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# **ELECTRICITY CODE**

Independent Consumer and Competition Commission

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## Table of Contents

|           |  |           |
|-----------|--|-----------|
| <b>1.</b> | <b>STANDARD CUSTOMER SUPPLY AND SALE CONTRACT</b>                | <b>5</b>  |
| 1.1       | Standard customer supply and sale contract                       | 5         |
| 1.2       | Exception - large customers                                      | 5         |
| 1.3       | Exception – small customers                                      | 5         |
| 1.4       | Publication of standard customer supply and sale contract        | 5         |
| <b>2.</b> | <b>SERVICE STANDARDS – PNG POWER</b>                             | <b>5</b>  |
| 2.1       | Service standards  | 5         |
| 2.2       | Records and information  | 6         |
| 2.3       | Reports  | 6         |
| <b>3.</b> | <b>ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION</b>              | <b>6</b>  |
| 3.1       | Customer enquiries   | 6         |
| 3.2       | Customer complaints and dispute resolution                       | 7         |
| <b>4.</b> | <b>APPLICATIONS AND CONNECTIONS</b>                              | <b>7</b>  |
| 4.1       | Application  | 7         |
| 4.2       | Sale before receiving an application                             | 8         |
| <b>5.</b> | <b>USE OF ELECTRICITY AND ILLEGAL USE</b>                        | <b>8</b>  |
| <b>6.</b> | <b>BILLING</b>   | <b>9</b>  |
| 6.1       | When bills are issued  | 9         |
| 6.2       | How bills are issued   | 9         |
| 6.3       | Separate Bill  | 10        |
| 6.4       | What is covered in a bill  | 10        |
| 6.5       | Meter Reading  | 11        |
| 6.6       | Under charging   | 12        |
| 6.7       | Overcharging   | 12        |
| 6.8       | Changes to the tariff rates and charges during a billing cycle   | 13        |
| 6.9       | Changes to the tariff or charge type during a billing cycle      | 13        |
| 6.10      | Alternative tariffs or tariff options                            | 13        |
| <b>7.</b> | <b>PAYMENT</b>   | <b>13</b> |
| 7.1       | Due dates for payment  | 13        |
| 7.2       | Payment difficulties   | 14        |
| 7.3       | Paying by instalments  | 14        |
| 7.4       | Review of a bill   | 14        |
| 7.5       | Shortened collection period                                      | 15        |
| 7.6       | Charge for dishonoured payments                                  | 16        |
| 7.7       | Cessation of supply or sale of electricity at customer's request | 16        |
| <b>8.</b> | <b>SECURITY DEPOSITS AND ALTERNATIVES</b>                        | <b>17</b> |
| 8.1       | Security deposits  | 17        |
| 8.2       | Interest on security deposits                                    | 17        |
| 8.3       | Return of security deposit                                       | 17        |
| 8.4       | Identification in a regulated entity's accounts                  | 18        |
| 8.5       | Use of a security deposit  | 18        |

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|   |   |           |
|---|---|-----------|
| <b>9.</b>   | <b>DISCONNECTION</b>                              | <b>18</b> |
| 9.1   | Disconnection                                     | 18        |
| 9.2   | Domestic customers                                | 18        |
| 9.3   | General Supply Customers and Industrial Customers | 19        |
| 9.4   | Denying access to the meter                       | 20        |
| 9.5   | Illegal use                                       | 20        |
| 9.6   | Security deposits                                 | 20        |
| 9.7   | When a regulated entity must not disconnect       | 21        |
| 9.8   | Request for final account on disconnection        | 21        |
| 9.9   | Permitted disconnections                          | 21        |
| <b>10.</b>  | <b>RECONNECTION AFTER DISCONNECTION</b>           | <b>21</b> |
| 10.1  | Regulated entity and customer obligations         | 21        |
| 10.2  | Required Connection Date                          | 22        |
| <b>11.</b>  | <b>SPECIAL NEEDS</b>                              | <b>22</b> |
| 11.1  | Life support equipment                            | 22        |
| <b>12.</b>  | <b>EMERGENCIES AND SAFETY</b>                     | <b>23</b> |
| 12.1  | Emergency disconnection                           | 23        |
| 12.2  | Powers under Acts                                 | 23        |
| 12.3  | Health and safety                                 | 23        |
| <b>13.</b>  | <b>SUPPLY INTERRUPTIONS</b>                       | <b>23</b> |
| 13.1  | Regulated entity's right to interrupt supply      | 23        |
| 13.2  | Notice of interruptions                           | 24        |
| 13.3  | Minimisation of interruptions                     | 24        |
| 13.4  | Information on interruptions                      | 24        |
| <b>14.</b>  | <b>METERS</b>                                     | <b>25</b> |
| 14.1  | Testing   | 25        |
| 14.2  | Costs of test                                     | 25        |
| 14.3  | Results of test                                   | 25        |
| 14.4  | Repair or replacement of meter                    | 25        |
| <b>Schedule 1 - DEFINITIONS AND INTERPRETATION</b>                |   | <b>26</b> |
| <b>Schedule 2 - MINIMUM RELIABILITY STANDARDS</b>                 |   | <b>29</b> |
| <b>Schedule 3 - NEW CONNECTIONS AND REQUIRED CONNECTION DATES</b> |   | <b>30</b> |
| <b>Schedule 4 - SERVICE AREAS AND SERVICE ZONES</b>               |   | <b>31</b> |

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## **PRELIMINARY**

### **A. Definitions**

Words appearing in bold, like **this**, are defined in Schedule 1.

### **B. Authority**

This Code is made by the **Regulator** under section 40(1) of the *Independent Consumer and Competition Commission Act 2002*.

### **C. Obtaining a copy of this Code or the Standard Customer Supply and Sale Contract**

A **regulated entity** must, when asked by a person, send to that person, within 10 **business days**, a copy of this Code and a copy of the **standard customer supply and sale contract**, free of charge for the first request. The **regulated entity** may impose a reasonable charge for subsequent requests.

### **D. Other Acts, codes and guidelines**

Not all aspects of a **regulated entity's** obligations are regulated by this Code. The **regulated entity's** obligations are also affected by:

- Statutes and regulations made under those statutes (in particular the *Electricity Industry Act*, regulations under the *Electricity Industry Act*, and the *Independent Consumer and Competition Commission Act 2002*);
- guidelines or rules made by the **Regulator** from time to time; and
- licences held by the **regulated entity** under the *Electricity Industry Act*.

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## 1. STANDARD CUSTOMER SUPPLY AND SALE CONTRACT

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### 1.1 Standard customer supply and sale contract

Subject to clauses 1.2 and 1.3, a regulated entity must not supply or sell electricity to a person in respect of a **supply point** other than on the terms set out in the **standard customer supply and sale contract**.

### 1.2 Exception - large customers

Nothing in clause 1.1 stops a **regulated entity** from entering into a **customer supply and sale contract** in respect of a **supply point**, with a person whose maximum demand for electricity at that **supply point** is 10MW or more, on terms that are different from those set out in the **standard customer supply and sale contract**.

### 1.3 Exception – small customers

Nothing in clause 1.1 stops a **regulated entity** from entering into a **customer supply and sale contract** in respect of a **supply point**, with a person whose maximum demand for electricity at that **supply point** is less than 10MW, on terms that are:

- (a) no less favourable to that person than those set out in the **standard customer supply and sale contract**; or
- (b) less favourable than those set out in the **standard customer supply and sale contract** if:
  - (i) the areas in which that **customer supply and sale contract** are less favourable are explained to that person in writing; and
  - (ii) that person acknowledges in writing that it understands and accepts that some or all of the terms of its proposed **customer supply and sale contract** are less favourable,

and, in each case, the **customer supply and sale contract** has first been approved by the **Regulator**.

### 1.4 Publication of standard customer supply and sale contract

A **regulated entity** must publish the **standard customer supply and sale contract** under section 24U of the **Act**.

## 2. SERVICE STANDARDS – PNG POWER

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### 2.1 Service standards

**PNG Power** must use its best endeavours to achieve the following service standards for each calendar year:

- (a) the **unserved energy ratio** in respect of a **service area** for that year must not be greater than the Reliability Target for that year as set out in Schedule 2 for the **service zone** in which that **service area** is located;

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- (b) the number of **planned outages** occurring in that year:
- (i) that affect premises which are located in a **service area** and to which electricity is supplied by **PNG Power**; and
  - (ii) of which the **required notice** is not given,
- must not be greater than 5% of the number of **planned outages** occurring in that year that affect premises which are located in that **service area** and to which electricity is supplied by **PNG Power**; and
- (c) the number of **new connections** in respect of premises that are located in a **service area** which are not completed in that year by the **required connection date** must not be greater than 2% of the number of **new connections** in respect of premises that are located in that **service area** which have been completed or, if they had been completed by the **required connection date**, would have been completed, in that year.

## 2.2 Records and information

**PNG Power** must keep sufficient records to monitor its achievement or otherwise of the service standards referred to in clause 2.1 and to provide the information required by clause 2.3.

## 2.3 Reports

**PNG Power** must report to the **Regulator** by 31 March each year, in such manner and form as is required by the **Regulator**, on:

- (a) its achievement or otherwise of the service standards referred to in clause 2.1 for the preceding year ending 31 December;
- (b) an explanation of the reasons for any failure to achieve those service standards; and
- (c) how **PNG Power** intends to improve its performance so as to achieve the relevant service standards for the calendar year in which the report is made.

# 3. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

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## 3.1 Customer enquiries

A **regulated entity** must, within a time specified by the **Regulator**, prepare and submit to the **Regulator**, for approval, its procedures for handling customer enquiries.

The **Regulator** must notify the **regulated entity** within 21 days after receiving the **regulated entity's** proposed enquiry procedures whether or not it approves the enquiry procedures. If the **Regulator** notifies the **regulated entity** within that 21 day period that it does not approve the **regulated entity's** proposed enquiry procedures, the **Regulator** must specify the enquiry procedures which are to be implemented. If the **Regulator** does not notify the **regulated entity** within that 21 day period of its approval or otherwise of the **regulated entity's** proposed enquiry procedures, the **Regulator** is deemed to have approved the enquiry procedures proposed by the **regulated entity**.

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The **regulated entity** must implement the enquiry procedures approved, specified or deemed to be approved by the **Regulator** within 21 days of them being approved, specified or deemed to be approved by the **Regulator**.

### 3.2 Customer complaints and dispute resolution

A **regulated entity** must, within a time specified by the **Regulator**, prepare and submit to the **Regulator**, for approval, its procedures for resolving customer complaints and disputes.

The **Regulator** must notify the **regulated entity** within 21 days after receiving the **regulated entity's** proposed complaints and dispute resolution procedures whether or not it approves the complaints and dispute resolution procedures. If the **Regulator** notifies the **regulated entity** within that 21 day period that it does not approve the **regulated entity's** proposed complaints and dispute resolution procedures, the **Regulator** must specify the complaints and dispute resolution procedures which are to be implemented. If the **Regulator** does not notify the **regulated entity** within that 21 day period of its approval or otherwise of the **regulated entity's** proposed complaints and dispute resolution procedures, the **Regulator** is deemed to have approved the complaints and dispute resolution procedures proposed by the **regulated entity**.

The **regulated entity** must implement the complaints and dispute resolution procedures approved, specified or deemed to be approved by the **Regulator** within 21 days of them being approved, specified or deemed to be approved by the **Regulator**.

## 4. APPLICATIONS AND CONNECTIONS

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### 4.1 Application

If a person wishes to buy electricity from a **regulated entity**, or to have a connection made to a **regulated entity's** distribution network, the **regulated entity** may require that the person must first apply to the **regulated entity** (in person, by telephone or in writing) to sell electricity to that person or to have a connection made to the **regulated entity's** distribution network and, if requested by the **regulated entity**, that person must:

- (a) provide acceptable identification and credit history information when required by the **regulated entity**;
- (b) pay any applicable fees and charges;
- (c) provide contact details for billing purposes;
- (d) provide contact details for the owner (or the agent of the owner) of the premises if the application is for a rental property;
- (e) satisfy the **regulated entity** that there is safe and convenient access to any meter that is to be used to measure the supply of electricity to that person;
- (f) in the case of a connection, satisfy the **regulated entity** that there is safe and convenient access to the **electrical installation** in order to connect it to the **regulated entity's** electricity distribution network;

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- (g) the **electrical installation** is in a safe condition and is ready to receive the required amount of electricity to be supplied to that person;
  - (h) provide estimated electrical load information for the proposed use of electricity;
  - (i) (subject to clause 8) provide a **security deposit**; and
  - (j) pay any outstanding debt owed by the person to the **regulated entity** relating to the previous supply or sale of electricity to the person (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made).

A **regulated entity** must not have such a connection made to its distribution network unless any augmentation required to enable the required amount of electricity to be supplied to that person has been undertaken.

#### 4.2 Sale before receiving an application

Despite clause 4.1, if a person has already started to use electricity at a premises before a **regulated entity** agrees to sell electricity to that person at that premises, the **regulated entity** can still require the person to satisfy some or all of the matters referred to in clause 4.1 within 5 **business days** of receiving the person's application. If the person does not satisfy any such matter within that period, the **regulated entity** may arrange for the disconnection of the premises.

## 5. USE OF ELECTRICITY AND ILLEGAL USE

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If a person:

- (a) allows electricity supplied by or purchased from a **regulated entity** to be used other than at that person's **supply point** or in accordance with an applicable **customer sale and supply contract**, this Code or the **Wiring Rules**;
- (b) uses at that person's **supply point** electricity supplied or purchased for use at another **supply point**;
- (c) sells electricity supplied to that person's **supply point** to any other person except in accordance with a licence issued by the **Regulator**, or an exemption granted, under the **Act**;
- (d) tampers with, or permits tampering with, any meter that is used to measure the supply of electricity at that person's **supply point** or any associated equipment;
- (e) allows electricity supplied to that person's **supply point** to bypass any meter that is used to measure the supply of electricity at that person's **supply point**;
- (f) damages or (without the relevant **regulated entity's** consent) interferes in any way with the **regulated entity's** equipment that is located at or near to that person's **supply point** (including any **connector box** and any associated conduits, cables, wires or connections) or with any **connection point** in respect of that person's **supply point**;

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- (g) without the relevant **regulated entity's** consent, makes a connection from that person's **supply point** to the **regulated entity's** electricity distribution network or increases the capacity of an existing **connection point** in respect of that person's **supply point**;
  - (h) allows a person who is not lawfully permitted to do the work to perform any work on any **electrical installation** at that person's **supply point**;
  - (i) uses, or causes to be used, electricity supplied to that person's **supply point** in a manner that:
    - (i) interferes with a **regulated entity's** electricity distribution network;
    - (ii) interferes with the supply or quality of supply of electricity to others; or
    - (iii) causes damage or interference to any third party;
  - (j) gives a **regulated entity** false information about which tariffs and charges should apply to that person in relation to electricity supplied or sold in respect of that person's **supply point**;
  - (k) allows electricity supplied to that person's **supply point** under a specific tariff to be used for a purpose other than as contemplated by that tariff;
  - (l) changes that person's electricity supply requirements at that person's **supply point** without the relevant **regulated entity's** consent where there may be a potential effect on the **regulated entity's** electricity distribution network or that person's connection; or
  - (m) removes or allows the removal of any coins from any prepayment meter that is used to measure the supply of electricity at that person's **supply point**,

the **regulated entity** may:

- (n) estimate the amount of electricity obtained by that person in breach of this clause 5 and bill that person for any relevant amount (together with interest on that amount at a rate which is approved by the **Regulator**);
- (o) recover from that person the **regulated entity's** reasonable costs incurred in rectifying that breach and its consequences; and
- (p) disconnect that person's **supply point** immediately.

## 6. BILLING

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### 6.1 When bills are issued

A **regulated entity** must use its best endeavours to issue a bill to a customer to whom it supplies or sells electricity in respect of a **supply point** at least quarterly. Nothing in this clause 6.1 prevents a **regulated entity** from issuing a bill more frequently than quarterly.

### 6.2 How bills are issued

A **regulated entity** must issue a bill to the customer at the address of the customer's **supply point** or (if the customer has nominated another address) at that other address.

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### 6.3 **Separate Bill**

A separate bill must be issued in respect of each **supply point**.

### 6.4 **What is covered in a bill**

#### 6.4.1 ***Itemised Bill***

Each bill must separately itemise the following charges:

- (a) all charges for electricity sold to the customer for use at the **supply point**;
- (b) all charges for the connection of the **supply point** and the delivery of electricity to that **supply point**; and
- (c) any other charge relating to the supply or sale of electricity to the customer.

#### 6.4.2 ***Other Goods and Services to a customer***

Where a **regulated entity** also supplies goods or services (other than those goods and services referred to in clause 6.4.1), the **regulated entity** must bill for those goods or services separately or:

- (a) include the charges for those goods and services as separate items in its bills;
- (b) apply any payment received from a customer as directed by that customer; and
- (c) where a customer does not direct how the payment is to be applied, the **regulated entity** must apply the payment to the charges referred to in clause 6.4.1 before applying any portion of it to the charges for any other goods or services.

#### 6.4.3 ***Particulars on each bill***

A **regulated entity** must include at least the following particulars on each bill for the supply or sale of electricity:

- (a) (where the electricity used is measured by a credit meter) the date of the last meter reading or estimate and the number of days since the previous reading or estimate;
- (b) the meter readings or estimates for the bill;
- (c) consumption, or estimated consumption, in units used (eg. kWhs);
- (d) the relevant charges and fees (including unit rate and tariff);
- (e) the meter number or identifier (if any);
- (f) the amount due to the **regulated entity**;
- (g) the pay by date;
- (h) a list of the available payment methods;
- (i) the telephone number for enquiries;
- (j) a 24 hours contact telephone number for faults and emergencies;
- (k) where the **supply point** is a premises, the address of the premises;
- (l) the customer's name and account number;
- (m) the amount of arrears or credit;

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- (n) the amount of interest approved by the **Regulator** for late payment;
  - (o) the amount of any **security deposit** provided by the customer;
  - (p) the amount of any other charges (as described in clause 6.4.2) and details of the goods or services supplied; and
  - (q) the amount of any rebate referred to in clause 2 to which the customer is entitled.

6.4.4 Where a customer requests, and the data is available, a **regulated entity** must provide to the customer free of charge the customer's billing data appearing on the customer's bills for the previous two years. Where the **customer** requests billing data before this period, the **regulated entity** may impose a reasonable charge for providing that data. A **regulated entity** must keep a customer's billing data for 7 years.

## 6.5 Meter Reading

6.5.1 Subject to clauses 6.5.2 and 6.5.3, a **regulated entity** must:

- (a) base a customer's bill for the supply or sale of electricity on an estimation of the usage of the electricity by that customer determined in accordance with the **regulated entity's** estimating system approved under clause 6.5.3 or on an actual reading of any credit meter at the customer's **supply point**; and
- (b) have any credit meter at a customer's **supply point** read as frequently as is required to prepare its bills.

6.5.2 Where a **regulated entity** is unable to base a bill for the supply or sale of electricity on a reading of the credit meter at a customer's **supply point** because:

- (a) access is denied as a result of the actions of the customer, or a third party, weather conditions or an industrial dispute;
- (b) the credit meter cannot be safely accessed in order to read it;
- (c) the credit meter or ancillary equipment has recorded the electricity usage incorrectly; or
- (d) the credit meter has been tampered with,

the **regulated entity** may provide the customer with an estimated bill based on:

- (i) the customer's reading of the credit meter;
- (ii) the customer's prior electricity usage history at that **supply point**; or
- (iii) where the customer does not have a prior electricity usage history at that **supply point**, the average usage of electricity by a comparable customer.

6.5.3 The **regulated entity** may also provide the **customer** with an estimated bill or bills for the supply or sale of electricity where:

- (a) the customer and the **regulated entity** have agreed to the issue of an estimated bill or bills; or
- (b) the **regulated entity** adopts an estimating system approved by the **Regulator**.

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6.5.4 Where a **regulated entity** has provided a customer with an estimated bill for the supply or sale of electricity and the credit meter is subsequently read, the **regulated entity** must include an adjustment on the next bill to take account of the actual meter reading.

## 6.6 Under charging

6.6.1 Subject to clause 6.6.2, where a **regulated entity** has undercharged a customer for the supply or sale of electricity as a result of an act or omission of the **regulated entity**, it may recover from the customer the amount undercharged.

6.6.2 Where, pursuant to clause 6.6.1, a **regulated entity** proposes to recover an amount undercharged as a result of the **regulated entity's** act or omission, the **regulated entity** must:

- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to the date of the customer's last bill;
- (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
- (c) not charge the customer interest on that amount; and
- (d) if the customer requests it, allow the customer time to pay that amount by equal instalments, over a period nominated by the customer being no longer than:
  - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
  - (ii) in any other case, 12 months.

## 6.7 Overcharging

6.7.1 Where a customer has been overcharged for the supply or sale of electricity as a result of an act or omission of the **regulated entity**, the **regulated entity** must inform the customer accordingly within 20 **business days** of the **regulated entity** becoming aware of that error and:

- (a) if the amount overcharged is K5 or less, and the customer has already paid that amount, credit that amount to the customer's next bill (if any); or
- (b) if the amount overcharged is more than K5, and the customer has already paid that amount, ask the customer for instructions as to whether the amount should be:
  - (i) credited to the customer's account;
  - (ii) repaid to the customer; or
  - (iii) on the customer's written instructions, paid to another person,and pay the amount in accordance with the customer's instructions within 20 **business days**.

6.7.2 Where the **regulated entity** has asked for instructions from a customer under clause 6.7.1 and no instructions have been provided by the customer within 30 days of making such a request, the **regulated entity** must credit the amount overcharged to the customer's account.

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6.7.3 No interest shall accrue on a credit or refund referred to in clause 6.7.1.

#### **6.8 Changes to the tariff rates and charges during a billing cycle**

If a tariff rate or charge applying to a customer at the customer's **supply point** changes during a **billing cycle**, the customer's bill for that **billing cycle** must be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

#### **6.9 Changes to the tariff or charge type during a billing cycle**

If the type of tariff or charge applying to a customer at the customer's **supply point** changes during a **billing cycle**, the customer's bill for that **billing cycle** must be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date until the end of the **billing cycle**.

#### **6.10 Alternative tariffs or tariff options**

6.10.1 Where a **regulated entity** offers alternative tariffs or tariff options and a customer:

- (a) applies in writing to the **regulated entity** to be transferred from one tariff to another tariff; and
- (b) demonstrates to the **regulated entity** that it satisfies all of the conditions relating to that other tariff imposed by the **regulated entity**,

the **regulated entity** must transfer the customer to that other tariff within 10 **business days**.

6.10.2 Where a customer informs a **regulated entity** of a change in use of the customer's **supply point**, the **regulated entity** may require the customer to transfer to a tariff applicable to the customer's use of that **supply point**.

6.10.3 If a customer fails to inform a **regulated entity** of a change in use of the customer's **supply point**, the **regulated entity** may transfer the customer retrospectively to a tariff applicable to the customer's use of that **supply point**.

## **7. PAYMENT**

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### **7.1 Due dates for payment**

Unless otherwise agreed with a customer, the pay by date specified in the bill must not be less than 14 days after the date the **regulated entity** sends the bill.

If a customer has not paid its bill by the due date, the **regulated entity** may send to that customer a reminder notice that its bill is past due, giving the customer a further due date (not less than 7 days after the date the notice is issued).

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## 7.2 Payment difficulties

Where a **domestic customer** informs the **regulated entity** that the customer is experiencing payment difficulties, the **regulated entity** must advise the **domestic customer**, as soon as is reasonably practicable, of instalment plan options offered by the **regulated entity** at that time.

## 7.3 Paying by instalments

7.3.1 A **regulated entity** must offer **domestic customers** at least the following payment options:

- (a) a system or arrangement under which a **domestic customer** may make payments in advance towards future bills; and
- (b) an interest free instalment plan or other arrangement under which the **domestic customer** is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).

7.3.2 A **regulated entity** may require a **domestic customer** to pay by instalments in advance if the **domestic customer** is in arrears.

7.3.3 A **regulated entity** does not have to offer a **domestic customer** an instalment plan if the **domestic customer** has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, the **regulated entity** must offer another instalment plan only if the **regulated entity** is reasonably satisfied that the **domestic customer** will comply with that instalment plan.

7.3.4 A **regulated entity** offering an instalment plan must:

- (a) in determining the period of the plan and calculating the amount of the instalments, take into account information from the **domestic customer** about the **domestic customer's** usage needs and capacity to pay;
- (b) specify the period of the plan;
- (c) specify the number of instalments (not less than 4, unless the **domestic customer** agrees otherwise);
- (d) specify the amount of the instalments which will pay the **domestic customer's** arrears (if any);
- (e) state how the amount of the instalments are calculated;
- (f) monitor the **domestic customer's** compliance with that plan; and
- (g) have in place fair and reasonable procedures to address payment difficulties a **domestic customer** may face while on the plan.

7.3.5 Nothing in this Code limits the payment options that a **regulated entity** may offer to a **domestic customer**.

## 7.4 Review of a bill

7.4.1 A **regulated entity** must review a customer's bill when asked by that customer.

7.4.2 The **regulated entity** must inform the customer of the outcome of that review as soon as reasonably possible, but, in any event, within 30 days.

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7.4.3 Where a **regulated entity** is reviewing a bill, the **regulated entity** may require the customer to pay:

- (a) the greater of:
  - (i) that portion of the bill under review that the customer and the **regulated entity** agree is not in dispute; or
  - (ii) an amount equal to the average amount of the customer's bills in the previous 12 months (excluding the bill in dispute); and
- (b) any future bills that are properly due.

7.4.4 Where the customer requests that, in reviewing the bill, a meter reading be checked or a meter be tested, the **regulated entity** must, as the case may be:

- (a) check the meter reading; or
- (b) test the meter.

The customer must pay in advance to the **regulated entity** the **regulated entity's** charge for checking the meter reading or for testing the meter.

7.4.5 Where, after conducting a review of the bill, a **regulated entity** is satisfied that it is:

- (a) correct, the **regulated entity** may require the customer to pay the amount of that bill which is still outstanding; or
- (b) incorrect, the **regulated entity**:
  - (i) must correct the customer's bill (in accordance with clause 6.6 or clause 6.7, if applicable);
  - (ii) must refund (or set off against the amount in paragraph (iii)) any fee paid in advance under clause 7.4.4; and
  - (iii) may require the customer to pay the amount of that bill which is still outstanding.

## 7.5 Shortened collection period

7.5.1 Where a **regulated entity** has issued a customer with:

- (a) reminder notices in respect of three consecutive bills; or
- (b) two consecutive **disconnection warnings**,

the **regulated entity** may place the customer on a shortened collection period.

7.5.2 Before a **regulated entity** may place a customer on a shortened collection period, the **regulated entity** must inform the customer that:

- (a) receipt of a third reminder notice (or second **disconnection warning**) may result in the customer being placed on a shortened collection period;
- (b) being placed on a shortened collection period will result in the customer not receiving a reminder notice until the customer has paid three consecutive bills by the pay by date;

- 
- (c) where the customer is a **domestic customer**, alternative payment arrangements (such as instalment plans offered by the **regulated entity**) are available;
  - (d) the customer may obtain further information from the **regulated entity** on a specified telephone number; and
  - (e) once on a shortened collection period, the customer must pay three consecutive bills by the pay by date to return to its previous collection period.

7.5.3 Where, after giving notice as required in clause 7.5.2, a **regulated entity** decides to shorten the collection period in respect of a customer, the **regulated entity** must give the customer written notice of that decision within 20 **business days** of the decision.

7.5.4 Where a customer on a shortened collection period pays three consecutive bills by the pay by date, the **regulated entity** must return the customer to the collection period that applied before the shortened collection period commenced.

## 7.6 Charge for dishonoured payments

If a payment by a customer of a **regulated entity's** bill by cheque, by a direct debit from an account with a bank or by credit card is dishonoured or reversed, and as a result the **regulated entity** incurs a bank fee, the **regulated entity** may recover the bank fee from the customer.

## 7.7 Cessation of supply or sale of electricity at customer's request

7.7.1 If a customer gives a **regulated entity** at least 3 **business days'** notice of that customer's intention to cease taking any supply of electricity, or to cease purchasing any electricity, from the **regulated entity** in respect of a **supply point**, the **regulated entity** must:

- (a) arrange for the reading of any credit meter on the notified date of cessation (or as soon as possible after that date if the customer has not provided access to that credit meter on that date); and
- (b) prepare and send to the customer at the forwarding address provided by the customer in the notice a final bill.

7.7.2 If a customer fails to give:

- (a) the relevant **regulated entity** the notice referred to in this clause; or
- (b) the required access to any meter,

the **regulated entity** may charge the customer for any electricity used at the customer's **supply point** until the credit meter is read (which must take place within 3 **business days** of the **regulated entity** becoming aware that the customer has ceased to take any supply of electricity, or has ceased to purchase any electricity, from the **regulated entity** in respect of the customer's **supply point**, provided that access to that meter is provided within the 3 **business day** period, and otherwise as soon as reasonably possible).

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## 8. SECURITY DEPOSITS AND ALTERNATIVES

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### 8.1 Security deposits

- 8.1.1 A **regulated entity** may require a customer to provide a **security deposit** at any time (and to increase the amount of any **security deposit** provided to the **regulated entity** by that customer), provided that the total amount of a **security deposit** must not be greater than twice the customer's forecast average bill for the period of the applicable **billing cycle** (as reasonably determined by the **regulated entity**).
- 8.1.2 A **regulated entity** must accept from a **general supply customer** or an **industrial customer** a bank guarantee as an alternative to a cash **security deposit**.

### 8.2 Interest on security deposits

Where a **regulated entity** has received a **security deposit** from a customer, the **regulated entity** is not required to pay interest on the deposit to the customer.

### 8.3 Return of security deposit

- 8.3.1 (a) Where:
- (i) a customer has been required by a **regulated entity** to pay a **security deposit**;
  - (ii) the customer ceases to purchase services from the **regulated entity** under the **customer supply and sale contract** to which the **security deposit** relates; and
  - (iii) the customer has been discharged from its obligations and liabilities under that **customer supply and sale contract**,
- the **regulated entity** must return the **security deposit** to the customer in accordance with clauses 8.3 and 8.5.
- (b) If the amount of the **security deposit** is K5 or less, the **regulated entity** may credit the **security deposit** to the credit of the customer's next bill (if any).
- (c) If the amount of the **security deposit** is more than K5 the **regulated entity** must ask the customer whether the amount is to be paid:
- (i) to the customer; or
  - (ii) on the customer's written instructions, to another person; and
- must pay the amount in accordance with the customer's instructions within 20 **business days**.
- 8.3.2 Where a customer does not give the **regulated entity** instructions under clause 8.3.1(c) within 30 days, the **regulated entity** must credit the amount of the **security deposit** to the customer's next bill (if any).
- 8.3.3 Where a **regulated entity** has accepted a bank guarantee from a **general supply customer** or an **industrial customer** in lieu of a cash **security deposit**, the **regulated entity** must return the bank guarantee within 20 **business days** of the **general supply** or the **industrial customer** satisfying the conditions referred to in clause 8.3.1(a).

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#### 8.4 Identification in a regulated entity's accounts

A **regulated entity** must keep **security deposits** in a separate account and separately identify in its company accounts, at all times, the value of **security deposits** which it holds.

#### 8.5 Use of a security deposit

8.5.1 Despite clause 8.3.1, a **regulated entity** may, subject to clause 8.5.2, use a customer's **security deposit** to offset any amount owed by that customer to the **regulated entity**:

- (a) if the customer fails to pay a bill; or
- (b) in relation to a final bill issued by the **regulated entity**.

8.5.2 The **regulated entity** must not, without the customer's written consent, use a customer's **security deposit** to offset charges in respect of any goods or services referred to in clause 6.4.2 provided by the **regulated entity**.

8.5.3 The **regulated entity** must account to the customer for any use of the **security deposit** (and pay the balance, if any, to the **customer**) within 20 **business days**.

### 9. DISCONNECTION

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#### 9.1 Disconnection

Subject to clauses 9.2 and 9.3, a **regulated entity** may disconnect or arrange for the disconnection of a customer's premises in accordance with this clause 9 if the customer has not:

- (a) paid a bill; or
- (b) agreed to an offer (made in accordance with clauses 7.2 and 7.3) of an instalment plan or other payment option to pay a bill; or
- (c) adhered to the customer's obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills.

#### 9.2 Domestic customers

9.2.1 Where, because of a lack of sufficient income on the part of a **domestic customer**, the **domestic customer** is unable to pay a bill, a **regulated entity** must not disconnect or arrange the disconnection of the **domestic customer's** premises except in accordance with clauses 9.2.2 and 9.2.3.

9.2.2 The **regulated entity** must have:

- (a) used its best endeavours to contact the **domestic customer** personally:
  - (i) by telephone;
  - (ii) by registered mail; or
  - (iii) by any other method approved by the **Regulator** from time to time;
- (b) offered the **domestic customer** alternative payment options of the kind referred to in clause 7;

- 
- (c) given the **domestic customer** a reminder notice; and
  - (d) after the expiry of the period referred to in the reminder notice, given the **domestic customer** a written **disconnection warning** with 10 **business days** notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).
- 9.2.3 Provided the **regulated entity** has complied with this clause 9.2, the **regulated entity** may disconnect or arrange for the disconnection of the **domestic customer's** premises immediately if the **domestic customer**:
- (a) has refused or failed to accept the offer referred to in clause 9.2.2(b) before the expiry of the 10 **business day** period in the **disconnection warning**; or
  - (b) has accepted the offer referred to in clause 9.2.2(b) but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 10 **business day** period in the **disconnection warning**.
- 9.2.4 A **regulated entity** is not obliged to offer an instalment payment plan as provided in clause 9.2.2(b) where the **domestic customer** has in the previous twelve months had two instalment plans cancelled due to non payment.
- 9.3 General Supply Customers and Industrial Customers**
- 9.3.1 A **regulated entity** must not disconnect the premises of a **general supply customer** or an **industrial customer** for failure to pay a bill except in accordance with clauses 9.3.2 and 9.3.3.
- 9.3.2 The **regulated entity** must have:
- (a) used its best endeavours to contact the **general supply customer** or the **industrial customer** personally:
    - (i) by telephone;
    - (ii) by registered mail; or
    - (iii) by any other method approved by the **Regulator** from time to time;
  - (b) offered the **general supply customer** or the **industrial customer** an extension of time to pay on terms and conditions (which may include the payment of interest approved by the **Regulator** from time to time);
  - (c) given the **general supply customer** or the **industrial customer** a reminder notice; and
  - (d) after the expiry of the period referred to in the reminder notice, given the **general supply customer** or the **industrial customer** a written **disconnection warning** with 10 **business days** notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).
- 9.3.3 Provided the **regulated entity** has complied with this clause 9.3, the **regulated entity** may disconnect or arrange for the disconnection of the premises of the **general supply**

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**customer** or the **industrial customer** immediately if the **general supply customer** or the **industrial customer**:

- (a) has refused or failed to accept the offer referred to in clause 9.3.2(b) before the expiry of the 10 **business day** period in the **disconnection warning**; or
- (b) has accepted the offer referred to in clause 9.3.2(b) but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 10 **business day** period in the **disconnection warning**.

#### **9.4 Denying access to the meter**

9.4.1 Where a **domestic customer** fails to allow, for 3 consecutive **billing cycles** (or such long period as the **regulated entity** nominates), a **regulated entity** access to the **domestic customer's** premises to read any credit meter, the **regulated entity** may disconnect or arrange for the disconnection of the **domestic customer's** premises.

9.4.2 A **regulated entity** must not exercise its disconnection right under this clause 9.4 unless the **regulated entity** has:

- (a) given to the customer an opportunity to offer reasonable alternative access arrangements;
- (b) on each of the occasions it was denied access, given to the customer written notice requesting access to the relevant meter;
- (c) used its best endeavours to contact the customer personally:
  - (i) by telephone;
  - (ii) by registered mail; or
  - (iii) by any other method approved by the **Regulator** from time to time; and
- (d) given the customer a written **disconnection warning** with 10 **business days** notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

#### **9.5 Illegal use**

Notwithstanding any of the requirements in this clause 9, a **regulated entity** may arrange for the disconnection of a customer's **supply point** immediately where the customer has used electricity contrary to clause 5.

#### **9.6 Security deposits**

9.6.1 A **regulated entity** may arrange for the disconnection of a customer's **supply point** where the customer fails to or refuses to pay a **security deposit** or provide a bank guarantee in accordance with clause 8.

9.6.2 A **regulated entity** must not exercise its right to disconnect under clause 9.6.1 unless the **regulated entity** has given the customer not less than 10 **business days** written notice of its intention to arrange for the disconnection (the 10 **business days** shall be counted from the **date of receipt** of the notice).

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## 9.7 When a regulated entity must not disconnect

A **regulated entity** must not disconnect or arrange for the disconnection of a customer's premises:

- (a) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Regulator** and the customer has agreed with the **regulated entity** to pay that amount;
- (b) where the customer has advised the **regulated entity** that a person ordinarily residing at the premises is dependent on designated life support equipment in accordance with the provisions of clause 11;
- (c) after 3.00pm on a **business day**; or
- (d) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.

## 9.8 Request for final account on disconnection

If a customer requests a **regulated entity** to arrange for the preparation and issue of a final bill for, or the disconnection of, the customer's **supply point**, the **regulated entity** must use its best endeavours to arrange for that bill or disconnection in accordance with the customer's request.

## 9.9 Permitted disconnections

Notwithstanding this clause 9, a **regulated entity** may disconnect a customer's **supply point** pursuant to clause 12.1 (in the case of an **emergency**), 12.2 (pursuant to any relevant legislation) or 12.3 (for health and safety reasons).

# 10. RECONNECTION AFTER DISCONNECTION

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## 10.1 Regulated entity and customer obligations

Where a **regulated entity** has disconnected or arranged for the disconnection of a customer's **supply point**:

- (a) under clause 9.1, for non-payment of a bill, and the customer has subsequently paid or agreed to accept an offer (made in accordance with clause 7.3) of an instalment plan and made contribution to that instalment plan, or other payment option;
- (b) under clause 9.4, because it was denied access to any credit meter and the customer provides access to the credit meter;
- (c) under clause 9.5 for a customer using electricity in breach of clause 5, and the customer has remedied that breach, and has paid, or made an arrangement to pay, the amounts referred to in clause 5(n) and (o);
- (d) under clause 9.6, because the customer had refused to pay a **security deposit** or provide a bank guarantee and has subsequently done so; or

- 
- (e) under clause 12, for a health or safety reason and the circumstances giving rise to the disconnection no longer exist,

the **regulated entity** must reconnect or arrange for the reconnection of the customer's **supply point** in accordance with this clause, subject to:

- (i) clause 5;
- (ii) the customer making a request for reconnection; and
- (iii) the customer first paying the **regulated entity** a reasonable charge for reconnection.

## 10.2 Required Connection Date

Where under clause 10.1 a **regulated entity** is obliged to reconnect or arrange for the reconnection of a customer's **supply point**, the **regulated entity** must use its best endeavours to reconnect or arrange for the reconnection as soon as reasonably practicable.

## 11. SPECIAL NEEDS

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### 11.1 Life support equipment

11.1.1 Where a customer provides a **regulated entity** with confirmation from a registered medical practitioner or a hospital that a person residing at the customer's premises requires life support equipment, the **regulated entity** must:

- (a) register the premises as a life support equipment address and give to the **regulated entity** relevant information about the premises for the purposes of updating the **regulated entity's** records and registers;
- (b) not disconnect or arrange for the disconnection of that premises while the person continues to reside at that address and requires the use of life support equipment; and
- (c) give the customer:
  - (i) an emergency telephone contact number;
  - (ii) at least 4 **business days'** written notice of any planned interruptions to the supply of electricity at the premises (the 4 **business days** to be counted from the **date of receipt** of the notice); and
  - (iii) advice when there is likely to be a planned interruption of the supply of electricity at the premises.

11.1.2 A **regulated entity** may require that a customer whose premises has been registered under this clause inform the **regulated entity** if the person for whom the life support equipment is required vacates the premises or no longer requires the life support equipment.

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## 12. EMERGENCIES AND SAFETY

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### 12.1 Emergency disconnection

12.1.1 Notwithstanding any other clause, a **regulated entity** may disconnect or interrupt or cause to be disconnected or interrupted the supply of electricity to a customer's **supply point** in the case of an **emergency**.

12.1.2 Where a **regulated entity** exercises its disconnection right under clause 12.1.1 it must:

- (a) provide, by way of a 24 hour emergency line, information on the nature of the **emergency** and an estimate of the time when the supply of electricity will be restored; and
- (b) use its best endeavours to restore the supply of electricity to the customer's **supply point** as soon as possible.

### 12.2 Powers under Acts

Notwithstanding any other clause, a **regulated entity** may exercise any power, or comply with any direction, order or requirement, under the *Essential Services Act 2002* or any other relevant legislation.

### 12.3 Health and safety

12.3.1 Notwithstanding any other clause and subject to clause 12.3.2, a **regulated entity** may disconnect or interrupt or cause to be disconnected or interrupted the supply of electricity to a customer's **supply point** for reasons of health or safety.

12.3.2 Except in the case of an **emergency**, or where there is a need to reduce the risk of fire, or where relevant legislation, regulations or codes require it, a **regulated entity** must not disconnect a customer's premises for a health or safety reason unless the **regulated entity** has –

- (a) given the customer written notice of the reason;
- (b) allowed the customer 5 **business days** to remove the reason (the 5 **business days** shall be counted from the **date of receipt** of the notice); and
- (c) at the expiration of those 5 **business days** given the customer, by way of a written **disconnection warning**, another 5 **business days'** notice of its intention to disconnect the **supply point** (the 5 **business days** shall be counted from the **date of receipt** of the notice).

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## 13. SUPPLY INTERRUPTIONS

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### 13.1 Regulated entity's right to interrupt supply

Subject to clause 13.2 and 13.3 a **regulated entity** may interrupt or limit the supply of electricity to a customer's **supply point**:

- 
- (a) to the extent necessary for carrying out maintenance or repair to, or testing or commissioning, the **regulated entity's** transmission or distribution network or any part of it or any **connection point**;
  - (b) to the extent necessary for connecting a new **supply point** to the **regulated entity's** transmission or distribution network;
  - (c) to the extent necessary for carrying out augmentations or extensions to the **regulated entity's** transmission or distribution network;
  - (d) pursuant to clauses 12.1 (in the case of an **emergency**), 12.2 (pursuant to any relevant legislation) or 12.3 (for health and safety reasons); or
  - (e) as otherwise agreed in writing with the customer.

### 13.2 Notice of interruptions

Except in the case of an **emergency** or other event described in clause 12 or where the interruption or limitation of the supply of electricity is less than 15 minutes, a **regulated entity** must not exercise its right to interrupt or limit the supply of electricity under clause 13.1 unless the **regulated entity** has used its best endeavours to give each affected customer not less than 5 days' notice of the interruption or limitation of electricity supply (not including the day on which the notice is given):

- (a) by mail;
- (b) by radio or television announcement;
- (c) by publication in a daily newspaper; or
- (d) in such other manner as is approved by the **Regulator**.

### 13.3 Minimisation of interruptions

A **regulated entity** that supplied electricity to a **supply point** must use its best endeavours:

- (a) to minimise interruptions or limitations of the supply of electricity to a **supply point** caused by:
  - (i) carrying out maintenance or repair to, or testing or commissioning, the **regulated entity's** transmission or distribution network or any part of it or any **connection point**;
  - (ii) connecting a new **supply point** to the **regulated entity's** transmission or distribution network; or
  - (iii) carrying out augmentations or extensions to the **regulated entity's** transmission or distribution network; and
- (b) to restore the supply of electricity as soon as practicable.

### 13.4 Information on interruptions

A **regulated entity** that supplies electricity to a **supply point** must provide a 24 hour telephone number for customers to find out, where information is available, the expected

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duration and other details of unplanned interruptions or limitations to the supply of electricity and for the notification of emergencies and faults.

## **14. METERS**

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### **14.1 Testing**

A **regulated entity** that supplies or sells electricity to a **supply point** may at any time, and must within a reasonable time of receipt of a request from a customer, test or arrange for the testing of a meter that measures the use of electricity at that **supply point**.

### **14.2 Costs of test**

If, as a result of a test requested by a customer under this clause 14, the meter:

- (a) shows an error of plus or minus 2% or more in the amount of electricity recorded, the **regulated entity** must bear the cost of the test; or
- (b) shows no error or an error of less than plus or minus 2% in the amount of electricity recorded, the **regulated entity** may require that the customer who requested the test pay the cost of the test.

### **14.3 Results of test**

The **regulated entity** must, upon request, provide the customer with the results of the test conducted under clause 14.1.

### **14.4 Repair or replacement of meter**

If a test conducted in accordance with this clause 14 shows an error in a meter of plus or minus 2% or more in the amount of electricity recorded, the **regulated entity** must:

- (a) repair, or procure the repair, of the meter so that the error is rectified; or
- (b) replace the meter by installing a new meter,

within 5 **business days** or such longer period as may be approved by the **Regulator**.

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## Schedule 1 - DEFINITIONS AND INTERPRETATION

### Definitions

“**Act**” means the *Electricity Industry Act 2002*;

“**billing cycle**” means the regular recurrent period for which a customer receives a bill from a **regulated entity**;

“**business day**” means a day other than a Saturday or a Sunday;

“**connection point**”, in respect of a **supply point**, means any point at the **supply point** at which an **electrical installation** is connected to a distribution network;

“**connector box**” means a box or receptacle for the housing of connections between an overhead or underground service main and any fixed wiring;

“**customer supply and sale contract**” means either a **negotiated customer supply and sale contract** or a **standard customer supply and sale contract**;

“**date of receipt**” means, in relation to the receipt by a customer of a notice (including a **disconnection warning**) given by a **regulated entity**:

- (a) in the case where the **regulated entity** hands the notice to the customer, the date the **regulated entity** does so;
- (b) in the case where the **regulated entity** sends a notice by facsimile or by e-mail before 5pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where the **regulated entity** leaves the notice at the customer’s premises, the date the **regulated entity** does so;
- (d) in the case where the **regulated entity** gives the notice by registered mail, a date 2 **business days** after the date the **regulated entity** sent the notice;

“**disconnection warning**” means a notice in writing issued in accordance with clause 9;

“**domestic customer**” means a customer in respect of a premises who consumes or intends to consume electricity supplied to that premises principally for domestic or household purposes, but does not include a person who is a **general supply customer** or an **industrial customer** in respect of that premises;

“**electrical installation**” has the meaning given to it in the **Act**;

“**emergency**” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, or which destroys or damages, or threatens to destroy or damage, any property;

“**general supply customer**” means a customer in respect of a premises who has a minimum demand for electricity of less than 200kVA at that premises, but who does not consume or intend to consume that electricity principally for domestic or household purposes;

“**industrial customer**” means a customer in respect of a premises who has a minimum demand for electricity of 200kVA or more at that premises, irrespective of the purpose of which that electricity is or is intended to be consumed;

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“**negotiated customer supply and sale contract**” means a **customer supply and sale contract** other than a **standard customer supply and sale contract**;

“**new connection**”, in respect of a premises, means a connection of a kind described in Schedule 3;

“**outage**” means any full or partial unavailability of a generating plant or a transmission or distribution network operated by **PNG Power** (or any part thereof) which results in a disruption to the supply of electricity by **PNG Power** to a **supply point** that is located in a **service area**;

“**planned outage**” means an **outage** that is scheduled at least 5 days in advance for the purposes of routine maintenance;

“**PNG Power**” means PNG Power Ltd (company number 1-44680) or any person that subsequently carries on substantially the same business, using substantially the same assets, as the business carried on and assets used by PNG Power Ltd as at the date this Code is made;

“**Regulator**” means the Independent Consumer and Competition Commission established under the *Independent Consumer and Competition Commission Act 2002*;

“**Regulatory Contract**” means any regulatory contract issued under section 34 or 35 of the *Independent Consumer and Competition Commission Act 2002* which applies to a **regulated entity**;

“**regulated entity**” means a person licensed under the **Act** to generate or retail electricity or to operate a transmission or distribution network;

“**required connection date**”, in respect of a **new connection**, means the relevant date set out (opposite the description of that **new connection**) in Schedule 3;

“**required notice**”, in respect of a **planned outage** that affects premises in a **service area**, means a notice of that **planned outage** that is:

- (a) broadcast in that **service area** by way of radio or television announcement during the hours of 8.00 am and 7.00 pm on any day;
- (b) published in a daily newspaper circulating in that **service area**; or
- (c) delivered by mail to each customer in respect of premises that are affected by the **planned outage**,

such broadcast, publication or delivery being made at least 5 days (not including the day on which the broadcast, publication or delivery is made) prior to the date on which the **planned outage** commences;

“**security deposit**” means an amount of money or other arrangement acceptable to the **regulated entity** as a security against a customer defaulting under a **customer supply and sale contract**;

“**service area**” means a service area listed in Schedule 4;

“**service zone**” means a service zone listed in Schedule 4;

“**standard customer supply and sale contract**” means the Standard Customer Supply and Sale Contract attached to this Code as such contract is amended from time to time with the approval of the **Regulator**;

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**“supply point”** means:

- (a) where the electricity is supplied at a premises, those premises; and
- (b) where the electricity is supplied at a public lighting installation, that public lighting installation;

**“total energy delivered”**, in respect of a **service area** for a calendar year, means the amount of electricity that would normally be supplied during that calendar year to a transmission or distribution network for delivery to **supply points** that are located in that **service area** as calculated in accordance with a method approved, specified or deemed to be approved by the **Regulator** pursuant to the **Regulatory Contract** which applies to **PNG Power**;

**“uncontrollable outage”** means an **outage** which is caused by an event the nature or extent of which could not reasonably have been foreseen or prevented by **PNG Power**;

**“undelivered energy”**, in respect of a **service area** for a calendar year, means the amount of energy not delivered in that **service area** for that calendar year as a result of **outages** other than **uncontrollable outages** as calculated in accordance with a method approved, specified or deemed to be approved by the **Regulator** pursuant to the **Regulatory Contract** which applies to **PNG Power**;

**“unserved energy ratio”**, in respect of a **service area** (s) for a calendar year (t) ( $USE_{s,t}$ ), is calculated as:

$$UE_{s,t}/TED_{s,t}$$

where:

$UE_{s,t}$  is the **undelivered energy** in respect of that **service area** for that calendar year; and

$TED_{s,t}$  is the **total energy delivered** in respect of that **service area** for that calendar year;

**“Wiring Rules”** means the Australian Standard Rules for the Electrical Equipment of Buildings, Structures and Premises, Australian Standard No. CC.1 Parts I. and II., as approved from time to time by the Council of the Standards Association of Australia.

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## Schedule 2 - MINIMUM RELIABILITY STANDARDS

| Reliability Target (%) |                |                |                |
|------------------------|----------------|----------------|----------------|
| Calendar year          | Service zone 1 | Service zone 2 | Service zone 3 |
| 2003                   | 1.1            | N/A            | N/A            |
| 2004                   | 0.8            | N/A            | N/A            |
| 2005                   | 0.6            | 1.0            | 1.5            |
| 2006                   | 0.5            | 1.0            | 1.5            |
| 2007                   | 0.4            | 1.0            | 1.5            |
| 2008                   | 0.3            | 1.0            | 1.5            |
| 2009                   | 0.22           | 1.0            | 1.5            |
| 2010                   | 0.22           | 1.0            | 1.5            |
| 2011                   | 0.22           | 0.4            | 0.8            |

It is intended that these Reliability Targets will correspond to those Reliability Targets set out in any **Regulatory Contract** that applies to **PNG Power**. Accordingly, it is intended that this Schedule will be modified to incorporate any changes in the Reliability Targets set out in any such **Regulatory Contract** or to incorporate any new **Reliability Targets** for calendar years following 2011 which are set out in any such **Regulatory Contract**.

### Schedule 3 - NEW CONNECTIONS AND REQUIRED CONNECTION DATES

| Connection   | Required connection date <sup>3</sup>  |
|--|--|
| Reactivation of service to premises where premises has not been disconnected and premises is located in service zones 1, 2 or 3  | 2 working days after the reactivation of service is requested by the relevant customer   |
| New low voltage <sup>1</sup> connection from existing mains adjacent to the premises to be connected where premises is located in:<br><br>- service zone 1<br><br>- service zones 2 or 3                         | 5 working days after the connection is requested by the relevant customer<br><br>7 working days after the connection is requested by the relevant customer                             |
| New low voltage <sup>1</sup> connection which requires erection of new mains (with a maximum of 3 additional poles) where relevant premises is located in:<br><br>- service zone 1<br><br>- service zones 2 or 3 | 15 working days after the connection is requested by the relevant customer <sup>4</sup><br><br>20 working days after the connection is requested by the relevant customer <sup>4</sup> |
| New high voltage <sup>2</sup> connection which requires new mains and pole mounted transformers where relevant premises is located in:<br><br>- service zone 1<br><br>- service zones 2 or 3                     | 50 working days after the connection is requested by the relevant customer <sup>4</sup><br><br>65 working days after the connection is requested by the relevant customer <sup>4</sup> |
| New high voltage <sup>2</sup> connection which requires new mains and ground type substations where relevant premises is located in service zones 1, 2 or 3  | 90 working days after the connection is requested by the relevant customer <sup>4</sup>  |
| Any other new connection   | Date agreed between PNG Power and the relevant customer  |

1 Low voltage means 415V (three-phase) or 240V (single-phase).

2 High voltage means 11kV and above.

3 These **required connection dates** assume that any electric line or equipment to which the connection is being made is in a safe condition and is ready to receive such connection and that the customer has complied with any requirements imposed by **PNG Power** as a pre-condition to connection.

4 These **required connection dates** assume that the required new mains and transformers are to be located either on land owned by the relevant customer or on land over which the relevant easements have been granted.

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#### Schedule 4 - SERVICE AREAS AND SERVICE ZONES

| <b>Service areas</b> | <b>Service zone</b> |
|----------------------|---------------------|
| Port Moresby         | 1                   |
| Goroka               | 1                   |
| Rabaul/Kervat        | 1                   |
| Gusap                | 1                   |
| Ialibu               | 1                   |
| Kagua                | 1                   |
| Kainantu             | 1                   |
| Kundiawa             | 1                   |
| Kwikila              | 1                   |
| Lae                  | 1                   |
| Madang               | 1                   |
| Mendi                | 1                   |
| Minj/Banz            | 1                   |
| Mount Hagen          | 1                   |
| Mumeng               | 1                   |
| Pangia               | 1                   |
| Wabag                | 1                   |
| Wapenamanda          | 1                   |
| Yonki                | 1                   |
| Kimbe                | 2                   |
| Wewak                | 2                   |
| Aitape               | 3                   |
| Alotau               | 3                   |

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| <b>Service areas</b> | <b>Service zone</b> |
|----------------------|---------------------|
| Bialla               | 3                   |
| Daru                 | 3                   |
| Finschhafen          | 3                   |
| Kavieng              | 3                   |
| Kerema               | 3                   |
| Lorengau             | 3                   |
| Maprik               | 3                   |
| Popondetta           | 3                   |
| Samarai              | 3                   |
| Vanimu               | 3                   |
| Wau                  | 3                   |
| Porgera              | 3                   |

The boundaries for each **service area** listed above are as specified in the retail licence issued to **PNG Power** under the **Act**.