPENDIX B      GAS TRANSMISSION LINES COMPANIES' OBLIGATIONS UNDER THE LAND  
CODE**

**CB13.    GAS TRANSMISSION LINES COMPANIES' OBLIGATIONS**

- CB13.1 Gas Transmission Lines Companies will take all practicable steps to notify any occupier of any piece of land through, on or under which a pipeline passes of their intention to enter the land to undertake operational and/or maintenance works.
- CB13.2 Gas Transmission Lines Companies will send a standard written notice to occupiers of planned routine inspections for operational or maintenance work. This includes fence post painting, replacing missing or damaged warning signs, corrosion prevention surveying and foot patrol inspection of the pipeline easement.
- CB13.3 For any proposed work where vehicle access is required and/or the surface of the land is to be disturbed then notification must be conveyed either in writing or verbally and should specify:
- (a) Location of proposed work;
  - (b) Nature of the work;
  - (c) Date and time of proposed entry;
  - (d) Length of time the Gas Transmission Lines Company expects to be on the land; and
  - (e) Contact details of the Gas Transmission Lines Company representative for follow-up communications in respect of the proposed work.
- CB13.4 Gas Transmission Lines Companies will have regard to the reasonable requirements of occupiers or controlling authorities regarding access and timing of the work.
- CB13.5 Gas Transmission Lines Companies will take all reasonable steps to minimise damage to the surface of the land and to minimise any disruption and disturbance to the occupiers' use of the land as is reasonably consistent with the nature of the proposed operational and maintenance works.
- CB13.6 Gas Transmission Lines Companies will reinstate disturbed areas to as near as is practicable to the conditions present prior to the work. If this is not possible, the Gas Transmission Lines Company will meet the reasonable costs of restoring any damage caused to the surface of the land or any fences.
- CB13.7 The Gas Transmission Lines Company is not required to give notice under Clause CB13.1 if access to the gas pipeline is necessary:
- (a) In circumstance of probable danger to life or property; or
  - (b) To maintain the continuity or safety of the conveyance of gas; or
  - (c) In any other Emergency Situations.

