

Service Standards and Refund Policy

This policy set out the Service Standards the Distributor (Network Tasman) expects to achieve when providing Distribution Services and conditions under which a Trader or Customer is entitled to a refund, including:

- Service Standards that the Distributor must meet;
- Service Levels that apply to each Service Measure; and
- conditions that apply to any Service Measures; and
- if the Distributor must make a Service Guarantee Payment in the event that it fails to meet any of those Service Standards, the value of the Service Guarantee Payment or how the Service Guarantee Payment must be calculated.
- Circumstances under which a Trader or Customer is entitled to a refund.

1. Service Standards

If a Trader becomes aware of, or suspects that the Distributor has breached of the Service Standards, the Trader must give the Distributor notice of the reasons why it suspects that there has been a breach.

If the Distributor breaches a Service Level, it must notify the Trader as soon as reasonably practicable and no later than 10 Working Days after becoming aware of the breach. The notification must include:

- (a) the ICP identifier(s) or the Network locality affected by the breach; and
- (b) the reason for the breach.

If the Distributor breaches a Service Level that is subject to a Service Guarantee Payment, it must notify the Trader as soon as reasonably practicable and no later than 10 Working Days after becoming aware of the breach. The notification must include:

- (a) the ICP identifier of each ICP affected and the Service Guarantee Payment owed by ICP and in total (if applicable);
- (b) the reason for the breach; and
- (c) a Credit Note or order number (if the Trader requires a Tax Invoice from the Distributor for the amount payable in respect of the breach, the Distributor must send the Tax Invoice in the next payment cycle).

If the Distributor makes a Service Guarantee Payment in respect of an ICP, the Trader must pass that payment on to the relevant Customer or Customers but may deduct an amount that reflects its reasonable cost of administering the payment.

The parties acknowledge that the Service Guarantee Payments are set at a level to provide reasonable compensation to affected Customers in respect of the Distributor’s failure to meet the relevant Service Level, and are not a penalty.

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>
1. UNCONTROLLED ELECTRICITY SUPPLY CATEGORY		
1.1 24 hour Continuous Supply	Supply is, in normal supply circumstances, continuously available 24 hours each day.	If a Customer has elected to receive 24 hour Continuous Supply and is charged on the basis of the relevant uncontrolled supply Price Category or Price Option, the Distributor must maintain continuous electricity supply in accordance with this Agreement.
2. CONTROLLED ELECTRICITY SUPPLY CATEGORIES		
2.1 Controlled Supply	Supply is, in normal supply circumstances, available for the time periods described in the relevant Price Category or Price Option.	If a Customer has elected a Controlled Load Option or Other Load Control Option the Distributor may control the relevant part of the Customer's load for a maximum period permitted by the relevant Price Category or Price Option (subject to any eligibility criteria and other associated requirements relating to that Price Category or Price Option).

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
3. SERVICE INTERRUPTIONS			
3.1 Time period for restoration of supply: Unplanned	The Distributor must:	For the purpose of this Service Measure:	\$50 (including GST) in respect of each Group 1 ICP (up to 15 kVA)

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
<p>Service Interruptions as a consequence of a <u>general network fault</u>.</p>	<p>Urban: restore supply within 6 hours following notification of an Urban Unplanned Service Interruption;</p> <p>Rural: restore supply within 10 hours following notification of a Rural Unplanned Service Interruption; and</p> <p>Remote Rural: restore supply within 12 hours following notification of a Remote Rural Unplanned Service Interruption.</p>	<p><i>Urban</i> means:</p> <ul style="list-style-type: none"> • Atawhai • Nelson • Tahunanui • Annesbrook • Stoke • Richmond • Hope • Brightwater • Wakefield • Motueka Township • Takaka Township • (Generally within those areas where roads have 50 kph speed restrictions); <p><i>Rural</i> means all areas other than Urban and Remote Rural; and</p> <p><i>Remote Rural</i> means the West Haven Feeder.</p>	<p>directly affected by the Unplanned Service Interruption to the extent the Service Level is not met, plus a further \$50 (including GST) for each complete 24hr period in excess of the time limit, subject to the general limit of liability.</p> <p>\$4.00 (including GST) per kVA of contracted supply capacity in respect of each Group 2 ICPs directly affected by the Unplanned Service Interruption to the extent the Service Level is not met, plus a further \$4.00 (including GST) per kVA of contracted supply capacity for each completed 24hr period in excess of the time limit, subject to the general limit of liability.</p>

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
			<p>However, the Distributor does not need to pay a Service Guarantee payment in the following situations:</p> <ul style="list-style-type: none"> • A substantial third-party or weather-related damage to the Network (e.g. affecting 3 or more poles on a line); • an Unplanned Service Interruption caused by the Transmission Provider, unless the Distributor has obtained an appropriate Service Guarantee from the Transmission Provider; • a Force Majeure Event; • the Distributor being prevented from making repairs (e.g.

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
			by police at accident scene).
<p>3.2 Time period for restoration of supply: Unplanned Service Interruptions caused by an ICP service fuse failure unless caused by Customer's load.</p>	<p>The Distributor must:</p> <p>Urban: restore supply within 3 hours following notification of an Urban Unplanned Service Interruption;</p> <p>Rural: restore supply within 6 hours following notification of a Rural Unplanned Service Interruption; and</p> <p>Remote Rural: restore supply within 8 hours following notification of a Remote Rural Unplanned Service Interruption.</p>	<p>For the purpose of this Service Measure:</p> <p><i>Urban</i> means:</p> <ul style="list-style-type: none"> • Atawhai • Nelson • Tahunanui • Annesbrook • Stoke • Richmond • Hope • Brightwater • Wakefield • Motueka Township • Takaka Township • (Generally within those areas where roads have 50 kph speed restrictions); <p><i>Rural</i> means all areas other than Urban and Remote Rural; and</p> <p><i>Remote Rural</i> means the West Haven Feeder.</p>	<p>\$50 (including GST) in respect of each Group 1 ICP (up to 15 kVA) directly affected by the Unplanned Service Interruption to the extent the Service Level is not met, plus a further \$50 (including GST) for each complete 24hr period in excess of the time limit, subject to the general limit of liability.</p> <p>\$4.00 (including GST) per kVA of contracted supply capacity in respect of each Group 2 ICPs directly affected by the Unplanned Service Interruption to the extent the Service Level is not met, plus a</p>

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
			<p>further \$4.00 (including GST) per kVA of contracted supply capacity for each completed 24hr period in excess of the time limit, subject to the general limit of liability.</p> <p>However, the Distributor does not need to pay a Service Guarantee payment in the following situations:</p> <ul style="list-style-type: none"> • A substantial third-party or weather-related damage to the Network (e.g. affecting 3 or more poles on a line); • an Unplanned Service Interruption caused by the Transmission Provider, unless the Distributor has obtained an appropriate Service Guarantee from the

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
			Transmission Provider; <ul style="list-style-type: none"> • a Force Majeure Event; • the Distributor being prevented from making repairs (e.g. by police at accident scene).
3.3 Frequency of Service Interruptions and short interruptions at ICPs.	Urban: No more than 4 per annum recorded by the Distributor or reported by the Consumer; Rural: No more than 10 per annum recorded by the Distributor or reported by the Consumer; and Remote Rural: No more than 20 per annum recorded by the Distributor or reported by the Consumer.	Includes cessation of supply to a Consumer of less than 1 minute to the extent advised by that Consumer, but excludes subsequent interruptions that relate to an intermittent system fault and auto-recloser operations. Includes Transmission Interruptions. Urban, rural and remote defined as above.	Not applicable

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
3.4. SAIDI, SAIFI, and CAIDI (distribution network only).	The Distributor will provide to the Retailer annually the 5 year data and latest year's data at network level for: System Average Interruption Duration Index (SAIDI); System Average Interruption Frequency Index (SAIFI); and Customer Average Interruption Frequency Index (CAIDI).	Targets are disclosed annually in the Distributor's AMP. Historic data and performance against targets are reported in Network Tasman's annual Information Disclosure reports. Feeder level information is also provided in AMP and updated annually.	Not applicable
4. POWER QUALITY			
4.1 Electricity of acceptable quality	The supply of electricity will be: <ul style="list-style-type: none">• as safe as a reasonable consumer would expect it to be;• as reliable as a reasonable consumer would expect supply to that place to be; and• of a quality that can consistently be used for the things a reasonable consumer would expect to use electricity for.	For the purpose of this Service Measure: <ul style="list-style-type: none">• a standard of a "reasonable consumer" will be determined by reference to the Consumer Guarantees Act 1993; and• the supply of electricity will not fail to comply with this Service Measure or any Service Level in any of the circumstances described in section 7A(4) of the Consumer Guarantees Act 1993.	Not applicable

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
4.2 Frequency of sags at ICPs (to less than 80% of normal voltage).	<p>Urban: No more than 30 per annum recorded by the Distributor or reported by the Consumer;</p> <p>Rural: No more than 50 per annum recorded by the Distributor or reported by the Consumer; and</p> <p>Remote rural: No more than 60 per annum recorded by the Distributor or reported by the Consumer.</p>	<p>Measurement will be triggered by notification of voltage sags under the ‘Power quality and Service Interruption’ Service Measure.</p> <p>Urban, rural and remote rural as defined above.</p>	Not applicable
4.3 Steady State Voltage Range at ICPs.	± 6% of nominal at Point of Connection to the Network.	Measurement will be triggered by notification of a voltage sag under the ‘Power Quality and service interruption investigation’ Service Measure.	Not applicable
5. INVESTIGATIONS OF CUSTOMER COMPLAINTS			
5.1 Power quality, reliability and safety investigations	The Distributor after receiving notification from the Trader or a Customer of a complaint about the quality of the supply of electricity, will take such steps as the Distributor considers	For the purpose of this Service Measure, a power quality problem will be assessed by reference to section 7A of the Consumer Guarantees Act 1993.	\$50 for exceeding any timeframe specified in the Service Level.

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
	<p>reasonable and appropriate in the circumstances to investigate the concern, and the Distributor will advise the Customer and Trader (as applicable) of the results of the investigation. The response must indicate the Distributor's findings related to the complaint and, if a problem is confirmed, the Distributor's proposed remedy. If the investigation cannot be completed within that timeframe, the Distributor will provide an estimate of the time it will take to complete such an investigation and the reason for requiring extra time.</p>		
<p>5.2 Safety Events Affecting Consumers</p>	<p>Prompt advice and investigation of any instance where Distributor becomes aware of an event that has caused or has the potential to cause a health and safety incident affecting one or more Consumers. E.g reverse</p>		<p>Not applicable</p>

<i>SERVICE MEASURE</i>	<i>SERVICE LEVEL</i>	<i>CONDITIONS</i>	<i>SERVICE GUARANTEE PAYMENT</i>
	polarity, fire at property, electrical shock etc.		

2. Refund of charges

If as a consequence of a fault on the Network (not being a Force Majeure Event) there is a continuous interruption affecting a Customer's Point of Connection for 24 hours or longer and the Trader within 60 days of the interruption, in writing:

- a) requests the Distributor (Network Tasman) to refund the charges paid by the Trader to the Distributor in respect of the ICP or ICPs for that Customer for the number of complete days during which the loss of supply by the Customer continued;
- b) provides evidence to the Distributor's satisfaction (acting reasonably) that such ICP or ICPs suffered a loss of supply for the period claimed; and
- c) undertakes to the Distributor that the refund of such charges will be passed on in full by the Trader to the relevant Customer as soon as reasonably practicable following receipt by the Trader of the refund from the Distributor,

The Distributor must, within 10 Working Days of receipt of the request, information and undertaking required by clause 9.10(b), issue a Credit Note and refund for the relevant charges paid by the Trader in respect of the ICP or ICPs for that Customer for the number of complete days that the Trader evidences (to the Distributor's satisfaction) that supply was lost.