

WAIPĀ NETWORKS LIMITED
TERMS AND CONDITIONS FOR CONNECTION CHARGES
April 2026

1. DEFINITIONS

- 1.1. **“Application Fee”** means a fee payable by a connection applicant for work associated with assessment of the request including, but not limited to, a site visit by a network designer, engineering checks, design and pricing.
- 1.2. **“Completion”** when Waipā Networks has completed physical site electrical works
- 1.3. **“Connection Charges Works”** means customer-initiated Works that require a financial contribution toward extending, upgrading, altering, or relocating the electricity network, including new connections, capacity upgrades, and asset relocations.
- 1.4. **“Contract”** means the contract formed as a result of Waipā Networks undertaking the Works on these Terms for the Customer.
- 1.5. **“Contract Documentation”** means all documentation between Waipā Networks and the Customer forming the contractual arrangement for the Works, including any Quote.
- 1.6. **“Contract Price”** means the amount payable by the Customer for the Works calculated in accordance with the Contract Documentation, subject to any Variations or other adjustments under these Terms.
- 1.7. **“Contract Works”** means Works that are contracting services (such as work on privately owned assets and service mains installation).
- 1.8. **“Customer”** means the party named as such in the Contract Documentation (also referred to as ‘you’, ‘your’) who has or will have a connection to the Waipā Networks network.
- 1.9. **“Estimate”** means a non-binding approximation of the expected cost, time, or resources required to perform the agreed services.
- 1.10. **“Force Majeure Event”** means any event or circumstance beyond the reasonable control of Waipā Networks or its subcontractors, including but not limited to weather conditions, labour disputes, strike, lockout, accident, fire, epidemic or pandemic, act of God, war, terrorism, civil unrest, cyber-attack, shipping and other supply chain delays, changes in law or regulatory requirements, or actions by governmental authorities.
- 1.11. **“Goods”** means any goods, materials, equipment, parts or other stock supplied by Waipā Networks in the course of providing the Works.
- 1.12. **“including”** does not imply limitation.
- 1.13. **“Premises”** means the property at which the Works are to be carried out, as stated in the Contract Documentation.
- 1.14. **“Quote”** means the quote, quotation, given by Waipā Networks to the Customer describing the Works to be provided and the Contract Price.
- 1.15. **“Terms”** means these Terms and Conditions for Customer Works.
- 1.16. **“Variation”** means a variation to the Works under clause 9.
- 1.17. **“Validity Period”** means the period in which the Quote remains valid, being 30 days from the date of the Quote.
- 1.18. **“Waipā Networks”** means Waipā Networks Limited, a duly incorporated company having its registered office at Te Awamutu, New Zealand, its successors and assigns or any person acting on behalf of and with the authority of Waipā Networks Limited (also referred to as ‘us’, ‘we’ and ‘our’).
- 1.19. **“Working Day”** has the meaning given in the Construction Contracts Act 2002.
- 1.20. **“Works”** means the works, materials and/or service to be carried out and completed by Waipā Networks in accordance with the Contract, including any Variation and any Goods as set out in the Contract Documentation.

2. APPLICATION

- 2.1 These Terms apply to any Works provided by Waipā Networks. If you accept a Quote from us, or otherwise engage us to carry out Works, you accept that these Terms (and any terms in the Contract Documentation) apply to those Works. No other terms (including your terms of trade) will apply.

- 2.2 If there is any conflict between these Terms and the Contract Documentation, the Contract Documentation shall prevail.
- 2.3 Where Waipā Networks fails to enforce any right, power or remedy under or in connection with these Terms or the Contract Documentation it will not be deemed to have waived that right, power or remedy. Any waiver by Waipā Networks of any rights arising from the Contract shall not be construed as a continuing waiver or as a waiver of any other breach of the same or other terms of the Contract by Customer. No delay or forbearance by Waipā Networks shall be construed as a waiver of Waipā Networks' rights.
- 2.4 In respect of Connection Charges Works only, acceptance of these Terms by the Customer is deemed to be acceptance of the Waipā Networks Connections Policy as published on its website (as amended from time to time), the terms of which are incorporated by reference in these Terms as if set out in full. To the extent that the terms of the Waipā Networks Connections Policy are inconsistent with these Terms, these Terms shall apply.

3. QUOTES

- 3.1 Non-refundable fees apply to all Network connection applications.
- 3.2 Unless stated otherwise, all amounts stated in Quotes are exclusive of GST and any credit card or other merchant fees.
- 3.3 The fact that a Quote has been given, and the contents of that Quote, are commercially sensitive and confidential to Waipā Networks, and may not be disclosed to any person without Waipā Networks' prior written consent.
- 3.4 The Customer acknowledges that in some instances, the Quote will include a portion of the costs for the Works that is expressed as an estimate or Waipā Networks will be unable to provide a firm quote. Where Waipā Networks gives an estimate of the cost of the Works, that estimate is Waipā Networks' genuine best estimate of the Contract Price taking into account the information provided by the Customer, Waipā Networks' assessment of the Works and the current prices charged for Goods. For the avoidance of doubt, Quotes that contain an estimate may still be subject to Variation.

4. ACCEPTANCE

- 4.1 To accept the Quote, the Customer must sign it and return it to Waipā Networks prior to the expiry of the Quote Validity Period.
- 4.2 The Quote is open for acceptance by the Customer until the expiry of the Quotation Validity Period.
- 4.3 Waipā Networks may withdraw a Quote/Estimate at any time before the Customer accepts it.
- 4.4 The Customer must book the Works into Waipā Networks' schedule within 12 months of acceptance of the Quote. If the Works do not commence within 12 months of acceptance of the Quote, this Contract will be at an end. Waipā Networks will notify the Customer and the Customer must elect in writing for Waipā Networks to either:
- a. provide a new quote for the Works, and if accepted by the Customer within the Quote Validity Period, apply any amounts already paid toward the new quote amount (with the Customer being liable for any increase in costs).
 - b. cancel the Works, refund any amounts paid by the Customer (less reasonable administration costs, and other costs already incurred by Waipā Networks in relation to the Works, such as design and quote costs).

If no election is received by Waipā Networks within 20 Working Days of its notice, the Customer will be deemed to have elected 4.4b.(cancellation of the Works).

- 4.5 Termination by customer: If the customer cancels the work for any reason following acceptance of the quote and prior to completion of the work, the customer will remain liable for any costs incurred and reasonable margin with any if any costs incurred to date.

5. TIMING AND DELAY

- 5.1 Once the Customer has booked the Works into Waipā Networks' schedule, Waipā Networks' will endeavour to start the Works within 40 Working Days. Waipā Networks will use reasonable endeavours to complete the Works within the timeframe stated in the Contract Documentation. If the Contract Documentation doesn't state a timeframe for completion of the Works, the Works will be completed in a reasonable timeframe.
- 5.2 Waipā Networks will not be liable for any delay in commencing or completing the Works or failing to perform its obligations under this Contract where such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to Force Majeure Events.

6. AUTHORISED REPRESENTATIVE

- 6.1 Unless otherwise limited as per clause 6.2 the Customer agrees that if the Customer introduces any third party to Waipā Networks as the Customer's duly authorised representative, that person shall have the full authority of the Customer to order any Goods or Works or to proceed with Works on the Customer's behalf and/or to request a Variation on the Customer's behalf (such authority to continue until all requested Works have been completed or the Customer otherwise notifies Waipā Networks in writing that said person is no longer the Customer's duly authorised representative).
- 6.2 In the event that the Customer's duly authorised representative as per clause 6.1 is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Waipā Networks in writing of the parameters of the limited authority granted to their representative.
- 6.3 The Customer specifically acknowledges and accepts that they will be solely liable to Waipā Networks for all additional costs incurred by Waipā Networks in providing any Works to the Customer's duly authorised representative (subject always to the limitations imposed under clause 6.2 (if any)).

7. CONSENTS

- 7.1 Waipā Networks will obtain all necessary consents, permits and approvals to enable the Works to proceed, unless otherwise stated in the Quote or Contract Documentation.

8. PAYMENT

- 8.1 You will pay goods and services tax and any other taxes or levies payable in respect of any supply under the Contract.
- 8.2 Unless other arrangements have been agreed to in the Contract Documentation, the Contract Price for Connection Charges Works and/or Contract Works must be paid in full on acceptance of the Quote.
- 8.3 Unless other arrangements have been agreed to in the Contract Documentation, all other amounts owing under these Terms will be invoiced on completion of the Works (as determined by Waipā Networks) and must be paid in full in 7 days from delivery of Waipā Networks' invoice.
- 8.4 Where any payment is not made by the due date, then without prejudice to any other rights or remedies available to Waipā Networks, Waipā Networks may, provided it first notifies the Customer in writing of the overdue amount and the overdue amount is not paid within seven days of such notice:
 - a. suspend or delay the Works; and/or
 - b. charge penalty interest at a rate of 5% per annum above the NZ Official Cash Rate on any overdue amounts, calculated daily from the due date until payment is received in full.
- 8.5 All costs incurred by Waipā Networks in the recovery of overdue amounts (including debt collection costs and legal costs on a solicitor/client basis) will be paid by the Customer.

9. VARIATIONS

- 9.1 The Customer may request in writing a Variation to Connection Charges Works but may not (unless otherwise agreed in writing) request a Variation omitting or reducing the Connection Charges Works to be performed, unless such Variation is consistent with the then current Waipā Networks Connections Policy a copy of which is available on its website. The parties will agree the scope of the Variation and the resulting change to the Contract Price in writing. Waipā Networks will not start work on the Works the subject of the Variation until the scope of the Variation and the change to the Contract Price are agreed in writing.
- 9.2 Waipā Networks may claim a Variation by providing written notice to the Customer detailing the scope of the Variation and any resulting change to the Contract Price, for:
- a. any emergency works required for health and safety or environmental reasons;
 - b. additional work and/or changes to the Works which Waipā Networks could not reasonably be aware of at the time of giving the Quote and/or are discovered on commencement of the Works (such as due to any consent requirements);
 - c. unforeseen physical conditions and latent issues which Waipā Networks could not reasonably be aware of at the time of giving a Quote and/or are discovered on commencement of the Works;
 - d. in the event of increases to Waipā Networks in the cost of labour, goods, currency exchange rates or shipping costs which are beyond Waipā Networks' control;
 - e. any increase in costs to Waipā Networks arising from a failure or delay on the Customer's part in complying with the Contract Documentation; and
 - f. any increase in costs to Waipā Networks arising from a delay in the Works being undertaken, if such delay is caused by the Customer or its contractors or agents.
- 9.3 Any Variation which results in a change to the Contract Price for Connection Charges Works, will be calculated by Waipā Networks in accordance with the then current Waipā Networks Connections Policy as at the date of the Variation.
- 9.4 For any Variation which results in a change to the Contract Price for Works other than Connection Charges Works, Waipā Networks shall be entitled to charge additional costs for additional work or goods based on its standard rates plus any additional materials, subcontractor costs, and reasonable overhead and profit margins.
- 9.5 Any changes to the Contact Price resulting from a Variation will be invoiced promptly and are payable by the Customer within 7 days of delivery of Waipā Networks' invoice.

10. CUSTOMER RESPONSIBILITIES

- 10.1 Prior to the commencement of Works the Customer must supply Waipā Networks with details of:
- a. any particular hazards or potential risks related to the Premises;
 - b. the location of all existing services (including underground); and
 - c. copies of all necessary consents, permits or approvals if required to be obtained by the Customer.
- 10.2 The Customer shall give Waipā Networks access to the Premises during normal business hours and provide proper facilities for carrying out the Works including but not limited to an open trench and anything else set out in the Contract Documentation to be provided by the Customer. Access to the Premises and all facilities for carrying out the Works must be provided on the date agreed in writing. Any failure or delay on the Customer's part (including other contractors organised by the Customer not completing their work) to give Waipā Networks access at that time will entitle Waipā Networks to a Variation for any additional cost, as set out in clause 9.
- 10.3 The Customer is responsible for ensuring that they have sufficient legal entitlement to the Premises to allow the Works to be carried out.
- 10.4 The Customer must take all practicable steps to ensure its own safety and the safety of any persons under its control throughout the Works and cooperate fully in implementing Waipā Networks' health

and safety and environmental policies and procedures and obligations under the relevant health and safety legislation.

- 10.5 If any materials, plant, and equipment required for the Works are expressed in Contract Documentation to be 'Customer supplied' or 'owner supplied' (such as duct), you are responsible for ensuring that such materials comply with the Building Act 2004 (where relevant) and are fit for purpose, and all plant and equipment complies with all health and safety legislation, codes and requirements, and, if we require, shall sign a declaration and indemnity to this effect.
- 10.6 The Customer warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods/the Works. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) Waipā Networks, or our employees or contractors reasonably form the opinion that your Premises are not safe for the installation of Goods/the Works to proceed then we shall be entitled to delay the Works until we are satisfied that it is safe for the Works to proceed. We may at our sole discretion agree to bring the Premises up to a standard suitable for Connection Charges Works to proceed but all such additional Works and any additional Goods supplied shall be treated as a Variation in accordance with clause 9.
- 10.7 Waipā Networks may request information from you in order to carry out the Works, and you will provide this information, free of cost, as soon as practicable following the request. Waipā Networks is entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications or other information supplied by the Customer or its agents or representatives. Waipā Networks accepts no responsibility for any loss, damages, or costs however resulting from any inaccurate plans, specifications or other information provided by or on behalf of the Customer. In providing the information, you shall ensure compliance with the Copyright Act 1994 and indemnify us against any breach of intellectual property rights in providing the information to us, or our use of that information in providing the Works.
- 10.8 If Waipā Networks requires an easement to cover the Connection Charges Works installed on the Premises, Waipā Networks will, at the Customer's cost unless specified otherwise in the Quote, prepare this and provide this to the Customer for execution and registration.

11. **224C CLEARANCE**

- 11.1 For the purposes of meeting resource consent requirements, upon completion of the Works, satisfaction of any conditions in the Contract Documentation, and payment in full of all amounts payable by the Customer pursuant to these Terms, Waipā Networks will, on request, provide the Customer (or its nominated representative) with a 224 clearance letter.

12. **ENTRY**

- 12.1 The Customer irrevocably authorises Waipā Networks to enter the Premises for the purpose of completing the Works if required. Any failure or delay on your part (including other contractors organised by the Customer not completing their work) to give us access at that time will entitle us to a Variation for that additional cost, as set out in clause 9.

13. **WARRANTY FOR CONTRACT WORKS**

- 13.1 In respect of Contract Works only, if the Customer notifies Waipā Networks in writing of any defective:
- workmanship within 12 months of completion of the Contract Works (as advised by Waipā Networks); or
 - materials or equipment within 12 months from completion or delivery of the Contract Works (as advised by Waipā Networks)
- and such notification is given within 30 days of the defect becoming evident or damage occurring, Waipā Networks will investigate and where Waipā Networks finds defective materials or workmanship it will repair or replace (at Waipā Networks' discretion) the defective materials with

the same or similar materials and make good any defective workmanship at its cost as soon as reasonably practicable.

- 13.2 This warranty will be invalid if the defect, damage or failure is a result of:
- a. Parts, equipment or materials purchased by the Customer, other than through Waipā Networks;
 - b. damage, misuse or negligent maintenance or care while in possession of the Customer or the Customer's failure to follow care instructions for parts or materials;
 - c. attachment of any parts or accessories other than as approved by Waipā Networks;
 - d. accidental damage;
 - e. instructions or designs supplied by the Customer;
 - f. alteration or repair of the Goods other than by Waipā Networks;
 - g. excessive temperature or corrosive atmosphere; or
 - h. a Force Majeure Event.
- 13.3 The above warranty is given to the Customer named in the Contract Documentation and cannot be assigned.
- 13.4 Except as expressly stated in these Terms, Waipā Networks makes no representations and gives no warranty of any kind (including any warranty implied by law to the extent that the warranty can be excluded) and does not accept any liability for any warranty or representation not expressly set out in these Terms or in the Contract Documentation.

14. **LIMITATION OF LIABILITY**

- 14.1 Neither Waipā Networks or the Customer is liable for any indirect, special or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business, revenue, anticipated savings, loss of opportunity, loss of use, loss of data, or loss of goodwill, however arising, whether under contract, tort, negligence, equity, breach of statutory duty or otherwise.
- 14.2 You acknowledge that where you are acquiring the Works for business purposes the provisions of the Consumer Guarantees Act 1993 do not apply to the Contract, otherwise nothing in these Terms limits any rights you may have under the Consumer Guarantees Act 1993.
- 14.3 Notwithstanding anything to the contrary contained in the Contract Documentation, to the maximum extent permitted by law, our maximum aggregate liability to the Customer under or in connection with the Contract (including in contract, tort, negligence, equity, breach of statutory duty or otherwise) shall not in any event exceed: The Contract Price paid by you for the Works supplied to you in the 12 months immediately preceding the event giving rise to your claim.

15. **INSURANCE**

- 15.1 If the Premises is on the Customer's land, the Customer is responsible for insuring the Premises and Waipā Networks may require that proof of such insurance is provided.
- 15.2 Waipā Networks will hold Public Liability insurance of up to \$10 million until completion of the Works or termination of the Contract (whichever occurs first).

16. **INDEMNITY**

- 16.1 The Customer shall indemnify Waipā Networks and keep Waipā Networks fully and effectively indemnified against all losses, claims, damages, costs (including costs on a lawyer to client basis), charges, expenses, liabilities, demands, proceedings, and actions arising by reason of any breach by the Customer of any of its obligations under the Contract.

17. TITLE AND RISK

- 17.1 The legal and beneficial ownership in all Goods supplied by Waipā Networks as part of Connection Charges Works remains with Waipā Networks. The Customer will ensure such Goods remain free of all encumbrances, security interests and claims of third parties.
- 17.2 The legal and beneficial ownership in all Goods supplied by Waipā Networks as part of Works other than Connection Charges Works remains with Waipā Networks until the Contract Price and all other amounts owing to Waipā Networks have been paid in full.
- 17.3 Risk in all Goods will pass to the Customer when delivered to the Premises.

18. TERMINATION

- 18.1 If either party terminates the Contract before the Works are completed (for any reason):
 - a. Waipā Networks will promptly mitigate any costs that have already been incurred;
 - b. the Customer is responsible for all costs incurred by Waipā Networks in carrying out the Works up until the date of termination, including any design, planning, procurement and project management costs. The Customer will be entitled to a refund of any amounts already paid for the Works, less these costs and any associated decommissioning and disposal costs;
 - c. the Customer must provide Waipā Networks with immediate access to any Goods owned by Waipā Networks to allow Waipā Networks to decommission, remove and take possession of such Goods

19. ADDITIONAL POWERS

- 19.1 Waipā Networks shall be entitled to:
 - a. decline to commence the Works until all conditions to be fulfilled by the Customer prior to the commencement of Works have been completed (as set out in the Contract Documentation).
 - b. suspend performance of the Works or terminate the contract if the Customer fails to promptly perform any of the Customer's obligations under the Contract.

20. INTELLECTUAL PROPERTY

- 20.1 All intellectual property (such as patentable inventions, non-patentable processes or know-how, data, design, copyright, trademarks and the like) held by Waipā Networks at the commencement of the Contract or created by Waipā Networks as a result of the Contract shall belong to Waipā Networks, unless otherwise agreed in writing between the parties.

21. DISPUTES

- 21.1 A party must, as soon as reasonably practicable, give the other party notice of any dispute arising in respect of, or in connection with, the Contract or the Works. The parties will endeavour to resolve the dispute within 15 Working Days of receipt of notice of the dispute.
- 21.2 Any dispute that the Customer has should be raised initially with Waipā Network's Project Manager, or should the Customer prefer, with Waipā Network's Customer Team. Waipā Networks will follow its internal Complaints Resolution Process.
- 21.3 Should the Customer not be satisfied with the outcome of Waipā Networks' internal Complaints Resolution Process, the Customer is able to refer the dispute to Utilities Disputes Ltd. Utilities Disputes Ltd is a free and independent complaints resolution service available to electricity customers and landowner/land occupiers. Information about the Utilities Disputes Ltd can be found at their website www.utilitiesdisputes.co.nz.

21.4 Notwithstanding anything in this clause 21.1, a party may commence court proceedings in relation to any dispute at any time where that party seeks urgent interlocutory relief.

22. **NOTICES**

22.1 All notices are to be in writing and hand delivered or sent by post or email to the addresses set out in the Contract Documentation. Our address for service is Waipā Networks Limited 240 Harrison Drive, Te Awamutu 3800, New Zealand.

22.2 A notice is deemed to be received:

- a. if personally delivered, when delivered; or
- b. if posted, 5 Working Days after posting; or
- c. if sent by email, when the email leaves the sender's communications system, provided that the sender does not receive any error message relating to the sending of the email.

22.3 Despite clause 22.2, any notice received after 5pm, or received on a day that is not a Working Day, is deemed not to have been received until 9am on the next Working Day.

23. **PRIVACY**

23.1 Waipā Networks respects your privacy and is committed to protecting your personal information. The Privacy Act 2020 requires us to tell you when we collect personal information and how we will use it.

23.2 We collect and use personal information (including but not limited to name, contact details, payment details) in order to provide the Works, to complete business transactions with you and provide you with ongoing customer support in regard to our Works. Our privacy statement is available on our website.

23.3 Unless you notify us otherwise in writing, you consent to receiving marketing, promotional and other material by way of electronic messages from us. We may also use your contact information to send you publications (newsletters/updates). These publications will include an unsubscribe option should you wish to discontinue receiving our publications.

23.4 We may disclose information to the following:

- a. service providers (e.g. businesses to which we contract maintenance work, debt collection agencies, process servers, lawyers, telco suppliers, etc);
- b. government authorities under statutory obligation.

23.5 You have the right to access most personal information that we hold about you. Sometimes that will not be possible but if that is the case you will be told why.

24. **VARIATION TO TERMS**

24.1 Waipā Networks may vary these Terms by providing a copy of the amended terms to the Customer. Any request for Works after the effective date of such amendments will be subject to the amended terms and a new quote.

24.2 Subject to clause 9 (variations), any amendments to the Contract must be agreed in writing by both parties.

25. **GENERAL**

25.1 The benefit of the Contract shall not be assigned by the Customer without the consent of Waipā Networks in writing.

25.2 The Contract shall be deemed to have been entered into in New Zealand and shall be governed by the laws of New Zealand.

- 25.3 Nothing in the Contract shall create a partnership or agency between the parties except as expressly provided.
- 25.4 The Contract sets out the entire agreement and understanding between the parties relating to the subject matter.
- 25.5 Policies referred to in these Terms and Conditions are published on Waipā Networks' website www.waipanetworks.co.nz and are also available upon request.