



| Clause | Recorded Term | Trader 1 Comments | Trader 2 Comments | Trader 3 Comments | Trader 4 Comments | Trader 5 Comments | Trader 6 Comments | Trader 7 Comments | Electra Response to Traders Comments | Action to be taken for V1.02 of the DDA | | |
|------------------|---|---|--|-------------------|-------------------|-------------------|---|-------------------|--|---|--|---|
| General Comments | Electra has tracked the evolution of various DDA's in the development of the Electra DDA. | <p>It is noted that changing "must" to "will" introduces inconsistency between core terms which use "must" and Electra's draft DDA recorded terms and operational terms which mostly use "will". It is our understanding that "must" indicates a requirement (i.e. must happen), whereas "will" indicates a prediction of future action with less certainty. This is likely to be particularly emphasised given the difference in terminology in the core terms and recorded terms.</p> <p>In the absence of any explanation as to why Electra has used the term "will" as opposed to "must" where the obligation is a requirement, our preference is that a consistent approach is adopted, and "will" is amended to "must" throughout.</p> | Accept | | | | | | <p>a. The contract uses 'must' for specific obligations through all the standard text, and 'will' in other places. And in places where the Distributor will do something, while the Trader must do others. This is incongruent and an unnecessary differentiation.</p> | Accept | <p>The use of "will" in place of "must" was inadvertent. It is our preference to align with the DDA and accordingly have gone through the draft DDA, and where appropriate have changed "will" to "must".</p> <p>When drafting V1.05 of our DDA we discovered that we had inadvertently missed including clause 13.3 in our DDA.</p> <p>The use of "Customer Contract" in place of "Customer Agreement" was inadvertent. It is our preference to align with the DDA and accordingly have gone through the draft DDA, and where appropriate have changed "Customer Contract" to "Customer Agreement".</p> | <p>"Will" was replaced with "must" in the following clauses:</p> <ul style="list-style-type: none"> • 4.8 • 4.11 • 5.7 • 5.8 • 9.10 <p>Schedule 1, Table 1: Service Standards</p> <ul style="list-style-type: none"> • Schedule 4 • Schedule 5 • Schedule 6 • Schedule 8 <p>Add clause 13.3 as per Schedule 12A.4 of the Code to our draft DDA.</p> <p>Please note that the Table of contents numbering is not accurate and will be updated for the final version of the DDA.</p> <p>"Customer Contract" was changed to "Customer Agreement" in the following clauses:</p> <ul style="list-style-type: none"> • 24.9(a)(i) • 56.9 • 56.13 • 56.14(a)(i) • 56.21 |
| 4.12 | <p>Trader's remedy: Except as provided in clause 9.10, the Trader's only remedy if the Distributor fails to meet the timeframes in clause 4.11 is recovery of a Service Guarantee in accordance with</p> | <p>We note that Electra's draft DDA has not included Service Guarantee Payments for failure to meet performance targets which are provided in Schedule 3 of its current UoSA with Trader 1, and Schedule 3 of its current standard UoSA on the Electra website, nor has it provided any rationale for no longer offering Service Guarantee Payments in its draft DDA.</p> <p>While we acknowledge Electra's position on Service Guarantee Payments may have changed, that may change again in future. We make further comments on this and suggest a way of retaining flexibility for any future changes of policy.</p> <p>With regards to "Except as provided in clause 9.10", please refer to our comments below regarding clause 9.10 "Refund of charges".</p> <p>We suggest Electra retain the DDA template example clause 4.12 to ensure flexibility should Electra decide to offer Service Guarantee Payments in future, but with insertion of the words ", if applicable" after "Schedule 1" to provide context.</p> | <p>Noted</p> <p>Noted</p> <p>Noted</p> <p>Reject</p> | No Comment | No Comment | No Comment | <p>Trader 5 would like to see service guarantee payments available and request the template wording be used here.</p> | Reject | No Comment | No Comment | <p>We appreciate Trader 5's preference for Service Guarantee payments. Electra intends to maintain its current process which is to investigate and respond to service failures on a case by case basis if applicable. For the avoidance of doubt around the issue we have chosen to adopt the following wording: 4.12Trader's remedy: The Distributor's failure to meet its obligations under clause 4.11 will not constitute a breach of this Agreement, and no remedies are available to the Trader in respect of any such failure. For the avoidance of doubt, if no Service Guarantee Payment is set out in Schedule 1, then the Trader shall have no remedy in respect of such failure.</p> <p>While we appreciate Trader 1 comment, Electra will maintain its current process which is to investigate and respond to Service failures on a</p> | <p>4.12Trader's remedy: The Distributor's failure to meet its obligations under clause 4.11 will not constitute a breach of this Agreement, and no</p> |
| 7.3 | <p>We intend to adopt the wording in clause 7.3 of Schedule 12A.4 in our DDA.</p> <p>Price changes: Unless otherwise agreed (a) a cost that is a pass-through cost or a recoverable cost specified in a determination of an input methodology by the Commerce Commission under Part 4 of the Commerce Act 1986 in respect of the services provided by the Distributor; (b) the Distributor providing new Distribution Services or materially changing existing Distribution Services, provided that any proposed Price change must only apply to ICPs affected by the new or changed Distribution Services; or (c) the law.</p> <p>Nothing in this clause prevents the Distributor from decreasing a Price at any time, or from increasing a Price with the agreement of the Trader.</p> | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | <p>A typographical error was made during drafting with 7.3(c) reading 'and the law.' The clause should read '...the law.'</p> | Deleted 'and' from clause 7.3(c). |
| 9.5 | <p>Other Invoices:</p> <p>(a) If applicable, the Distributor may issue the Trader with a Tax Invoice for payment for Additional Services, Service Guarantee payments and any other sums due to the Distributor under this Agreement; and</p> <p>(b) If applicable, the Trader may issue the Distributor with a Tax Invoice for Service Guarantee payments and any other sums due to the Trader under this Agreement.</p> <p>(c) Any Tax Invoice under clause 11.5(a) or (b) will be issued within 10 Working Days of the end of the month to which the Tax Invoice relates.</p> | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | <p>Alpine Energy received feedback on clause 9.5 pointing out that clause 9.5 should include "Credit Notes" as well as Tax Invoices. We agree with the comments provided to Alpine Energy that the clause should include the term "Credit Note" to be consistent.</p> | <p>We have updated clause 9.5(a) and (b) to include the term "Credit Note". We also added the words "...for payment of any..." to clause 9.5(b) so as to make the issuing of other invoices consistent for both the Distributor and Trader.</p> |

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|--------------------|--|---|-----------------------------------|---|---|-------------------|---|-------------------|---|---|
| | <i>(d) The Settlement date for any Tax Invoice issued under clause 11.5(a) or (b) is the 20th day of the month in which the Tax Invoice is received, or if the 20th day of the month is not a Working Day, the first Working Day after the 20th day. In the event the 20th day of the month falls on a local anniversary day in the city specified for the Trader's street address at the start of this agreement, the settlement date will be the 20th day of the month or the last Working Day preceding the 20th day of the month. If the Distributor or the Trader (as the case may be) fails to send a Tax Invoice to the Trader or the Distributor (as the case may be) within 10 Working Days after the last day of the month to which the Tax Invoice relates, the due date for payment will be extended by 1 Working Day for each Working Day that the Tax Invoice is late.</i> | | | | | | | | | |
| 9.10 | Refund of charges : Not Applicable | 9.10 Refund of charges - marked as "Not applicable" Trader 1 considers this obligation should be retained as being appropriate in the event of an extended loss of supply of more than 24 hours to a customer due to a fault on the network, but with a requirement that the trader must pass through to affected customers. We request the DDA template example clause 9.10 be retained with the additional requirement for pass-through. | Reject | No Comment | No Comment | No Comment | Trader 5 requests this clause be included. We believe it is reasonable to expect a refund of distribution service charges where an interruption exceeds 24h due to a Network fault. | Reject | No Comment | No Comment |
| 14.2 | We intend to adopt the wording in clause 14.2 of Schedule 12A.4 in our DDA. Customer concerns about power quality: If a Customer, or the Trader on behalf of a Customer, raises a concern with the Distributor regarding the power quality (i.e. frequency or voltage), reliability or safety of the Customer's supply and the Distributor considers there is reasonable cause to suspect there is a genuine issue regarding power quality, reliability or safety of the Customer's supply, the Distributor must investigate the concern and advise the Customer of the results of the investigation. | 14.2 Customer concerns about power quality If the Trader on behalf of a Customer raises a concern regarding power quality etc, then the Trader must be advised of the results of the investigation to close the loop. This could be instead of or additional to the Distributor advising the Customer. We request insertion of "[and/or Trader on behalf of a Customer, if applicable]" after "advise the Customer". | | No Comment | Noted | No Comment | We propose that the last sentence of this clause is deleted. Electra has already provided itself a wide discretion in respect of the steps required to be taken. This should be a binding obligation. | | No Comment | No Comment |
| 24.5(c)-(g) | <i>(c) any momentary fluctuations in the voltage or frequency of electricity conveyed or nonconformity with harmonic voltage and current levels, or (d) any failure originating within an embedded network, within Transpower's network, or within a generator connected to Transpower's network, or (e) any failure originating with a fault in an embedded generator or distributed generation connection to the Network, or (f) any failure from physical damage to the Network caused by a third party; or (i) from physical damage to the Network, or (ii) configuration of Customer assets on the Customers premises that</i> | 24.5 Distributor not liable We note 24.5 (c)-(g) appears intended to largely reflect Orion's final DDA except that it requires some changes which would probably get picked up during a legal review, and is missing a paragraph at the end of (g): • (c) should end with "; or" instead of "." • (d) and (e) should end with "; or" instead of ", or" • (g)(i) and (g)(ii) should end with "; or" instead of ", or" • (g) should end with "except to the extent that the failure is caused or contributed to by the Distributor not acting in accordance with this Agreement." indented to align with "any failure" so that it applies to all of (g). consistent with (a) and (b). | Noted Accept Accept | No Comment | No Comment | No Comment | Trader 5 requests the following be inserted at the end of the clause: "except to the extent that the failure is caused or contributed to by the Distributor not acting in accordance with this Agreement or Good Electricity Industry Practice." | Accept | No Comment | No Comment |
| 33.2 - Definitions | We intend to adopt the definition as worded in clause 33.2 of Schedule 12A.4 in our DDA. "Default Interest Rate " means the Interest Rate plus 5%; | | No Comment | No Comment | "Default Interest Rate" – For clarity, the words "per annum" should be added after 5%. | Accept | No Comment | No Comment | No Comment | No Comment |
| 33.2 - Definitions | "Interest Rate " means, on any given day, the 3 Month bid rate in the Bank Bill Reference Rates Report published by the New Zealand Financial Markets Association (NZFMA) and applying on or about 10:30 am on the day of calculation. If no such rate is displayed or that report is not available, then the 3 Month bid rate in the Bank Bill Reference Rates Report when the rate was last displayed or, as the case may be, that report was last available. | | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment | No Comment |
| 33.2 - Definitions | "Use of Money Adjustment " means an amount payable at the Interest Rate plus 2% from the date of payment to the date of repayment (in the case of a Credit Note or other repayment) or from the due date of the original invoice to the date of payment (in the case of a Debit Note or other payment) accruing on a daily basis and compounded at the end of every month; | | No Comment | No Comment | "Use of Money Adjustment" – The proposed 0% rate is inconsistent with wash up amounts relating to RM normalised methodology mandated by the Authority effective 1 April 2021 – Our view is that whichever party has the benefit of the money needs to make good with the other impacted party and that they should receive a Use of Money Adjustment as per the EA's proposed definition. | Reject | No Comment | No Comment | No Comment | No Comment |
| Schedule 1 | Service Standards | General "Consumer" or "consumer" needs to be replaced with the defined term "Customer" in multiple places. Electra has chosen to include columns which were in the 2012 model UoS, the industry has moved on since then by removing the columns for "Service performance reporting measure" and "Frequency of reporting" and replacing "Policy" with "Conditions" as being more appropriate. We suggest Electra revert to the columns and column headings consistent with the DDA template. | | S1.1 - Electra propose deleting any obligation to pay Service Guarantee Payments. Service guarantee payment levels have been consulted on, determined and detailed in the codified DDA. Why does Electra propose Service Guarantee Payments are now not applicable when the Electricity Authority clearly believes these payments are applicable/appropriate? | Reject | Reject | Trader 5 would like to see service guarantee payments available where timeframes for service restoration are not met. | Reject | No Comment | No Comment |
| | | | | | | | | | | No changes made |
| | | | | | | | | | Electra will include "and/or Trader on behalf of a Customer, if applicable" after "advise the Customer". | |
| | | | | | | | | | It was our intention to align to Orion's DDA for clause 24.5(c)-(g). We released our draft DDA before Orion completed its consultation and published its final DDA on 23 December 2020. Accordingly we will amend our draft to reflect clause 24.5 (c)-(g) in Orion's final version of its DDA. We have incorporated the intent of Trader 5's suggested change by adopting the wording used by Orion at clause 24.5 "...except to the extent that the failure is caused or contributed to by the Distributor not acting in accordance with this Agreement." The agreement requires that we act in accordance with Good Electricity Industry Practice and accordingly we believe that stating so at clause 24.5 is superfluous. We have made the typo amendments as commented by Trader 1 We have added 'except to the extent that the failure is caused or contributed to by the Distributor not acting in accordance with this Agreement.' to end of clause 24.5. | Updated to align with Orion's clause 24.5 (c)-(g) in its DDA. Amended txt Amended txt |
| | | | | | | | | | | Not to be added the words '...per annum.' to the definition of Default Interest Rate. |
| | | | | | | | | | | No changes made |
| | | | | | | | | | We understand Trader 3s view, however invoices and credit notes are usually settled by the following month and where they are not the amounts tend to be immaterial. Accordingly, we consider that the administrative costs of calculating the Use of Money Adjustment outweighs any gain to either us or the Trader. Accordingly, we have left the definition for Use of Money Adjustment as per our draft DDA unchanged. | No changes made |
| | | | | | | | | | Electra intends to maintain the current process of reviewing service failures on a case by case basis. This includes liaising directly with Customers that have raised a service failure to understand the nature of the failure, so that steps/remediation can be taken if required to reduce the likelihood of a repeat service failure. | No changes made |

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|------------|---------------------|--|-------------------|--|-------------------|---|-------------------|-------------------|--------------------------------------|---|---|--|
| | | <p>S1.1-S1.3 – We note that Electra's draft DDA has not included Service Guarantee Payments for failure to meet performance targets notwithstanding Schedule 3 in its current UoSAs with Trader 1 and Schedule 3 in its current standard UoSAs on its website include Service Guarantee Payments, nor has it provided any rationale for no longer offering Service Guarantee Payments in its draft DDA.</p> <p>While we acknowledge Electra's position on Service Guarantee Payments may have changed, that may change again in future. Electra, consistent with its stated intention in the 16/12/20 email that it wishes to ensure the DDA "is fit for the future", may also wish to include terms that provide flexibility to add, amend, or remove any Service Standards in the future. We recommend Electra consider matching Orion's DDA Schedule 3 clauses S1.1 to S1.10 (with Orion's S1.9 deleted as not relevant to Electra) which provides this flexibility and includes provision for Service Guarantee Payments (which Orion offers)...</p> <p>[Trader 1 provided the wording of Orion's provision for Service Guarantee Payments in its feedback]</p> <p><u>Power quality, reliability, safety, or Service Interruption investigations</u> - This Service Standard should focus on complaints regarding supply to Customers, not about "a problem on the Network".</p> <p>Furthermore, it should also allow for notification from "the Trader or a Customer" and respond to "the Trader and/or Customer (as appropriate)".</p> <p>We also note the Dispute Resolution Scheme is now the "Utilities Disputes Scheme" which replaced "Electricity and Gas Complaints Commission" in 2016, accordingly "Office of the Electricity and Gas Complaints Commission" should be replaced by "Utilities Disputes Scheme".</p> <p>In any event, we see no reason to amend the DDA template example Service Standard 5.1 which is clear and unambiguous, except we accept Electra's proposed inclusion of "Service Interruption" as an addition to the service measure.</p> <p><u>Restoration of supply: Unplanned Service Interruptions –</u> Apart from a preference for Service Guarantee Payments to be retained, we note the words reflect the existing performance targets in Schedule 3 of existing UoSAs that would benefit from some drafting improvements, including: <i>"The Distributor will:</i> <i>For an Unplanned Service Interruption affecting multiple Customers: restore supply within 4 hours of notification to the Distributor's fault dispatch agent; and</i> <i>For an Unplanned Service Interruption affecting a single Customer: fix the fuse within 2 hours of notification to the Distributor's fault dispatch agent."</i></p> <ul style="list-style-type: none"> • "Distributor's Fault Dispatch Agent" is not a defined term, so should read "Distributor's fault dispatch agent" • "Consumer" should be "Customer" (a defined term) • "Retailer" should be "Trader" (a defined term) • It is unnecessary to specify whether notification should come from the Trader or Customer • Suggest insert "Urban/rural" or "whole Network" after "Service area:" for clarity, although "Service area:" could be deleted as it is not really necessary given the service level is the same throughout the Network. <p><u>Restoring hot water supply etc –</u></p> <ul style="list-style-type: none"> • "Consumer" should be "Customer" (a defined term) • "Retailer" should be "Trader" (a defined term) • "Distributor's Fault Dispatch Agent" is not a defined term, so should read "Distributor's fault dispatch agent" | | <p>While performance measures need not be used to establish financial compensation, distributors should report on the quality and timeliness of their communications with retailers and customer notifications, thus establishing some accountability for performance standards. Ultimately, performance measures are for the benefit of electricity consumers.?</p> | | | | | | | | |
| Schedule 2 | Billing information | <p>This schedule should reflect the DDA template example clause 52.1 which is clear and unambiguous, but excluding the sections labelled as Notes and the section relevant only to GXP priced Distribution Services.</p> <p>Electra has not included (c) (i)-(iv) which ensure clarity.</p> <p>It is also noted that 52.4 duplicates a sentence.</p> <p>In the context of the section regarding replacement RM normalised which is a regulated single reporting methodology from 1/4/21 we consider this schedule should set out Electra's intentions (billing policy) regarding processing revision files which is not set out elsewhere.</p> <p>We note the regulated EIEP1 requires that, where used by the distributor for invoicing network charges, traders must provide EIEP1 files for the initial month and all revision months, while the distributor is only required to process EIEP1 files provided by the trader for the initial month 0 and revision month 3.</p> <p>Trader 1 does not currently provide EIEP1 files for revision month 1 to any distributor and has no plans to change this process, and no distributor provides revision invoices for revision month 1. Therefore, as a minimum we would like the DDA to record that the Trader is not required to provide EIEP1 files for revision month 1.</p> <p>For the other months, our preference is for the distributor to only process EIEP1 files for revision months 7 and/or 14 as contemplated by clauses 35(e) and (f) of EIEP1 v11.1, i.e. if requested by the trader or the distributor considers there is good reason to do so.</p> <p>In any event, this schedule should record Electra's intentions for revision months 7 and 14 to ensure clarity.</p> | Accept | No Comment | No Comment | We require reference to RM normalised methodology | Accept | No Comment | No Comment | No Comment | Electra has amended schedule 2 to include clause 2.1 from the default DDA | S2.1 of the default DDA will be added. Duplicate sentence to be removed. |
| | | | | | | <p>52.1 Calculating Tax Invoices for Distribution Service charges:</p> <p>The Trader must provide consumption information to the Distributor, and the Distributor must calculate Distribution Services charges payable by the Trader, in accordance with the following:</p> <p>(a) the Trader must provide to the Distributor all information that the Distributor reasonably requires to enable it to calculate the Distribution Services charges payable by the Trader to the Distributor in accordance with EIEP1, EIEP2 and EIEP3;</p> <p>(b) the Trader must provide the information by the dates and times specified in the relevant EIEP;</p> <p>(c) the parties acknowledge that the Distributor's Pricing Structure is based on the Distributor receiving consumption volume information from the Trader using:</p> <p>(i) the EIEP1 replacement RM normalised reporting methodology for information in respect of mass market ICPs for which the Distributor has specified time-blocked periods for the application of Prices;</p> <p>(ii) summary consumption information as described in EIEP2; and</p> <p>(iii) information in respect of half hour ICPs as described in EIEP3 for which the Distributor has specified half hour metering information for the application of Prices, or where time blocked periods are specified by the Distributor for the application of Prices and the Trader has agreed in writing to the provision of half hour metering information; and</p> <p>(d) the Distributor must calculate the charges based on the Prices that apply to each chargeable quantity to which the Tax Invoice relates.</p> | | | | | | |

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|------------|---|---|-----------------------------|--|---|---|-------------------|--|---|---|--|
| Schedule 5 | Service Interruption Communication Requirements | <p>Unplanned Service Interruptions -</p> <p>Firstly, SS.4 is only relevant to Unplanned Service Interruption calls, so the heading "Planned Service Interruptions" should be after SS.4.</p> <p>Secondly, SS.8 is only relevant to Unplanned Service Interruptions so should be in the section under Unplanned Service Interruptions.</p> <p>Thirdly, and notwithstanding the Distributor may notify affected Customers of Planned Service Interruptions directly which Electra has chosen to do, the requirements around the notification of Planned Service Interruptions to traders using EIEPSA are now regulated (albeit the Authority is yet to regulate a delivery mechanism which we understand will likely be via the Registry while having no impact on distributor processes). Meanwhile the Distributor must notify traders using EIEPSA via email or the IEP hub in accordance with the timeframes set out in EIEPSA (unless alternative timeframes are agreed between the parties). Accordingly, the opening sentence of SS.1 cannot apply to Planned Service Interruptions, and any failure would be a breach of the Code.</p> <p>To improve clarity, it would be helpful if SS.1-SS.4 and SS.8 are restructured along the following lines:</p> <p>SS.1 The Distributor's failure to meet any obligation under clauses SS.2 to SS.6 (or any associated procedural requirements) will not constitute a breach of this Agreement, and no remedies are available to the Trader in respect of any such failure.</p> <p>SS.2 If agreed with the Trader the Distributor will provide the Trader with information about an Unplanned Service Interruption in accordance with clauses SS.2 and SS.3.</p> <p>SS.3 The Distributor will, as soon as reasonably practicable upon becoming aware of an Unplanned Service Interruption, provide the Trader with relevant information that enables the Trader to respond in an informed manner to calls from affected Customers. Such information should include, if known, a description of the reason for the interruption, the area affected and an estimated time for restoration.</p> <p>SS.4 The Distributor will provide the Trader with an update of the status of the Unplanned Service Interruption, as and when deemed appropriate by the Distributor, until a firm restoration time has been advised.</p> <p>SS.5 The Distributor will update the Trader once supply has been restored and there are no known Unplanned Service Interruptions on its Network.</p> <p>SS.7 The Distributor's media communication process will be undertaken for a significant Unplanned Service Interruption as per the Distributor's Emergency Response Plan".</p> <p>and renumber SS.5 to SS.7 as SS.8 to SS.10.</p> <p>Draft DDA SS.7 –</p> <p>Notwithstanding the Distributor may notify affected Customers directly which Electra has chosen to do, the requirements around notifications of Planned Service Interruptions to traders using EIEPSA are now regulated. Accordingly, "when mutually agreed with the Trader" are inappropriate and must be deleted so that SS.7 reads "The Distributor will provide....."</p> | <p>Accept</p> <p>Accept</p> | <p>No Comment</p> | <p>SS.1 It is unclear when the trader and distributor will mutually agree other than in this agreement and we request that references to "if mutually agreed with the Trader" be deleted. We proposed that the sentence should read: "The Distributor will provide notification and updates on Unplanned Service Interruptions as soon as is reasonably practicable ..."</p> <p>SS.2 We request reasonable timelines for obligations. This should not just be for the Distributor's sole discretion. We suggest "such timeframe as the Distributor considers, in its sole discretion, reasonable in the circumstances or that the Trader has reasonably requested given the circumstances."</p> <p>SS.4 Given that the heading is "Planned Service Interruptions" the is a reference to "Unplanned Service Interruption calls..." in the first line should be to "Planned Service Interruptions".</p> <p>SS.6 - Please re-instate the obligation to consider requests to change a planned outage.</p> <p>SS.8 – why is there a reference to a "significant unplanned service interruption" under the heading of "planned interruptions"?</p> <p>EA's drafting for SS.9 and 5.10 (unplanned service interruptions comms) – It is unclear why Electra has not included these sections given the impact of service interruptions on consumers. We consider communicating with customers a basic requirement of the service and what Electra would do anyway to manage its reputation. We also believe there is value in repeating these in this DDA so that Trader 3 contractually has something to benchmark service quality and timing expectations against when/if fielding customer queries.</p> | <p>Accept</p> | <p>No Comment</p> | <p>SS.4 refers to unplanned service interruptions but is located under header "Planned Service Interruptions".</p> <p>SS.6 Trader 5 recommends that Electra notifies customers at least 7 working days prior to outage to allow for postage delays.</p> | <p>Accept</p> | <p>No Comment</p> <p>No Comment</p> | <p>The placement of SS.4 was a drafting error.</p> <p>Moved clause SS.4 to Unplanned Service Interruptions.</p> <p>Electra will continue to notify Customers of planned interruptions via the Electra website and physical posted notifications. Electra will adopt EA default SS.17,SS.18,SS.19</p> <p>The Trader must provide Electra with any Customer Contact information that is held. Name, address & correspondence address, landline number, mobile phone number, email address and Customers contact preferences (e.g. suitable</p> |
| Schedule 6 | Connection policies | <p>General – "Customer Contracts" should read "Customer Agreements" (a defined term) throughout Schedule 6.</p> | <p>Accept</p> | <p>SS.6 – we would like to see reference to the distributor "acting reasonably" (as per the EA's proposed wording) when assessing whether a Network upgrade etc is required.</p> <p>SS.6 – "that the Trader is its Trader" should read "that the Requesting Party is a Customer", consistent with the DDA template SS.6.</p> | <p>Accept</p> | <p>SS.2 - We need to ensure that remote disconnections and Reconnections are a permitted method. The following wording has been accepted by other networks such as Unison and Vector. (c) Temporary Disconnections and associated reconnections (including, for clarity, any Temporary Disconnections and associated reconnections which are carried out remotely in accordance with Good Electricity Industry Practice); (d) Vacant Site Disconnections and associated reconnections (including, for clarity, any Temporary Disconnections and associated reconnections which are carried out remotely in accordance with Good Electricity Industry Practice); and</p> | <p>Noted</p> | <p>SS.6.3 - We understand that Alpine Energy received the comment that it is important that the Distributor confirm with the Trader that they have accepted the customer, we agree that this is sensible. Accordingly we have included of SS.6.3(c) in our DDA.</p> <p>In adding SS.6.3(c) we noted that wording was missing from SS.6.3(a) that added value. Accordingly, we have amended our SS.6.3(a) to align with SS.6.2(a) in Schedule 12A.4 of the Code.</p> <p>SS.6.4 - we agree with Trader 3 that clause 6.4 in our DDA should be consistent with SS.6.4 in Schedule 12A.4 of the Code. Accordingly we have amended the wording at clause 6.4 of our draft DDA.</p> <p>SS.6.5 - Alpine Energy received comments about the words "...the ICP is a new ICP, that the ICP is ready to be electrically connected..." adds no value. Accordingly, we have deleted these words from SS.6.5 of our draft DDA.</p> | <p>Added clause 6.3(c) as per Traders comments to Alpine Energy.</p> <p>Added text "...that is or intends to be a Customer..." to better align SS.3(a) in our DDA to SS.6.2(a) in Schedule 12A.4 of the Code.</p> <p>Updated the wording to match SS.6.4 in Schedule 12A.4 of the Code.</p> <p>Delete the words "...the ICP is a new ICP, that the ICP is ready to be electrically connected..." from clause 6.5.</p> | | |

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|------------------|------------------------------|--|---|--|--|---|-------------------|--|---|---|---|--|
| | | <p>Accordingly, we suggest clause S6.26 be amended to the following (consistent with Vector's final DDA), also making S6.27 redundant:</p> <p>"If the Trader performs a Vacant Site Disconnection and/or associated reconnection it must update the Registry in accordance with the Code. If the Distributor performs a Vacant Site Disconnection and/or associated reconnection it must notify the Trader within 2 Working days of completion of the work and the Trader must update the Registry in accordance with the Code."</p> <p>S6.28(a) – We suggest replacing "a Customer" with "an appropriately authorised Customer" as "Customer" does not work where the Customer is a tenant.</p> <p>S6.28(c) – "the meters" should be replaced by "any Metering Equipment" (a defined term).</p> <p>S6.29 – Please delete "and removing any associated meters" consistent with the DDA template (changed in final version).</p> <p>S6.30 – This clause is redundant (consistent with the DDA template) as the Distributor must update the Registry (in accordance with S6.32) and the Trader will be notified via Registry notifications.</p> <p>S6.31 – The ICP may be used again if there has been an error. We therefore suggest "if" be replaced by "Except in the case of an administrative error, if"</p> | <p>Accept</p> <p>Accept</p> <p>Reject</p> <p>Accept</p> | <p>S6.30 – "The party performing the Decommissioning will notify the other party within 2 Working Days of the Decommissioning having been completed."</p> <p>Trader 2 disagrees with this requirement as it will add additional administrative burden on retailers and is over and above requirements set out in the Code.</p> <p>The Code already specifies timeframes for updating the Registry about decommissions and individual DDAs should not impose requirements that are different from the Code.</p> | <p>Reject</p> <p>Accept</p> | <p>S6.31 This should be qualified in case of administrative errors. We suggest saying "If an ICP has legitimately been given the status of...".</p> | | | | | <p>S6.28(a), which is now S6.26(a) - agree that the term "Customer" is not broad enough and could cause issues where a tenant is not the "Customer". Accordingly, we have amended the wording to include "...an appropriately authorised...".</p> <p>S6.28(c), which is now S6.26(c) - agree that "Metering Equipment" is a better term to use than "meters". Accordingly, we have amended the clause.</p> <p>S6.30, which is now S6.28 - we consider that 5 Working Days notice for a disconnection/reconnection raises safety issues. Accordingly, we have retained the requirement to notify within 2 Working Days.</p> <p>S6.31, which is now S6.29 - agree that as worded the clause could be applied to an ICP and that status was changed due to an administrative error. This would not be to the benefit of the customer or any party to the ICP. Accordingly, we have amended the wording of clause S6.29 to include the words "...legitimately been given...".</p> | <p>Amended wording as per Trader 1 and Trader 3s comments.</p> <p>Amended wording as per Trader 1 comments.</p> <p>Amended the wording to match clause S6.26</p> |
| Schedule 7 | Pricing | <p>The Distributor's pricing methodology is an information disclosure requirement and not relevant to the DDA.</p> <p>The only pricing documents relevant to the DDA are the Distributor's pricing schedule and Pricing Structure (including eligibility criteria for Price Categories and/or Price Options if any). The documents should contain all the information required by traders and pricing analysts to implement the delivery prices. For the avoidance of doubt, traders and their pricing analysts should not have to refer to the pricing methodology document to implement the delivery prices.</p> | | <p>No Comment</p> | <p>Reject</p> | <p>No Comment</p> | <p>No Comment</p> | <p>No Comment</p> | <p>Schedule 7 meets the requirement set out in the EA default agreement. Electra will notify the Trader of any changes to the documentation. Such notification must be made prior to the effective date of any changes, and must identify the changes made in accordance with its obligation under 7.5 of Part 7 of The Code</p> | | | |
| Schedule 8 | Load Management | | <p>No Comment</p> | <p>No Comment</p> | <p>Accept</p> | <p>No Comment</p> | <p>No Comment</p> | <p>No Comment</p> | <p>S8.6(c) - Alpine Energy received the comment that the wording in the DDA is more appropriate than the wording also used in our draft DDA. We agree, and accordingly have amended clause S8.6(c) to read "...Load Signalling Equipment, the Trader and Distributor must first seek to negotiate in good faith to agree suitable terms..."</p> <p>We understand from Alpine Energy that clause S8.9(b) was included in its 2015 UoSA because at the time load control on the network was predominately via ripple control plant which could not differentiate between Traders i.e., load control one ICP and they were all controlled. This is no longer the case for the majority of ICPs as the smart meter roll-out has largely dealt with the issue.</p> | <p>Amended the wording as per Trader 1 comments.</p> <p>We have deleted clause S8.9(b) and amended (c) as the circumstances under which this clause existed are no longer relevant.</p> | | |
| Collateral Terms | Appendix 12A.1, Appendix A-C | <p>For Trader 1 to agree to collateral terms for additional services as Schedules 9 to 12 we expect the terms to be consistent with the default agreement terms in Appendices A, B and C of Part 12A.1 of the Code, albeit the clauses that replicate core terms word for word in the DDA may be omitted.</p> <p>In any event, Electra will note we have suggested below that Schedules 11 and 12 be left blank at this stage, with our preference being that the default agreement Appendix C be adopted in its entirety as a separate agreement to be executed separate to the DDA, subject to agreement of terms for a Data Agreement if relevant (which could be negotiated and executed separately), and similarly a Data Combination Schedule (if relevant). We therefore suggest C1.1 be amended accordingly.</p> | | <p>Trader 3's view is that the appendices should continue to be called Appendix A, B, and C. The purpose of the DDA was to achieve consistency and standardisation across the industry - it is confusing to have these Appendices renamed and included as Collateral Terms as part of Electra's proposed agreement.</p> <p>With that, Trader 3 strongly disagrees with the inclusion of 4 separate schedules to cover what in essence has already been drafted by the EA and requests that Electra replace the 4 schedules with Appendices A – C.</p> <p>Also, Trader 3 does not agree to the inclusion of the proposed collateral term at C1.2 – this is too broad an obligation and an unnecessary addition to Electra's proposed DDA.</p> | <p>Accept</p> | <p>Trader 5 opposes the collateral terms included in the draft DDA. Schedules 9, 10 & 11 are governed by 12A.1 appendices B, A & C respectively and should not be included as collateral terms.</p> | <p>Accept</p> | <p>b. The Schedules 9 -12 should not be incorporated in the DDA. The standard wording in Appendices A-C are adequate, and in particular the industry is still discussing terms of Appendix C. Furthermore, the wording of Schedule 11 in particular is inconsistent with the Code.</p> <p>I am not sure this is appropriate as the Code's wording is the default already and any alternative arrangement needs both Alpine and Trader 7 to agree to (as per 12A.1 clause 7 (4)). Have you had any advice from the EA on this? Our belief is that DDA is the fall back position if we don't agree on alternative terms, and as such, there are only certain terms that can be amended.</p> <p>Our intention is that we won't agree to any changes to the wording of Appendix A B and C and would be looking to retain The Code wording in that regards. By amending this in the DDA you restrict our ability to access the default terms and I don't believe this was the EA's intention on these specific parts of the code.</p> | <p>Remove Schedules 11 to 12 and have these as standalone agreements that align to Appendix 12A.1 of the DDA.</p> | | | |
| Schedule 9 | Electra Trust | <p>Trader 1 offered comprehensive comments to our proposed Schedule 9 and the issue of confidential information, which have generally been adopted</p> | | | <p>I have concerns that under the guise of energy efficiency that customer information could be used for competitive purposes. Therefore, we would want the inclusion of additional protection as outlined</p> <p>(c) the Distributor may not, except with the prior written approval of the Trader, disclose any Confidential Customer Information to any employee, director, agent, advisor, contractor, or related company (as defined in section 2(3) of the Companies Act 1993) of the Distributor who is involved in the offering, provision, marketing, or sale of:</p> <p>(i) electricity generation, retail, or storage of goods or services (including batteries, solar, and other products and services sold on a competitive basis) to Customers; or</p> | | | | <p>Some Traders gave commentary on our proposed Schedule 9 and the issue of confidential information, which have generally been adopted.</p> | | | |

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| | | | | | (i) any other products or services not regulated under Part 4 of the Commerce Act to Customers." | | | |
| Schedule 10 | Sales Discount Distribution | Trader 1 offered comprehensive comments to our proposed Schedule 10 and the issue of confidential information, which have generally been adopted | | | | | | |
| Schedule 11 | Provision of Consumption Data | The title should reflect the purpose of this schedule "Provision of consumption data" consistent with Appendix C of Schedule 12A.1 of the Code. In any event, given the industry is currently working on a solution to allow Consumption Data to be combined with other data or databases the distributor has access to, it is our preference that Schedules 11 and 12 be left blank at this point. | | | There is currently work occurring between ERANZ and the ENA that will hopefully allow networks to combine this data with other data sets I would suggest that this schedule be removed and once the work is completed separate data agreements can be signed as per Schedule 12A1 Appendix C: Default agreement - Provision of consumption data of the code | | | |
| Schedule 12 | Data Agreement | As noted above, given the industry is currently working on a solution to allow Consumption Data to be combined with other data or databases the distributor has access to, it seems sensible that Schedule 12 is left blank at this point. We also note that it now looks like a separate Data Combination Schedule may be required. | | | | | | |

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| Trader 1 offered comprehensive comments to our proposed Schedule 10 and the issue of confidential information, which have generally been adopted . | |
| The title should reflect the purpose of this schedule "Provision of consumption data" consistent with Appendix C of Schedule 12A.1 of the Code. In any event, given the industry is currently working on a solution to allow Consumption Data to be combined with other data or databases the distributor has access to, it is our preference that Schedules 11 and 12 be left blank at this point. | This approach is being adopted |
| The industry is currently working on a solution to allow Consumption Data to be combined with other data or databases the distributor has access to, therefore Schedules 11 and 12 are to be left blank at this point. | |

Validation List
 Accept
 Reject
 Noted
 No Comment