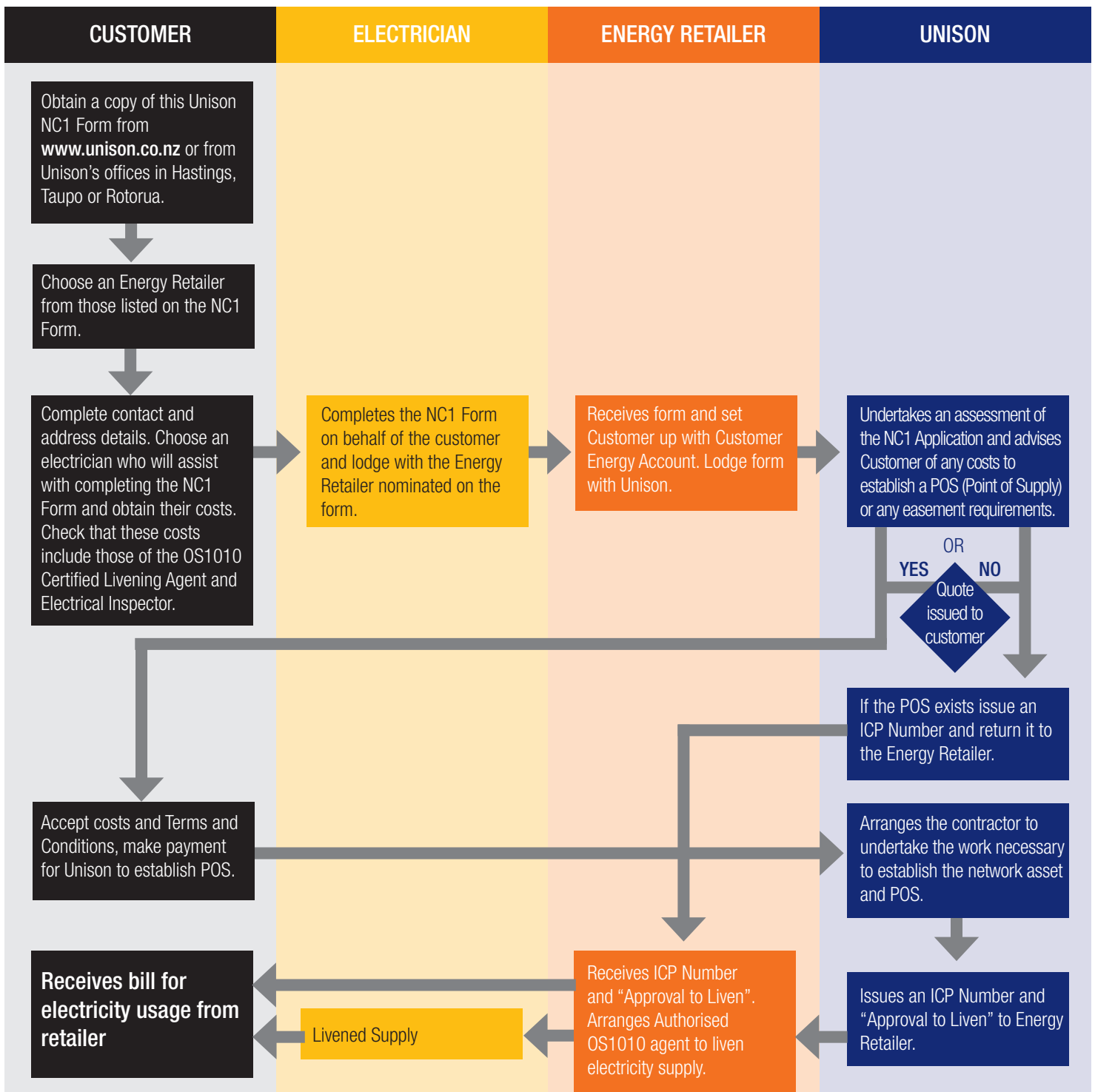


APPLICATION FOR NETWORK CONNECTION/ALTERATION

IMPORTANT INFORMATION Pages **2** and **3** of this form are to be completed by the Customer or by the Customer's duly authorised agent. The Customer is the person who is requesting a connection, or alteration of a connection, to Unison's electricity network and is typically the owner of the property where the new network connection (also known as the point of supply ("POS")) is to be sited.

It is vital that all sections of this application form are completed correctly (including Page 3). This will assist both your energy retailer and Unison to process this application and avoid delays. Application forms will be returned and full information requested, if the information supplied by you is incomplete or inaccurate.

PLEASE TAKE THE TIME TO VIEW THE FLOW CHART BELOW TO ENSURE THERE IS NO DELAY TO YOUR APPLICATION.



9. LOCATION PLAN AND DETAILS OF NETWORK CONNECTION LOCATION Electrician to complete

Please draw a plan of the location and details of the proposed network connection location. Include property boundaries, the location or proposed location of buildings, and the proposed network connection point /POS. Use separate sheet if necessary.



10. DECLARATION

On behalf of the Customer, I hereby apply for connection/ alteration of connection to Unison's electricity network. I confirm that I am duly authorised by the Customer to sign this application on the Customer's behalf and confirm that the Customer agrees to be bound by the terms and conditions attached.

Name of person signing application..... Position (i.e. agent/ authorised officer of customer)

Signature..... Date

On completion of this form, please fax/forward pages 2 & 3 to your NOMINATED ENERGY RETAILER (choose from list below)

TRUSTPOWER

Fax: 0800 872 666

MERCURY/MIGHTY RIVER POWER

Fax: 0800 490 002

CONTACT ENERGY

Fax: 0800 638 374

MERIDIAN ENERGY

Fax: 0800 497 498

ENERGY ONLINE

Fax: 09 539 4633

TODD ENERGY

Fax: 07 307 0922

GENESIS ENERGY

Fax: 0800 155 989

TERMS AND CONDITIONS

1. POINT OF SUPPLY

Unison is an electricity lines owner. It owns lines, cables, and equipment used in the electricity network up to the point of supply ("POS"). The POS is often located on the boundary of Your property.

Unison is not responsible for the installation, connection to the POS, inspection, liveing, maintenance, or repairs of Your service cable. Your service cable generally runs from the POS through Your property and to the building or location where electricity is supplied by Your energy retailer and consumed by You. If necessary, please discuss this with Your electrician and/or energy retailer.

2. ASSESSMENT

Upon receipt of the NC1 form, Unison will undertake an assessment of the Customer's application for a network connection POS (the "Assessment"). The Assessment may (in Unison's sole discretion) include:

- Determining whether a POS already exists or is adequate for the proposed use;
- If a POS does not already exist, considering the electrical works that may need to be constructed to establish the POS;
- Determining the documentation and payments that Unison will require from the Customer to establish the POS;
- Determining any administration charges that may be applicable to issue the ICP and authorize liveing;

In undertaking the Assessment, Unison shall be entitled to rely on all information provided by or on behalf of the Customer in the NC1 form.

3. PROVISION OF SUPPLY

Your application to be connected to Unison's electricity network affects two companies: The network company, Unison, and the energy retailer You have nominated. The two companies require time to complete their respective procedures and to set up connection details.

After Unison has performed its Assessment, Unison will notify You of what is required to establish the POS and the relevant time frames.

4. COSTS

In most instances, Unison will require a contribution from You for the costs associated with the capital works undertaken to establish a POS. After completion of the Assessment, Unison will notify you of these costs or an estimate of these costs payable by you. Details of Unison's Capital Contributions Policy are available at www.unison.co.nz.

Unison is not responsible for OS1010 Certified Liveing Agent costs, inspection costs, the supply and installation of service mains, any legal costs arising (including any easement costs) or the cost of obtaining any necessary consents required.

5. PRIVACY ACT

You authorise Unison to collect, retain, use and disclose any personal information about the Customer (including the information collected in the NC1 Form) for the following purposes (in addition to any purposes otherwise authorised by law):

- (a) enabling Unison to establish the POS requested by the Customer;
- (b) assessing the Customer's creditworthiness;
- (c) disclosing to a third party details of this application and any subsequent dealings the Customer may have with Unison for the purpose of recovering amounts payable by the Customer, ascertaining at any time the Customer's creditworthiness, obtaining at any time credit statements, providing credit references, or enabling a credit reporter to maintain accurate records about the Customer;
- (d) marketing goods and services offered by Unison to the Customer;
- (e) administering, whether directly or indirectly, Unison's agreements with the Customer and enforcing Unison's rights thereunder;
- (f) enabling Unison to communicate with the Customer for any purpose.

The Customer, if an individual, has a right of access to that Customer's personal information held by Unison. The Customer may request correction of that information and may require that the request be stored with that information. Unison may charge reasonable costs for providing access to that information.

6. ACCESS TO THE SITE

The Customer must ensure that, for the purposes of Unison performing the Assessment:

- (a) Unison will be entitled to access the Site and any land owned by Third Party Land Owners as is reasonably necessary for Unison to undertake the Assessment; and
- (b) Unison will be entitled to rights of ingress to, and egress from, the Site and any land owned by Third Party Land Owners.

The Customer undertakes to Unison no significant hazard within the meaning of the Health and Safety in Employment Act is known to exist upon or in relation to the Site or the land owned by Third Party Land Owners.

7. SUBCONTRACTORS

Unison may engage a subcontractor or subcontractors to perform the Assessment or any part of it. Unison will be responsible for the works of all subcontractors.

The Customer may not give instructions to any subcontractor in respect of the Assessment.

8. SUSPENSION OF ASSESSMENT

Unison may suspend the Assessment in the event that:

- (a) Any payment is due by the Customer to Unison;
- (b) Any Unison employee, representative, contractor and/or agent apprehends that the Site is unsafe for the purposes of the Assessment for any reason whatsoever, including without limitation:
 - (i) Where a significant hazard may exist at the Site; or
 - (ii) Where the Customer or any third party threatens, harasses or assaults any Unison employee, representative, contractor and/or agent in the course of Unison undertaking the Assessment;
- (c) Unison apprehends that there is a threat or damage or destruction of Unison property in the course of Unison undertaking the Assessment.

9. LIMITATION OF LIABILITY AND INDEMNITY

Notwithstanding anything at law or in equity to the contrary but subject to clause 10 of these terms and conditions:

- (a) Unison (including, without limitation, Unison's directors, employees, representatives, contractors and/or agents) will not be liable for any direct, indirect or consequential loss suffered by the Customer arising howsoever from:
 - (i) Unison relying on the information provided by or on behalf of the Customer in the NC 1 form;
 - (ii) Delays in the establishment or alteration of any POS;
 - (iii) The performance of the Assessment;
 - (iv) Any failure resulting in any works failing to operate at all or otherwise to reasonable industry standards for any reason whatsoever (including, without limitation, negligence).
- (b) Unison's liability arising from performing the Assessment and all related matters (whether arising under contract, tort (including negligence), equity or otherwise) will be limited to, at Unison's election, the costs paid by the Customer to Unison in order to establish the network connection/POS requested on the NC 1 form;
- (c) The Customer indemnifies Unison against all and any claim(s) by any third party for losses, including costs, (whether arising under tort (including negligence), equity or otherwise) arising from any act of, or omission by, Unison in its performance of the Assessment or establishment of the POS in accordance with this NC1 form.

10. CONSUMER GUARANTEES ACT

Nothing in these terms and conditions are intended to have the effect of contracting out of the Consumer Guarantees Act 1993 (the "CGA") save to the extent permitted by the CGA and these terms and conditions are to be modified to give effect to that intention.

Where the network connection/POS is supplied or altered for business purposes the Customer acknowledges that the CGA does not apply.

11. VARIATIONS

No variation or amendment to these terms and conditions is effective unless it is in writing and signed by all the parties.

12. NO REPRESENTATIONS

The Customer acknowledges that the Customer has completed the NC1 form relying on the Customer's own judgement and that the Customer has not completed the NC1 form relying upon any representation (express or implied) made by Unison.

13. AUTHORITY TO SIGN

The Customer warrants that the Customer is legally entitled to complete the NC 1 form and apply for network connection in relation to the Site.

The person that signs the NC1 form for and on behalf of the Customer, if that person is not the Customer, warrants that he or she is legally entitled to sign the NC 1 form on behalf of the Customer and indemnifies Unison from any loss in the event that the person is not so authorised.

14. GOVERNING LAW

These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to the Customer's application for network connection / alteration / POS.