

CIW STANDARD TERMS

Last updated: 1 July 2025

BACKGROUND

- A. Aurora Energy Limited (**Aurora**) owns and operates electricity distribution networks in Dunedin and Central Otago.
- B. The Customer wishes to connect to Aurora's network and requires a relocation or extension of Aurora's network.
- C. The Approved Contractor will design, construct and complete the Works involved in the relocation or extension of Aurora's network.
- D. The Customer will pay the Capital Contribution to the Approved Contractor. The Customer may enter into a separate agreement with the Approved Contractor to cover the construction of the Works, but these CIW Standard Terms will prevail.
- E. Aurora will pay the Total Price of the Works to the Approved Contractor and will own and operate the Works once complete. The Approved Contractor will then pay the Capital Contribution to Aurora.
- F. The three parties will sign a CIW Standard Connection Agreement to define details of the connection and bind them to these CIW Standard Terms.

AGREED TERMS

1. INTERPRETATION

1.1. Definitions

In this Agreement, certain words and parties are defined in the CIW Standard Connection Agreement, and unless the context requires otherwise:

Adjoining Properties means the specific properties (if any) identified in the CIW Standard Connection Agreement, which lie between the Property and Aurora's existing network (often the public road) and are relevant to the Works.

Agreement means the CIW Standard Connection Agreement and these terms.

Approved Contractor Agreement means the separate agreement between the Approved Contractor and Aurora that sets out the rights and obligations in relation to any work the Approved Contractor performs on Aurora's network.

Capacity means the assessed electrical capacity of the connections that the Works were designed to provide, as set out in the CIW Standard Connection Agreement.

Capital Contribution means a non-refundable contribution made by the Customer toward the capital cost of the Works and calculated in accordance with Aurora's published Capital Contributions policy (available from www.auroraenergy.co.nz), as set out in the relevant CIW Standard Connection Agreement.

Certificate of Practical Completion means a valid certificate of practical completion approved by Aurora in accordance with this Agreement.

CIW Standard Connection Agreement means the specific contract completed and signed by the parties, which incorporates these terms.

Customer means the person, or organisation, for whom Aurora will provide the Works, as set out in the CIW Standard Connection Agreement.

Easement means an easement to convey electricity in gross over a property, in favour of Aurora.

Easement Agreement means each agreement to grant an electricity Easement required in relation to the Works.

GST means Goods and Services Tax payable pursuant to the Goods and Services Tax Act 1985 (or any similar tax levied in substitution).

Installation Fittings means any assets that will remain the property of the Customer.

Intellectual Property means all intellectual property rights and interests (including common law rights and interests) in any jurisdiction, whether registered or unregistered, and includes all applications and rights to apply for the same, and in relation to Aurora includes Aurora's data (including information or data derived from Aurora's data), Standards, drawings and specifications.

Landowners means the registered owners of the Property and any Adjoining Properties (if any).

Liven, Lived and Livening means to connect the Works to Aurora's network in order to allow electricity to be consumed.

Project Summary means the forms or other documents completed by the Approved Contractor and accepted by Aurora that describe the nature and financial parameters of the Works, as set out in the CIW Standard Connection Agreement.

Property means the land within the boundary where the electricity is consumed and includes the whole of the property, if the property is occupied wholly or partially by tenants or licensees of the owner or occupier, or if the property has been subdivided under the Unit Titles Act 2010, as set out in the CIW Standard Connection Agreement.

Standards means all relevant legislative and industry codes of practice, and all of Aurora's policies, strategies, standards, processes, forms, guides, work procedures, registers, and similar, as amended and updated from time to time.

Works means the existing assets to be relocated or the new assets to be supplied and installed by the Approved Contractor (as described in the Project Summary) and any associated physical works (including trenching).

1.2. Interpretation

In interpreting this agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) references to:
 - (i) any document refers to that document as it may be amended or replaced from time to time;
 - (ii) a party to any agreement includes that party's personal representatives, successors and permitted assigns;
- (c) headings do not affect the interpretation of this agreement;
- (d) the word "includes" does not imply any limitation;
- (e) the "contra proferentem rule" does not apply to this agreement; and
- (f) where a word or expression is used in this agreement, other grammatical forms of that word or expression have corresponding meanings.

1.3. Entire agreement

This agreement, including the CIW Standard Connection Agreement, contains the entire agreement of the parties. This agreement overrides any other arrangements or understandings between the parties, to the extent of any inconsistency or ambiguity.

1.4. Term

This agreement will commence on the date that the last party signs the CIW Standard Connection Agreement and will terminate upon Liveness in accordance with clause 4.3. Clauses 3.2, 4.4, 4.5, 8, 9 and 11 will survive termination.

2. EASEMENTS

2.1. Identifying Easements

The Approved Contractor must identify all Easements required in relation to the Works, including:

- (a) any existing Easements in favour of Aurora already on the Property's record of title; and
- (b) any additional Easements that may become necessary due to any variations to the Works under clause 6.2.

2.2. Preparation of Easement Agreements

The Approved Contractor must prepare all Easement Agreements and provide these to the Customer, for the Customer to arrange for execution by the Landowners.

2.3. Execution of Easement Agreements

The Customer must:

- (a) ensure that all Easement Agreements are validly executed by the Landowners;
- (b) provide all executed Easement Agreements to the Approved Contractor; and
- (c) take all further actions reasonably required to ensure any required Easements are granted in favour of Aurora.

3. WORKS

3.1. Commencement

The Approved Contractor must not commence the physical Works until:

- (a) the Approved Contractor has provided to Aurora all Easement Agreements executed by the Landowners; and
- (b) Aurora has issued a purchase order to the Approved Contractor.

3.2. Works

The Approved Contractor warrants and represents to Aurora that the Approved Contractor will:

- (a) design (except to the extent Aurora has expressly accepted responsibility for design), construct and commission the Works in accordance with the Approved Contractor Agreement and all applicable Standards; and
- (b) remedy any defects in the Works that arise within 24 months of the date of the Certificate of Practical Completion.

3.3. Title, risk and operational responsibility

- (a) Title to all assets, plant and materials forming part of the Works will pass to Aurora when such items are incorporated into the Works.
- (b) Ownership of and risk in the Works will pass to Aurora immediately upon acceptance of the Certificate of Practical Completion.
- (c) Aurora will take operational responsibility for the Works on and from the date that the Works are Livened.

3.4. Aurora supplied materials

If Aurora supplies any materials:

- (a) such materials will remain the property of Aurora; and
- (b) the Approved Contractor will be responsible for the care of all such materials in its care or possession awaiting incorporation in the Works.

3.5. Design approval

No review, acceptance or approval of any design will have the effect of transferring any design responsibility to Aurora (except to the extent Aurora has expressly accepted responsibility for design), nor will it relieve the Approved Contractor of any obligation or liability under this Agreement.

3.6. Customer assistance

The Customer must:

- (a) promptly take all necessary steps to facilitate the Works;
- (b) ensure that any Installation Fittings comply with all relevant industry and legislative standards; and
- (c) comply with all reasonable instructions of the Approved Contractor to allow the Approved Contractor to carry out and complete the Works in accordance with this Agreement.

3.7. Installation Fittings

The parties agree that:

- (a) the Works and the Total Price do not make allowance for any Installation Fittings; and
- (b) any arrangements relating to Installation Fittings are to be reflected in a separate agreement between the Approved Contractor and the Customer.

4. COMPLETION

4.1. Application for Certificate of Practical Completion

The Approved Contractor must submit a Certificate of Practical Completion for Aurora's approval when the Approved Contractor considers that:

- (a) the Works have been completed in accordance with this Agreement; and
- (b) the Approved Contractor has provided all required completion information required by Aurora, including infield GPS data capture and as-built drawings.

4.2. Approval of Certificate of Practical Completion

Aurora will approve the Certificate of Practical Completion once Aurora is satisfied that the completion requirements in clause 4.1 have been met.

4.3. Livening

The Approved Contractor must provide a Certificate of Practical Completion upon the Livening of the Works.

4.4. Early Livening

If Aurora approves a Certificate of Practical Completion or permits Livening despite any completion requirements not having been met:

- (a) this will not be a waiver of those requirements; and
- (b) Aurora reserves the right to insist upon strict performance of any completion obligations.

4.5. Completion letter

Aurora must provide a completion letter in support of a certificate under s 224(c) of the Resource Management Act 1991 if:

- (a) the Customer requests such a completion letter; and
- (b) Aurora is satisfied in its discretion that both the Approved Contractor and the Customer have discharged all their obligations under this Agreement.

5. PAYMENT

5.1. Customer payment

- (a) The Customer must pay the Capital Contribution to the Approved Contractor when required by the Approved Contractor, and in any case before the Works are Livened.
- (b) The Approved Contractor must notify Aurora as soon as practicable following receipt of the Capital Contribution confirming the amount of the Capital Contribution received and held on trust for Aurora in accordance with clause 5.10.

5.2. Invoice for Total Price

The Approved Contractor must invoice Aurora for the Total Price once Aurora has approved the Certificate of Practical Completion.

5.3. Invoice for Capital Contribution

Aurora will invoice the Approved Contractor for the Capital Contribution once Aurora has received the Approved Contractor's invoice for the Total Price.

5.4. Invoicing requirements

- (a) All invoices issued under this Agreement must be valid tax invoices for GST purposes and must clearly state all relevant details, including the date the invoice was issued and the due date for payment.

5.5. Payments by Aurora or Approved Contractor

Subject to clause 5.8, the payment due date of any invoice raised in accordance with clauses 5.2 to 5.4 will be the 20th day of the month following receipt of the invoice.

5.6. Interest

- (a) The Approved Contractor may charge default interest of up to 5% per annum, compounding monthly, on all amounts under this Agreement that are not paid when due by the Customer or Aurora.
- (b) Aurora may charge default interest of up to 5% per annum, compounding monthly, on all amounts under this Agreement that are not paid when due by the Approved Contractor.

5.7. Payment not approval

Any payment by Aurora to the Approved Contractor will not at any time constitute approval of the Works, the Easement Agreements or anything else, nor will such payment be a waiver by Aurora of any of the terms of this Agreement.

5.8. Disputed invoices

Where Aurora disputes any portion of an invoice, Aurora:

- (a) must notify the Approved Contractor before payment of that invoice becomes due, outlining Aurora's reasons for the dispute;
- (b) must pay the undisputed portion of the invoice in accordance with this Agreement; and
- (c) may withhold the disputed portion of the invoice until the dispute is resolved, but without prejudice to any other rights, powers or remedies that may be available to Aurora under this Agreement or at law.

5.9. Set off

Aurora may, by giving the Approved Contractor prior written notice, deduct from, or set off against, any sums due and payable by Aurora to the Approved Contractor:

- (a) any sums due and payable by the Approved Contractor to Aurora;
- (b) the amount of any claim or counterclaim that Aurora may have against the Approved Contractor; and
- (c) any other deductions that are allowed under this Agreement or at law.

5.10. Agency

The parties agree that the Approved Contractor:

- (a) procuring payment of the Capital Contribution from the Customer on behalf of Aurora; and
- (b) holding that money on trust for Aurora pending payment to Aurora,

will create an agency relationship between the Approved Contractor and Aurora. Where Aurora and the Approved Contractor are parties to another agreement with terms inconsistent with this clause 5.10, this clause 5.10 will prevail.

5.11. Two-step supply

For GST purposes, Aurora and the Approved Contractor agree that section 60(1B) of the Goods and Services Tax Act 1985) applies for all supplies, such that separate supplies occur in relation to the Capital Contribution for GST purposes between Aurora and the Approved Contractor, and also between the Approved Contractor and the Customer. As a consequence, for GST purposes the Approved Contractor:

- (a) will be deemed to supply the Capital Contribution to the Customer; and
- (b) will account for any GST on this supply.

5.12. Currency

All figures in this Agreement are in New Zealand Dollars, exclusive of GST.

6. VARIATIONS

6.1. No variations without consent

Neither the Customer nor the Approved Contractor may vary the Works without the written consent of Aurora.

6.2. Process

- (a) If the Customer or the Approved Contractor wishes to vary the Works, the Approved Contractor must submit a variation request to Aurora describing the proposed variation and identifying any additional Easements required.
- (b) Aurora will assess the variation request and advise the Approved Contractor of the terms and conditions (including any recalculation of the Capital Contribution or Total Price) on which Aurora may approve the variation in its discretion.
- (c) Aurora may approve or decline all variation requests at its discretion.
- (d) The Approved Contractor must not commence any Works under a variation until any additional Easement Agreements have been executed by the Landowners and returned to Aurora (if required).

6.3. Approved variations

If Aurora approves a variation that involves recalculation of the Capital Contribution:

- (a) Aurora will advise the Approved Contractor of the revised Capital Contribution;
- (b) the Approved Contractor will advise the Customer of the revised Capital Contribution and the amount payable by, or owing to, the Customer; and
- (c) if the revised Capital Contribution is:
 - (i) less than the original Capital Contribution, the Approved Contractor must refund the difference to the Customer within 20 working days of the recalculation; or
 - (ii) greater than the original Capital Contribution, the Customer must pay the additional amount to the Approved Contractor when required by the Approved Contractor, and in any case before the Works are Livened.

7. WARRANTIES

7.1. Customer warranties

The Customer warrants and represents to Aurora and the Approved Contractor that the Customer:

- (a) has been advised, and has had the opportunity, to take independent legal advice prior to entering into this Agreement;
- (b) either:
 - (i) is the registered owner of the Property; or
 - (ii) has obtained and provided to the Approved Contractor written consent to the Works, in the form required by Aurora, from the registered owner of the Property;

- (c) has advised the Customer's complete requirements for the Works, without error or omission; and
- (d) has taken all reasonably practicable steps to satisfy the Customer that the connection capacity or capacities requested are sufficient to support the electricity services that will be procured from electricity retailers.

7.2. Approved Contractor warranties

The Approved Contractor warrants and represents to Aurora that the Approved Contractor:

- (a) has accurately completed the Project Summary in accordance with Aurora's requirements;
- (b) has reviewed the record of title for the Property and identified all Easements required in relation to the Works; and
- (c) has carried out the design of the Works with reasonable skill, care and diligence, and in accordance with the Approved Contractor Agreement and all applicable Standards.

8. INTELLECTUAL PROPERTY

8.1. Pre-existing Intellectual Property

Nothing in this Agreement has any effect on the ownership of either party's Intellectual Property that existed as at the date of this Agreement.

8.2. New Intellectual Property

- (a) All new Intellectual Property created by the Approved Contractor during the Term for the purposes of, or in connection with, this Agreement will be the property of the Approved Contractor upon creation.
- (b) Notwithstanding clause 8.2(a), where Aurora has expressly accepted responsibility for design of any Works, all new Intellectual Property in relation to the design of those Works will be the property of Aurora upon creation.

9. LIABILITY & INDEMNITY

9.1. Limit of liability

To the extent permitted by law, Aurora will have no liability to the Customer or the Approved Contractor under or in connection with this Agreement. If Aurora is found liable for any reason, Aurora's maximum liability to the Customer and the Approved Contractor under this Agreement will be limited to \$100.

9.2. Approved Contractor indemnity

To the extent permitted by law, the Approved Contractor indemnifies Aurora against all losses, claims and costs Aurora suffers (including legal costs on a full indemnity basis) as a result of any breach of this Agreement by the Approved Contractor.

9.3. Customer indemnity

To the extent permitted by law, the Customer indemnifies Aurora against all losses, claims and costs Aurora suffers (including legal costs on a full indemnity basis) as a result of any breach of this Agreement by the Customer.

10. TERMINATION

10.1. Termination

Aurora may terminate this Agreement by notice in writing if the Approved Contractor or the Customer:

- (a) is likely to be insolvent or unable to pay its debts as they fall due;
- (b) enters liquidation, receivership or voluntary administration (or similar); or
- (c) commits, or allows to be committed, any material breach of this Agreement or any other agreement with Aurora, and the breach is either:
 - (i) incapable of remedy; or
 - (ii) not remedied within 21 days' notice of the breach.

11. DISPUTES

11.1. Customer disputes with Aurora

- (a) Aurora has a free complaints resolution process for resolving customer disputes, the details of which are explained on Aurora's website.
- (b) Utilities Disputes provides a free and independent complaints resolution service (www.utilitiesdisputes.co.nz). The Customer may access the Utilities Disputes scheme in relation to a dispute with Aurora.
- (c) The Approved Contractor must include a reminder on each invoice to the Customer that the Customer may be able to access the Utilities Disputes scheme in the event of a dispute with Aurora.

11.2. Approved Contractor disputes with Aurora

Any disputes between Aurora and the Approved Contractor under this Agreement will be resolved in accordance with the Approved Contractor Agreement.

12. ASSIGNMENT

12.1. Assignment

Neither the Customer nor the Approved Contractor may assign, novate or transfer this Agreement without Aurora's prior written consent. If the Customer wishes to sell or transfer the Property, the Customer must ensure the new landowner accepts an assignment of any Easement Agreements.