

**WAIPA NETWORKS LIMITED
TERMS AND CONDITIONS FOR CAPITAL CONTRIBUTION**

February 2022

1. APPLICATION

- 1.1 These terms and conditions (“Terms”) applies to any capital contribution works provided by Waipa Networks Limited to enable network connection or upgrade to the Customer.
- 1.2 If there is any conflict these Terms takes priority over any other terms of trade and applies to all goods and services supplied by Waipa Networks Limited.
- 1.3 Waipa Networks Limited may vary these Terms (but not retrospectively) for all or any future supplies by notice to the Customer.
- 1.4 Where Waipa Networks Limited fails to enforce any right power or remedy under or in connection with these Terms it will not be deemed to have waived that right, power or remedy.
- 1.5 Acceptance of these Terms by the Customer is deemed to be acceptance of the Waipa Networks Capital Contribution Policy as published on its’ website.

2. SCOPE OF WORK

- 2.1 The estimate/quotation is confined to the work, materials and service specified in the estimate/quotation (the “work”).
- 2.2 If any additional work is required or there are changes to the work, that additional work or those changes may increase or decrease the capital contribution charged by Waipa Networks Limited.

3. THE ESTIMATE/QUOTATION

- 3.1 If an estimate is given by Waipa Networks Limited that estimate is an indication of the cost of work and the final cost of work may vary from that estimate. The Customer will be liable for the actual cost of the work.
- 3.2 If a quotation is given that quotation is for a fixed capital contribution which will not be altered during its currency unless:
 - a. the Customer requests changes to the work.
 - b. material costs alter significantly.
 - c. there are changes in the taxation system.
 - d. there are delays in the work being undertaken which are not directly attributable to Waipa Networks Ltd.

4. ACCEPTANCE

- 4.1 If the Customer wishes the work to proceed the estimate/quotation must be signed by the Customer and returned to Waipa Networks Limited.
- 4.2 Acceptance of the estimate/quotation also includes acceptance of these Terms.
- 4.3 Once the quotation is accepted, the quotation will be valid for a period of 12 months (“Validity Period”) and the Customer is required to book the work within the Validity Period. In the event the work is not booked within the Validity Period by the Customer, Waipa Networks Ltd at its absolute discretion will either refund any amounts paid by the Customer and provide a new quotation for the work or cancel the work.

5. CONSENTS

- 5.1 Waipa Networks Limited will obtain all necessary consents to enable the work to proceed, unless otherwise stated by the estimate/quotation.

6. PAYMENT

- 6.1 All amounts are exclusive of GST unless otherwise specified. Unless other arrangements have been agreed to in writing, the capital contribution as specified on the estimate/quotation must be paid in full before work commences.

- 6.2 Waipa Networks Limited is not obliged to carry out the work if payment as required by this clause or as otherwise stated is not made on the due date.
- 6.3 Where an additional amount is payable as a result of 3.2, the amount shall be paid in full by the 20th of the following month. Penalty interest at a rate of 5% per annum above the rate charged to Waipa Networks Limited for overdraft facilities by its bank from time-to-time will be charged by Waipa Networks Limited on any overdue accounts from due date until actual payment.
- 6.4 All costs incurred by Waipa Networks Limited in the recovery of overdue accounts (including costs on a solicitor/client basis) will be paid by the Customer.
- 6.5 Waipa Networks Limited may refuse to supply the Customer or parties related to the Customer with further goods or services if the Customer owes money to Waipa Networks Limited.

7. INFORMATION TO BE SUPPLIED BY THE CUSTOMER

- 7.1 Prior to the commencement of work the Customer must supply Waipa Networks Limited with details of:
- a. Any hazards or potential risks to the safety of those working on the site if the site is on the Customer's land.
 - b. The location of all existing services; and
 - c. Copies of all necessary consents if obtained by the Customer.

8. ENTRY

- 8.1 The Customer irrevocably authorises Waipa Networks Limited to enter the Customer's land and buildings for the purpose of completing the work if required.

9. LIABILITY

- 9.1 All work completed by Waipa Networks Limited is subject to the following:
- a. Waipa Networks Limited is not liable for oral representations made about the work.
 - b. Unless expressly stated in the quote/estimate, Waipa Networks Limited is not obliged to complete the capital works within any particular time frame and any estimate or other indication of the proposed time frame in the quote/estimate is an estimate only. Waipa Networks Limited shall not be liable for any loss, cost, expense or other liability incurred by the Customer as a result of any delays in completion of the Capital Works.
 - c. Waipa Networks Limited has no liability for economic loss and/or consequential loss suffered by the Customer in relation to the work.

10. TITLE

- 10.1 The legal and beneficial ownership in all the capital contribution works supplied by Waipa Networks Ltd remains with Waipa Networks Limited.

11. FORCE MAJEURE

- 11.1 Waipa Networks Limited is not liable for any failure or delay in performing the works if it is due to a force majeure event.
- 11.2 A "force majeure event" includes delay or damage caused directly or indirectly by weather conditions, labour disputes, strike, lockout, accident, fire, epidemic or pandemic, act of God or any other event beyond the control of Waipa Networks Limited.

12. ADDITIONAL POWERS

- 12.1 Waipa Networks Limited shall be entitled to:
- a. Decline to commence the work until all conditions to be fulfilled by the Customer prior to the commencement of work have been completed.
 - b. Suspend performance of the work if the Customer fails to promptly perform any of the Customer's obligations under these Terms.

13. **DISPUTES**

Waipa Networks Limited undertakes to resolve any dispute or complaint in relation to these Terms using our free Complaints Resolution Process. Complaints or Disputes should be raised initially with the Waipa Networks Limited's Project Manager, or should the Customer prefer, with the Waipa Networks Limited's Stakeholder Services Manager.

Utilities Disputes Ltd

Utilities Disputes Ltd is a free and independent complaints resolution service available to electricity customers and landowner/land occupiers.

Waipa Networks Limited is a member of this scheme, and should the Customer not be satisfied with the outcome of our internal Complaints Resolution Process they are able to make use of this service. Information about the Utilities Disputes Ltd can be found at their website www.utilitiesdisputes.co.nz.