



You are a Customer of Tonga Power Limited

This is your  
**Customer Service Agreement**

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Effective From: 1 July 2013

Revised 1 November 2015

Tonga Power Limited  
Corner Taufa'ahau and Mateialona Roads  
P.O. Box 429  
Nuku'alofa, Kingdom of Tonga  
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Website: [www.tongapower.to](http://www.tongapower.to)

## Welcome

Talitali fiefia ko e to Tonga Power.

This Customer Service Agreement contains the agreement between you and Tonga Power.

It describes our commitment to provide you with a safe and reliable electricity supply. It commits us to a professional and efficient service delivered in a fair and caring way.

It also sets out the responsibilities you have in return so we can continue to supply you with electricity and so that everyone is kept safe. Please read it through, and then keep it in a handy place.

Words in bold type are defined at the end of this agreement.

Of course, if there's anything here that seems unclear, or if there's any question you want to ask, please call us.

We also have information and useful advice on our website. Please visit **[www.tongapower.to](http://www.tongapower.to)**.

We're here to help.

## The team at Tonga Power

### Our mission:

## Safe, Reliable and Affordable Electricity

### Contact numbers and Offices

Opening hours are from 8:00 AM to 5:00 PM Monday to Friday (excluding Public Holidays)

Tongatapu Offices	Vava'u Office	Ha'apai Office	'Eua Office
Head Office Corner Taufa'ahau and Mateialona Roads P.O. Box 429 Nuku'alofa Phone: 21400 or 28311 Faults: 944 Fax: 23047	Neiafu Phone: 7720119 Faults: 7720113 Fax: 70798	Pangai Phone: 60586 Faults: 7720008 Fax: 60586	'Ohonua Phone: 50487 Faults: 7720113 Fax: 50487
Small Industries Office By-Pass Road Ma'ufanga Nuku'alofa Phone: 21344 or 28344 Faults: 944 Fax: 23047			

# Our Customer Charter

We value you as a customer and have set some performance standards that we strive to achieve to ensure you receive good service.

## *Prompt response:*

If you have a query or write to us at any time – we will endeavour to reply within five working days of receiving your query or letter. This may be by way of a return letter, by a phone call, or by email if we hold those details. Sometimes it will take longer to give you a complete answer and if that is the case we will let you know when you can expect a full response.

## *Your account and responding to queries:*

You can call us with a query about your electricity bill. We will either answer your query immediately, or if that is not possible, we will endeavour to write to you, call you back or email you with an answer or a progress update within five working days of receiving your call. We will also ensure that you receive your bills in a timely manner and in accordance with the **concession contract**.

## *Disconnections and reconnections:*

We will use all reasonable endeavours to comply with the service standards set by the **electricity commission** in the **concession contract** in relation to new connections, **disconnections** or **reconnections** of your electricity supply.

## *Planned electricity shutdowns:*

If we need to disconnect the electricity to your premises for maintenance or other works we will advertise the shutdown affecting your **premises** at least 4 times in the media (normally by radio). The first advertisement will be five working days in advance and the last one will be one working day in advance of the shutdown. In circumstances of maintenance which is urgently required and not reasonably foreseeable we will take all practicable measures to give you as much notice as possible about the shutdown. Your electricity supply will be restored as soon as reasonably practical after a planned shutdown. You can call us at any time or go to our website [www.tongapower.to](http://www.tongapower.to) to get up-to-date information about planned electricity shutdowns.

## *Getting the electricity back on:*

Unfortunately storms, cyclones, lightning, tree damage, **equipment** failure, car accidents and other circumstances beyond our control can disrupt your electricity supply. We will be available to answer your **distribution network** fault calls on a 24 hour basis, seven days per week. You can call us at your nearest office any time to report a fault or get up-to-date information about existing faults. No matter what the cause of the electricity outage is we will endeavour to resume supply as soon as it is reasonably practicable and in accordance with the **concession contract**<sup>1</sup>.

## *Quality of your electricity supply:*

Because of the nature of electricity distribution systems, we cannot guarantee an uninterrupted or fault free electricity supply. We will of course endeavour to provide you with a safe and reliable electricity supply. We will also endeavour to comply with the quality of supply performance standards as set out in the **concession contract**.

## *Compensation for non-performance:*

Where Tonga Power does not meet the customer-specific standards set by the **electricity commission**, we will reduce the amount you would normally pay us by the amount of the non-performance penalty payment set by the **electricity commission**. Any reduction made will show on your account.

## *Safety*

For your safety and those that are around you please call us immediately if you think there is a possibility that your electricity supply could be a hazard or danger to people or property. We are here to assist. Please do not interfere with any wires that supply electricity to your **premises** and it is important that at all times for your safety that you treat all power lines as live.

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<sup>1</sup> The **concession contract** sets out performance standards set by the **electricity commission** and is publically available from the **electricity commission** or from our website [www.tongapower.to](http://www.tongapower.to). Contact details for the **electricity commission** are set out later in this agreement.

# Your Customer Service Agreement

## Getting started

We look forward to supplying you with electricity.

The price for electricity is regulated in the Kingdom of Tonga. Please call us if you would like to know current prices.

When you move in to your **premises** you must promptly register with us to establish a supply agreement and comply with our requirements for supply. If your **premises** have been disconnected or it is a new connection you will also need to register with us to establish a supply agreement. Once you have complied with our requirements we will arrange for the connection of your electricity supply as soon as possible after the commencement of the agreement. There may be a **service fee** applicable for establishing your account and for a new connection.

You will only be liable for charges from the date the agreement commences or your occupancy or tenancy of the **premises** unless another date has been agreed.

You have the rights, obligations and responsibilities set out in this agreement which include paying us for the services that we provide you. You will be taken to have understood and agreed to be bound by this agreement either by registering with us over the phone, in writing, by registering in person, or by using the electricity we supply to you and subsequently agreeing by word or conduct with this agreement.

For a residential supply, more than one person may wish to be named as our customer. You may, for instance, be a couple or a group of flatmates. In this case, each person who is named on the account has all of the rights, obligations and responsibilities set out in this agreement.

You may not assign any rights, obligations or responsibilities set out in this agreement to any other person.

If you are not the owner of the **premises** to be supplied with electricity you agree to obtain the owner's or landlord's consent before the installation of any **fittings** or meters.

If you are the **landlord** of the premises and also the account holder, you are fully responsible for your tenant's outstanding electricity bill payments. We strongly recommend you consider this if you are setting a bond with the tenant.

## Connecting to our network

When connecting to our network as a new customer, you and your certified electrical contractor have to complete the TPL New Connection Application Form which requires you to supply us your personal information, load requirements etc. At this stage, your licensed contractor will also be required to apply to obtain a

Permit to carry out electrical works, a copy of which is also to be supplied to TPL along with the TPL application.

The TPL Planning & Design Team will then review both application forms, survey your premises/site and provide you with a detailed estimation of all the materials, labour and transportation costs for supply of power to be paid by you. At that stage, you will also be required to pay a Bond in advance to cover any costs that you may have to pay at the end of the customer contract to cover any damages to TPL property or unpaid electricity charges. Upon completion, TPL will be issued with a Certificate of Compliance stating that the house has been wired in accordance with Wiring Bylaws.

Once the full payment and the Certificate of Compliance are received, TPL field staff will connect your power supply.

## Protecting your personal information

To enable us to supply you with electricity and other services and for safety and credit reasons, we need personal information from you. It's important that you ensure this information is correct, as is any other information you give us, and that you tell us if any of this information changes.

Be assured, though, that this information is strictly confidential and will be kept secure. We will not give your information to anyone except:

- if you authorise us to do so; or
- for the purposes of us offering products or services to you which we believe may be of interest to you; or
- for credit assessment or debt recovery purposes; or
- if a reputable market research organisation requires information about you, on our behalf, for the purpose of conducting market research, or contacting you; or
- if we are legally obliged to (for example by the Electricity Commission).

You authorise us to disclose your information for the purposes listed above.

Should you wish to make public comments or statements about the products or services we provide you, or the relationship we have with you, we reserve the right to make such public comments as may be necessary to respond or correct any misconceptions or errors of fact. If you make any public comments about your account then you agree to us replying as we think appropriate using the information that we have about your account.

We may record telephone conversations that we have with you so that we may maintain accurate records of our dealings with you. We may also use taped recordings to train our staff or to monitor the level of service that we are providing to you.

## Your electricity supply

We agree to supply to you your electricity requirements in accordance with this agreement. We will also provide to you **metering services**, unless we both agree otherwise. We will ensure that the **equipment** used to provide a supply to you is monitored and maintained in accordance with **good industry practice**.



We do not promise your electricity supply will not be interrupted, as referred to under the heading "Interruption to your electricity supply" in this agreement. In addition, power fluctuations, which are called voltage spikes or dips, can occur which can damage sensitive appliances like computers, televisions, videos, microwaves, cordless phones and computerised appliances. Voltage spikes or dips happen for many reasons but often are due to:

- people using arc welders, or equipment with powerful motors like circular saws;
- running kilns or other high load appliances;
- lightning strike on the power lines or transformers;
- broken or cut power lines or cables, often caused by diggers;
- trees brushing power lines when swaying in the wind, or debris being blown into power lines;
- vehicles hitting electricity transmission **equipment**;
- power system faults.

We will not be liable for any damage caused by voltage spikes or dips, except as set out under the heading "Loss or damage" in this agreement.

You should protect any sensitive appliances you have from voltage spikes and dips. Power conditioners and surge protectors may help to reduce voltage spikes and dips and can be plugged into appliances or wired into your mains supply. These are available from appliance stores. We recommend that you purchase insurance cover for electricity damage to your property.

## Safety

For your safety and those that are around you please call us immediately if you think there is a possibility that your electricity supply could be a hazard or danger to people or property. We are here to assist. If it is an emergency situation please call emergency services on **911**.

In most circumstances you can switch off the supply at the main switch on the distribution board at your **premises** (see the below diagram for an example, however, there are many different types of distribution boards and main switches).

Please do not interfere with any wires that supply electricity to your **premises**. Make sure that only qualified, certified and licensed personnel perform any installation, maintenance or repairs to electricity **equipment** on your property. Phone us if you are unsure for advice.

## About our metering services

A meter must be installed that is owned by us at each connection to measure our supply of electricity. We are solely responsible to provide, or arrange the provision of, **metering services**. You may install other check meters at your **premises** as long as they do not interfere with our meters. Our meters will remain the primary meters and are the ones to be used in relation to your electricity supply. Different pricing options and different forms of electricity (e.g. generation) may require separate meters.

If additional meters or meters of a different type are required for a specific pricing option, we may charge you for these.

We will ensure that meters and the associated **metering services** that we provide you comply with **good industry standards** and those required by the **concession contract**.

If the meter or meter reader fails to record your usage accurately, you will not be responsible to pay for more than our reasonable estimate of the electricity supplied to you, where you were the registered customer at the **premises**.

If you are in business you must notify us when you are planning any significant increase in load so that we can ensure that appropriate **metering services** are provided.

If ever you overpay because of any meter or meter reading error, we will promptly refund to you all overpayments made by you. If you have underpaid because of a meter or meter reading error we may invoice you for that underpayment.

If you think any metering **equipment** is not working properly you have the right to have it checked and we will check it for you. If the metering **equipment** is subsequently found to be working properly you may be charged a **service fee**. If the metering equipment appears to have become unsafe, please call us right away.

The metering **equipment** belongs to Tonga Power. Metering information may be provided by Tonga Power to other parties where we need to for the purpose of our business or we have an obligation to do so.

The metering **equipment** must be kept at the location at which it is installed at your **premises** and should not be removed from that location unless it is authorised by us or required by us. If the metering **equipment** has been placed in a location that is hard to reach, or has subsequently become hard to reach, we may require it to be moved to a more accessible location. We may charge you a **service fee** to relocate the metering **equipment**. Tampering with, moving or removing metering **equipment** without our prior consent is considered a material breach under this agreement and may result in the **disconnection** of your electricity supply. For the avoidance of doubt, the metering **equipment** is not, and does not become, (upon or following the termination of this agreement or otherwise) a fixture or fitting of the **premises** to which it is connected or a fixture or fitting that belongs to any person other than Tonga Power or the party that Tonga Power has procured to supply it.

We may offer a prepayment metering option in your area. There may be a **service fee** charged to install this type of metering. Where prepayment metering is installed we will not send you a monthly account but will still at times periodically read the meter. With prepayment metering if you reach your credit limit and do not top up the balance you will have your electricity supply disconnected. Please also note that where you are on a prepayment metering option and you shift out and leave your **premises**, that due to the nature of this metering **equipment**, where there is a credit balance left on the meter it will not be refunded.

### Letting us get to your meters

We need to arrange regular meter reading and, sometimes, the maintenance, removal or replacement of metering **equipment**.

So we can do that, we need safe and unobstructed access to metering **equipment** on your **premises** during normal working hours: 8.00am to 5.00pm, Monday to Friday excluding Public Holidays.

If your meters are inaccessible, we may require that you provide us with access so that we can continue to supply you with electricity. This could include providing us with a key to your **premises**, alarm codes, or such other necessary means of access depending on the situation. We will take all reasonable care to protect any keys or information that you provide to us in accordance with **good industry practice**.

Dogs and other animals can cause problems when our meter reader calls. On the day our meter reader calls, please control your animals so that our meter reader has easy and safe access to your meters.

If we have been unable to get to the meters, the amount of electricity you've used may be assessed or estimated. We may also write to you or call you and arrange for access so that on their next visit the meter reader can read the meters.

If, however, we are unable to regularly obtain **rights of access** to the meters installed at your **premises** we consider this a material breach of this agreement and we may upon reasonable notice disconnect your electricity supply.

### How often are meters read?

We will normally schedule to read the meters at least once every month, and in any event, we will read the meters in accordance with any requirements under the **concession contract** or other applicable **regulations**. If the meter is at a remote site or has little or infrequent use, we may read it less often and request that you read the meter at the times requested by us and advise us of those readings.

If you would like us to read the meter when we are not scheduled to do so, we can do so, but there may be a **service fee** charged.

### Think you have got a faulty meter?

If you receive a higher or lower than expected electricity account you may suspect a faulty meter. It is important for you to call us and we will help you to identify the cause. Checking the meter reading over several days will help identify a past or on-going problem.

If either of us still believes the meter is faulty, we'll either install a temporary data logger to test it on site or remove it for testing and replace it with a new manufacturer-tested one. We'll advise you of the test results. Our process for resolving meter issues will comply with the **concession contract**, **good industry practice** and any other applicable **regulations**.

There may be a **service fee** charged if you have requested the meter to be tested and it meets the applicable **regulations** and the standards required by the **concession contract**. Please contact us for the current price.

For efficiency's sake, we may repair, test, check or replace any meter at any time.

Tampering with meters is dangerous, a serious offence that can involve penalties and a material breach under this agreement which may lead us to disconnect your supply **of electricity**.

If you have moved into **premises** where you think that meters have been tampered with or seals have been broken you must advise us immediately.

If your meters have been tampered with you will be charged for the electricity that we estimate that you would have used had the meters been working correctly. You may also be invoiced for the costs we incur (including for repair or replacement of the meters) if our investigations show that you or your **representatives** were responsible for the interference. We may also disconnect your supply of electricity and take legal action against you.

## Your equipment and responsibilities

You are responsible for some of the **equipment** used to supply you with electricity. In particular you are responsible for the customer service line that supplies you with electricity from the distribution network to your **point of connection**. The diagram below depicts typical **points of connection** for an urban domestic electricity supply. These can vary depending on Tonga Power's policy and historical arrangements and some service lines are also shared. We have the right to determine what **equipment** is reasonably owned by us and what **equipment** is reasonably owned by you. If you are unsure please contact us and we can advise you.

### Where does your responsibility lie?



In this electricity supply example, the red lines from the pole and the distribution box to the house are your responsibility.

You are responsible for any repairs or maintenance that may be required to your meter board or box and any associated fuses and wiring. You must ensure that all **equipment** and appliances past your **point of connection** comply with all **regulations**, the **connection and operation standards** and any other safety or technical standards required for connection to the **distribution network**. You must also ensure that any installation, alteration or maintenance of such **equipment** is certified (where required) by qualified personnel. If you are uncertain of these requirements please contact a licenced electrician or the **electricity commission**. We can also point you in the right direction if you call us for advice.

We are concerned with your safety so the failure to comply with these responsibilities and requirements may result in the **disconnection** of your electricity supply.

## Our Charges

Information about our charges is available from Tonga Power. Please call us for advice and an up to date list of electricity prices and **service fees** for your area. If you request a product or service that will involve additional cost to you we will, in most cases, advise you of that cost at the time. Where it is not possible for us to provide you with the cost at the time of enquiry we will provide an estimate of the cost or arrange to contact you in a

reasonable timeframe with that estimate before the product or service is provided.

In good faith, we provide you some services free of charge. These services include attending to your requests for fixing loose/burnt connectors, broken meters, low/broken service lines, low voltages, and clearing tree branch lines from service lines etc. However, due to an increase in the number of customer requests, we reserve the right to limit the number of free services provided to a premise to only three per annum. Tonga Power will review the situation on a case by case basis and if relevant will discuss options with you.

Our electricity prices are regulated by the **electricity commission** and can change quarterly. If, for any reason, our electricity prices are going to change and the change will affect you, we will notify you as soon as it is practical by way of local media (usually by radio). If our **service fees** increase, and that increase is reasonably likely to have a material effect on you, we will communicate this to you by way of local media. We can, however, reduce our electricity charges or our **service fees** at any time.

The new electricity prices or **service fees** will take effect on your next account.

## Your monthly accounts

Every month, unless otherwise agreed with you, or if you are on a prepaid option, we'll send you an account for payment, or notice that your account is available, if we have offered you on-line billing. This account may be paper based or in electronic form depending on your chosen option. Where we deliver an account to your **premises** and you do not have a secure place for us to deliver it to, such as a letter box, you agree that we may fix that account to a prominent place on your **premises** with a self-adhesive envelope (or similar) so that you will notice it. Your account will list the previous month's transactions as well as the current month's electricity charges and usage (or estimated usage), **service fees** (if applicable) and charges for **other services** (if applicable) that we have provided to you. As some of our charges are expressed to a number of decimal points your invoice may show some minor rounding to get to whole numbers. Our electricity charges will be based on:

- the periodic actual meter reading; or
- our reasonable estimate of electricity used based on historical electricity consumption information that we have for your account, or where we do not have historical information on your usage, it will be based on usage by similar types of accounts.

We will ensure that reasonable skill and care has been applied in compiling the account so that the details contained in the account are accurate. If we estimate your account and you would like an explanation as to how estimates are calculated please call us and we will provide that to you.

You must pay the account whether or not the account is from an actual meter read or an estimate. If we become aware of an overcharge on an account, and you have already paid us that amount, we will promptly credit your account with the difference between the incorrect amount paid by you and the correct amount.

### Paying your account on time

Our accounts are sent to you monthly and must be paid on or before the due date.

Tonga Power may offer a prompt payment discount. If this discount is offered you'll see the amount you save shown on your account. To get this discount, Tonga Power must actually receive your full payment by the due date. If you send your payment by mail allow at least three days before the due date to be sure. If you pay by one of Tonga Power's direct debit options you will automatically receive any applicable prompt payment discount provided that the direct debit is successfully completed on or before the payment due date.

Any payment you make will be allocated to the oldest outstanding debt on your account in the following order:

- first to pay your bond (If required); then
- to pay your electricity charges balance; then
- to pay any **service fees**; then
- to pay your **other services** charges balance.

### Choose how you would like to pay

There are a number of ways you can pay our invoices:

- You can make a direct debit payment, an automatic payment; or
- You can make an internet banking payment; or
- You can make an advance payment; or
- You can pay by credit card (please note that there may be a lower rate of prompt payment discount or other **service fees** for credit card payments); or
- By Digi-mobile money; or
- You can pay by cash or cheque at Tonga Power's offices; or
- You can send a cheque.

Some of these options may attract a **service fee**.

Please call us for more details and explanations on these payment options and any other new ones we may provide.

### We may need a bond

It may be necessary for us to ask for a bond when you make an application for supply, or for us to continue to supply you with electricity, if you do not have a credit history with us or have not maintained a satisfactory payment record with us. The bond will:

- depending on the circumstances, be required upon invoice with normal payment terms or before **reconnection** if you have been disconnected for non-payment of your account;
- conform with any requirements of the **concession contract**, and any other appropriate **regulations**;
- be for the amount of our reasonable estimate of two months charges;
- not bear interest;
- be transferred to your new account if you move and continue as one of Tonga Power's customers; and
- If you do not continue as a Tonga Power customer will be credited against your final account and the balance, if any, paid to you by direct credit to your bank account or by cheque if appropriate.
- will be refunded back to you at the end of a customer contract or upon demonstration of satisfactory payment record for a period more than twelve months in accordance with the conditions stipulated in the TPL Bond Policy.

### Non-payment of accounts

Your accounts (whether read or estimated) must be paid by the due date specified on your account. If we need to contact you about an overdue account there may be a **service fee**. Your account will also include on it the date that your electricity may be disconnected if you fail to pay.

If you're having trouble paying, or you think that something is wrong with your invoice, please get in touch with us. Don't let the problem get worse without letting us know. Our **Customer Service Representatives** can assist with payment arrangements and advice.

If a payment arrangement is made after a **disconnection** notice has been provided, no further recovery action will be undertaken while the conditions of the arrangement are being met. If however you fail to honour that payment arrangement it may result in **disconnection** of your electricity supply without further notice. There may be a **service fee** for making a payment arrangement.

You will be responsible to pay any costs we incur in collecting your outstanding accounts. These may include, without limitation, costs such as credit agency fees and legal and court costs. These will be added to your account and will be payable by you to us. We may use any bond or advance payment made by you to pay these amounts.

We may also charge **service fees** for the administration of late payments.

## Medically dependent customers

Your status in regards to **disconnection** will change if you are a medically dependent customer.

You are a medically dependent customer if you are a domestic customer and you depend on mains electricity for critical medical support, such that loss of electricity may result in loss of life or serious harm. Examples of this would be where an oxygen or dialysis machine is used within the home. We require written confirmation from a doctor or hospital (or equivalent) that this equipment is housed within your **premises** to confirm your critical medical status.

You can inform us at any time if you are or become a medically dependent customer. You must inform us if your status as a medically dependent customer changes.

## Disconnections

TPL have the right to disconnect your power supply for any one of the following reasons:

- Non-payment of accounts
- Fraud (meter tampering and by-pass)
- Vandalism including meter damage, removal of seals, evidence of tampering
- Safety issues such as service lines in a dangerous condition, trees interfering, dangerous meter box and/or accompanied wiring, damaged or missing meter box earth connection, illegal wiring to adjacent neighbours
- If there is a good reason that you are unable to pay your power bill when it has fallen overdue (e.g. businesses in receiverships and liquidating companies).
- Failure to honour special payment arrangements

For non-payments of accounts, you will be disconnected approximately 2 weeks after the payment due date. Every other occasion you will be disconnected immediately. For non-payment of accounts, TPL will endeavour to communicate with you at least three times prior to the disconnection date via radio, email and/or text messages.

TPL shall not disconnect the customers under the following conditions:

- Medically dependent and vulnerable customers (must be registered with the Ministry of Health and have forwarded us this information **prior** to disconnection). The notice must be in writing, addressed to the CEO, and copied to the **GM-Finance** and MOH
- Customers with prepayment meters
- Top commercial/residential customers who have good credit history and have good reasons for us to hold from disconnections
- Residential customers with special payment arrangements

- Customers who have gone overseas with TPL's knowledge and have made a payment arrangement of any power use and resulting arrears.
- Funerals and similar events with payment arrangement
- Any other reasons or circumstances deemed appropriate by the CEO or **GM-Finance**.

TPL do not disconnect customers during public holidays or weekends, also over extended period around Christmas and other long public holidays.

## Reconnections

When you want **reconnection** after we've discontinued your supply (or if it has been disconnected due to a safety or emergency issue) - just call us. We will let you know the procedure for **reconnection**. In some circumstances we may require you to:

- pay all outstanding amounts (except when you have notified us of a genuine dispute);
- pay a bond on your account;
- pay a **service fee**;
- pay any costs incurred in collecting your outstanding account; and/or
- agree to a payment plan or other conditions as are reasonable in the particular circumstances.

If we have disconnected your supply for non-payment you are required to pay **\$20** disconnection fee and all outstanding bill payments when applying for reconnection.

If you satisfy our reasonable requirements for **reconnection** and make the payments on or before 12.00 noon, we will restore your electricity supply free of any additional charge on the same day. If you make the payments after 12.00 noon, your power supply will be reconnected on the next business day.

However, if you pay your arrears after 12.00 noon and require the power supply on the same day, you will be required to pay extra **\$20** reconnection fee in addition to the **\$20** disconnection fee. This extra charge is to cover after working hour's costs of getting you reconnected.

## Long Disconnection & Reconnection

TPL is governed by the Electricity Commission by a long disconnection policy, where a customer's meter will be removed from the premises after three months of disconnected supply or non-payment. Long disconnection entails closure of customer's accounts completely, thus reconnection of power supply is considered as a new connection.

Therefore, if you require power supply back after a long disconnection, you will have to comply with all the requirements of a new connection customer including applying for re-inspection and issue of a compliance certificate.

## Termination

If you no longer require us to provide electricity tell us at least three working days prior to when you want our supply to cease.

Please give us your forwarding address and contact phone number if you are moving. It is essential that you tell us when you no longer require a supply of electricity and wish your **premises** to be disconnected as, if you do not, you will continue to be liable for the electricity charges at the **premises** for as long as it remains connected to the **distribution network** and you remain the registered customer.

If you wish your **premises** to be permanently disconnected or **decommissioned**, we will cease the electricity supply as soon as reasonably practicable from the termination date specified in your notice of termination and your responsibility for the electricity supply will cease from that date (provided that date is not retrospective). We may, at our discretion, take responsibility for the electricity supply to your **premises** from the termination date you have specified or may safely disconnect or **decommission** the supply of electricity to the **premises** as soon as reasonably practicable after your specified date of termination.

Where it is practical for us to do so we will arrange for a final meter reading on the working day closest to the day you wish our supply to cease. Alternatively we may arrange for you to provide the meter reading to us or we may estimate your final read. Your charges will cease from the time of the final meter reading and we will send a final account to you. A **service fee** may be charged depending on the method you choose to have the final reading made.

If you would like to supply you with electricity at your new **premise** simply update us with your new supply information and this agreement will continue without termination.

It may be that you'd like a temporary suspension of electricity supply. Just contact us. Remember, if you have a long term **disconnection** and your supply of electricity is suspended for more than three months a certificate of completion is required from the **electricity commission** to ensure the property is electrically safe. A **reconnection service fee** will normally be charged when supply is resumed.

In some circumstances we also have a right to terminate this agreement and the supply of electricity to you. We will however only exercise this right if you make material or persistent breaches of the terms of this agreement (or if you are disconnected for not paying your account).

If you commit a material breach that is capable of being remedied we will give you reasonable notice of the need to remedy the breach so you can avoid **disconnection** and/or termination of this agreement.

If you persistently commit non-material breaches of the terms of this agreement we may also terminate our agreement and the supply of electricity to you. We will only do so after we have given you reasonable prior notice taking into account the circumstances and the nature of the breaches at the time. Non-material breaches can include, for example, but are not limited to, regular non-payment of invoices, persistent abusiveness to our staff, continued vexatious complaints, or the regular failure to grant **rights of access** to your **premises** at reasonable times.

If we cease to supply you:

- you will remain responsible to pay your final account and all outstanding debts due to us (including any collection and legal costs);
- for so long as you continue to occupy the **premises** previously supplied by us, you will continue to provide **rights of access** and protect Tonga Power's **equipment** as set out in this agreement. You will be liable for, and shall indemnify us in respect of, any damage or loss to our **equipment**.
- this will not affect any legal remedies we may have.

## Streetlights

The majority of streetlights throughout Tonga are owned and maintained by Tonga Power. Some shopping centre, under veranda, or right of way lighting may be privately owned.

If a streetlight near you is out or has been damaged, phone us and we will arrange for repairs. Tonga Power wishes to work with you to help make our streets and your property safe.

## Trees and power lines

Trees and shelterbelts can interfere with power lines. When trees touch power lines they cause short-circuiting. This means unnecessary electricity interruption as well as electricity spikes when trees brush the lines.

You agree to keep trees and other vegetation that you own or control at your **premises** from encroaching on power lines from the minimum distances set by Tonga Power. The minimum distances from the power lines under all conditions specified by Tonga Power e.g. high wind, are:

Overhead Line	Growth Limit Zone
11kV – High Voltage	2.0 metres
400V/230V – Low Voltage	1.0 metres

A low voltage overhead power line is in most circumstances the power line between your **premises** and Tonga Power's power

pole. High voltage overhead power lines are the larger lines that connect to substations or transformers.

If we become aware of trees or vegetation growing near the Growth Limit Zone we may issue you with a warning notice to remedy the issue by cutting or trimming as necessary. If you do not comply with the warning, you will be liable for the costs of carrying out such work and these costs may be added to your account. Any debris from cuttings or trimmings of trees on your **premises** are your responsibility to remove. If you ask us to remove the debris we may charge a **service fee**. If we need to repair your service line because of Tree damage by trees on your **premises** you will be liable for the costs of the repair.

Please call us if you are unsure.

If trees you are responsible for are regularly trimmed it will usually not require an electricity shutdown and charges for the removal or trimming of trees can be avoided. If any of your trees are near power lines and need to be trimmed, for your safety, please get professional assistance.

Please take care - it can be very dangerous for children to play in trees that may be contacting power lines.

## Loss or damage

Neither Tonga Power nor you will be liable to the other (in contract or in tort) for any loss or damage the other may suffer (including any actual damage to property) unless this arises due to:

- a failure to comply with the terms of this agreement; or
- a negligent act or negligent omission of (as the case may be) Tonga Power or yourself (or any person for whom you are responsible);
- and that loss or damage is:
  - i. reasonably foreseeable and is directly caused by the failure, or negligence; and
  - ii. not caused by an event or circumstances beyond (as the case may be) Tonga Power's or your control.

An event or circumstance beyond a party's control (a force majeure event) includes war, earthquakes, fires, lightning, storms, cyclones, and other similar events, the failure to generate sufficient electricity, the inability to purchase sufficient electricity, the failure by another party to supply us with electricity or fuel or electricity or fuel of a certain quality or character and third party industrial disputes, but does not include a lack of financial means. If Tonga Power suffers a force majeure event which affects your electricity supply we will endeavour to limit the effects as much as we are able and if your electricity supply is interrupted, we will resume your electricity supply as soon as is reasonably practicable.

Tonga Power will not be liable to you for any loss or damage you may suffer due to some act or omission of, or due to the negligence of, a third party, including any **generator**.

Notwithstanding any other term of this agreement, neither Tonga Power nor you will be liable to the other for any loss or damage which is indirect or consequential, including, without limitation, any loss resulting from loss or corruption to any computer or electronically stored data or software.

Except in the case of supplies to which the Consumer Protection Act 2006 ("CPA") applies, the payment of your charges to Tonga Power and any payment pursuant to any of the indemnities given by you under this agreement, neither Tonga Power nor you shall in any event have any liability of any kind to the other for an event or series of closely related events exceeding \$5,000 in value, whether or not the liability is caused by the failure, or negligence, of Tonga Power or yourself.

The electricity that we supply to you will comply with the standards required under the CPA, **good industry practice**, the **concession contract** all other legal obligations and relevant **regulations**. The rights which you may have under this agreement do not detract and are not in substitution of any rights you may have under the CPA.

## If you have a complaint

If you ever have a complaint please tell us. We'll try to learn from it and do better.

No one wants problems to go unresolved. Certainly, we genuinely value your custom and goodwill. Our aim is always to act in good faith to resolve any problems quickly.

If you don't feel your complaint is getting the response it deserves, there's an easy way for you to get action. Just call us and we'll assist you with our free dispute resolution process.

In the first instance we may ask you to put your complaint in writing and address it to "Complaints" at Tonga Power.

If your complaint relates to the supply of electricity to you then we will manage and attempt to resolve your complaint using our procedures set out below. We will acknowledge your complaint within five **working days** of receiving it.

As soon as a genuine dispute is notified, we will suspend any action pending in relation to it. If it's a payment that's in dispute, we will hold asking for payment of the disputed amount until the process is worked through.

We will investigate the dispute and respond to you within ten **working days** of receiving your complaint with our decision or, depending on the nature of your complaint, the timeframe for a decision or other action as appropriate. We may suggest that we meet to try to talk through the dispute to reach a resolution.

If you're not satisfied with the outcome of the dispute process, or we cannot resolve the complaint within 15 **working days** of receiving it, you may at your discretion refer the dispute to the **electricity commission** whose contact details are:

*Electricity Commission*  
PO Box 47  
Nuku'alofa  
Tonga  
Phone: (676) 87 17 768  
Fax: (676) 23632  
Email: chairman.regulator@gmail.com

## Making changes to this agreement

We may from time to time change the terms of this agreement.

Where minor changes are made to the terms of this agreement no notice of the changes will be given. This is only so long as the changes made are beneficial and/or of immaterial consequence to you.

In all other circumstances we will give you advance notice by advertising that changes to this agreement are being made in the local media. If you wish to get a copy of the changed agreement please call us.

Unless you are notified otherwise, those changes will come into effect at the end of the notice period.

Changes to our electricity prices and **service fees** will occur as set out under the heading "Our Charges" in this agreement.

## Notices

Unless otherwise set out in this agreement, our accounts or notices to you will be:

- delivered to your property; or
- mailed to the latest postal address you have given us; or
- sent to the latest facsimile number you have given us; or
- sent to the latest e-mail address you have given us; or
- provided through local radio if we consider that this is appropriate, or
- provided through a local newspaper if we consider that this is appropriate, or
- by telephone call in case of more urgent requirements.

Notices will be considered to have been received by you three days after being mailed by us or our mailing agent, on the day of delivery if delivered to your property, on the day of transmission if sent by facsimile or email, or on the day of publication if provided through local newspaper or radio.

## Inconsistent terms

Tonga Power has a **concession contract** with the **electricity commission**. If any of the provisions set out in this agreement are inconsistent with the terms set by the **concession contract**, as they relate to your rights and obligations, then the provisions of the **concession contract** shall prevail.

## Connection and operation standards

You must ensure that your **premises** comply with the **connection and operation standards, regulations, good industry practice**, and any safety and technical standards. If you are uncertain of these requirements please contact us or contact the **electricity commission**.

If you have more than one point of supply at your **premises** you must ensure that there is no interconnection made between those points of supply without the prior written consent of Tonga Power.

You must not connect or disconnect any **equipment** directly to the **distribution network** without Tonga Power's prior consent.

## Access

You will give us and our respective **representatives' rights of access** for the purpose of:

- installing, upgrading, testing, inspecting, maintaining, repairing, replacing, operating, reading or removing our **equipment** (including upon termination of this agreement); and
- verifying metering information; and
- ascertaining and remedying the cause of any interference to the quality of the **line function services** being provided by us to any person; and
- protecting or preventing danger or damage to persons or property; and
- connecting or disconnecting the supply of electricity; and
- any other purpose related to the above activities.

If we or our respective **representatives** are unable to obtain **rights of access** to **equipment** installed at your **premises** we may upon reasonable notice disconnect your electricity supply.

Except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergencies, before accessing your property, we, or our respective **representatives** will provide notice to you:

- when we or they will be accessing your **premises**; and
- provide the reason why we or they are accessing your **premises**.

When accessing your property, we, or our respective **representatives** will:

- take reasonable steps to minimise any direct impacts on your **premises** and any inconvenience to you; and
- comply with any of your reasonable requirements (such as, for example, the time of entry, leaving gates as found, driving in a safe manner and taking reasonable steps not to disturb stock, and avoiding access through specific areas).

We, or our respective **representatives**, when accessing your **premises**, will:

- carry identification that shows they are authorised employees of us or our respective **representatives** and present this identification on request; and
- identify themselves to you; and
- act courteously, considerately, and professionally at all times.

To gain regular access to some **premises** we may require a key or such other code or combination that allows access. Our procedures for ensuring the secure storage, use of and return of any keys and/or other security information that we have for your **premises** that is in our or a third party's possession are available on request – please call us.

The **rights of access** are in addition to any right of access we may have under statute or regulation.

### Equipment housed at your premises

You undertake to provide and maintain, at no cost to us, suitable space for the safe and secure housing of our **equipment** as deemed necessary by us to be housed at your **premises** and you agree to protect such **equipment** against interference and damage. You further agree to comply with any reasonable requests about such protection made by us. You also agree to inform us of any damage or destruction to our **equipment**. The **distribution network**, including any part located on your **premises**, is and shall remain the sole property of Tonga Power. No provision of this agreement in relation to the **distribution network** confers any right or interest in such property on you.

You will not, and you will ensure that your **representatives** and material and vegetation does not, interfere with or damage any of our **equipment** or the immediate connections to that **equipment** (including after termination of this agreement), except to the extent emergency action has to be taken to protect the health and safety of persons or prevent damage to property. You will not and you will ensure that your **representatives** do not, use any of our **equipment** in breach of any legal requirement or so as to endanger the safety of any person.

You will notify us as soon as possible of any occurrence or any event that could affect the **distribution network** or our ability to operate the **distribution network**.

### Disconnection of your electricity supply

In addition to our other rights of **disconnection** under this agreement, your electricity supply may be disconnected after notice (where that is practical) for the following material reasons:

- If you fail to grant **rights of access** as required in this agreement (including where this is caused by abusive behaviour to our staff or by the presence of uncontrolled animals such as dogs);
- If your **equipment** does not comply with this agreement;
- you fail to remedy a cause of interference after due notice;
- if you persistently fail to ensure that the power factor meets the prescribed minimum prescribed in the **connection and operation standards** or this agreement; or
- if your premises are considered by us to constitute an electrical hazard; or
- if this agreement is terminated.

Unless the reasons for the **disconnection** are urgent, such as in an emergency or safety situation, we will give you prior notice. The notice will include information about what you need to do to prevent **disconnection**.

### Meter Tampering

Electricity meter installations can be tampered with, causing them to stop, under-register or even bypassing the meter will mean that the meter does not register any electricity consumption. A significant amount of TPL's revenue is lost due to the high incidence of tampering and by-pass of the electricity meters. In addition to the revenue loss, tampering with live electricity at a meter or illegally re-wiring a home is dangerous and could result in a fire, shock or even death to a household member and/or TPL's meter readers. Instances of theft of electricity will be dealt with severely.

TPL encourage members of the public and staff to report electricity theft by offering financial rewards for providing information leading to a conviction. These rewards are \$100 (single phase meter), \$200 (three phase meter) and \$300 (CT meter).

Upon discovering an instance of power theft, if proven, the customer's power supply will be disconnected with immediate effect and reconnection of the power supply is considered a new connection where the customer is required to obtain a new Certificate-of-Compliance (COC).

Tonga Power reserves the right to take police action under the common law jurisdictions, for all instances of meter tampering or power theft.

Before the supply of power is resumed to premises where there has been meter tampering or power theft Tonga Power under the direction from the Electricity Commission, may require a new service line to be installed between the customer premises and the network.

Prior to re-livening of the premises, the customer will have to pay a fee that consists of following components:

- Penalty payment of \$500, \$1000 or \$3000 for single phase meter, three phase meter, CT meter tampering respectively
- Fees for a new service line (if required)
- Estimated payment for the stolen power over the period of theft
- Re-livening costs which include labour, materials and transport

A formal report with evidence will be submitted to the police and to the Electricity Commission for further action.

### Interruption to your electricity supply

Your electricity supply may also be interrupted for emergency, maintenance, urgent safety reasons, or for the failure of the upstream transmission or generation system. Where an interruption to your electricity supply is foreseeable and can be planned in advance we will advertise the shutdown affecting your premises at least 4 times in the media (normally by radio). The first advertisement will be five working days in advance and the last one will be one working day in advance of the shutdown. In some circumstances, however, urgent maintenance may be required which was not reasonably foreseeable. Where this occurs, and the prescribed prior notice in the **concession contract** is not possible, we will take all practicable measures to contact you, in person, or by phone or email to give you as much notice as possible about the shutdown. Your electricity supply will be restored as soon as reasonably practical after a planned shutdown. You can call us or go to our website [www.tongapower.to](http://www.tongapower.to) to get up-to-date information about planned electricity shutdowns.

We do not promise that your electricity supply will be without interruption, that the **distribution network** will be fault-free, or that the electricity supplied to you will comply with any particular specifications, however, we aim to provide you with, at all times, a safe, reliable, and good quality service in accordance with the **concession contract**, all statutory requirements and **regulations**.

We may also restrict or ration your electricity supply if abnormal physical or economic supply conditions exist. This may include for example but without limitation, where there are local or national electricity or fuel shortages or capacity constraints, instances of extreme fuel prices, or where rationing is required as part of any national rationing plan. We will notify you in the most practicable

manner if this is to occur and will further notify you as soon as we are able when normal service is to resume.

### Your effect on the quality of supply

If the characteristics of your **equipment** or demand interferes with the quality of supply of electricity to any other person or interferes with the operation of any of our **equipment**, you must, upon the receipt of notice from us, remedy the interference at your cost as soon as practicable and, in any event, within a reasonable period specified in that notice.

If we agree to supply you with electricity under this agreement you must ensure that the mean power factor of demand that is placed by you on the **distribution network** must not be less than an average of 0.95 lagging across the whole supply to you per month. You also agree to use all reasonable measures to ensure that the level of harmonic voltages and currents injected back into the **distribution network** from your **premises** conform with the **connection and operation standards**, any **regulations** and the **concession contract**, insofar as the harmonic disturbances results from a cause within your control.

You must not convey or attempt to convey or receive any signal or other form of communication over the **distribution network**, or any part of it, other than from us, or cause or permit any other person to do so, without our prior written consent.

Failure to comply with these standards after reasonable notice from us may result in **disconnection** of your electricity supply.

If we become liable to any third party as a result of interference caused by you or **equipment** under your control you must compensate us to the full extent of such liability and for all associated costs incurred by us.

### Tonga power websites – specific warning

If you use any of the Tonga Power websites you must take your own precautions to ensure that the process that you employ for accessing the Tonga Power websites does not expose you to the risk of viruses, malicious computer code or other forms of interference that may damage your own computer system.

For the avoidance of doubt, we do not accept responsibility for any interference or damage to your computer system that arises in connection with your use of the Tonga Power websites or any linked website.

You are responsible for ensuring that any passwords for access to your account details on our websites are kept confidential.

### Other conditions

If any terms of this agreement are, or become, ruled invalid, it will not affect the remaining terms of the agreement, which will remain in effect.

## Putting this agreement in place

Subject to any changes that may be made to this agreement from time to time, as advised to you if required, this agreement constitutes the entire agreement between you and us and supersedes all previous agreements and undertakings.

We may transfer or assign any or all of the obligations that we have under this agreement to someone else. Where we do this we will notify you that the agreement is being transferred to another party. We will also let you know where you can access the information that you need to contact the other party and when the transfer will take place.

We may also subcontract or delegate the performance of any of our responsibilities under this agreement.

## Definitions and interpretation

Clause and other headings must be ignored in construing this agreement and references to the plural include the singular and vice versa. In this agreement, Tonga Power, we, our, or us are used when referring to Tonga Power Limited (or any assignee), and we say you when referring to you, our customer. The following terms have the following meanings:

“**CT Meter**” means Current Transformer connected meter

“**comparable island nation**” means an island nation which is reasonably comparable to the Kingdom of Tonga with respect to climatic conditions, population, average income per capita, level of electricity consumption (per capita and in aggregate), gross domestic product and viable methods of electricity generation, and includes Fiji, New Caledonia, Vanuatu and Samoa;

“**concession contract**” means the Electricity Concession Contract dated **1st September 2015** (which is publically available from the **electricity commission**) and any relevant bylaws governing the supply of electricity as may be amended or substituted from time to time.

“**connection and operation standards**” means requirements, as amended from time to time by Tonga Power (by whatever name called), that are set out in policies and standards of Tonga Power and relate to the connection of customers and the operation of the **distribution network**, including requirements in accordance with **good industry practice** relating to the planning, design, construction, testing, inspection, and operation and maintenance of assets that are, or are proposed to be, connected to the **distribution network**.

“**decommissioned**” means the permanent **disconnection** of your **premises** and removal of your connection to the **distribution network** so that you cannot receive a supply of electricity, and will involve the permanent removal of metering **equipment** and may include removal of your service lines.

“**disconnection**” means the process of removing a fuse or link or the opening of a switch to prevent further flow of electricity to or from a **premise**;

“**distribution network**” means Tonga Power Limited’s electricity distribution network, located on each of the Islands Groups, including all cables, electrical equipment, poles, ducts, and other items which are owned by Tonga Power Limited and which are connected to or which form an integral part of such networks (but excluding any generation equipment).

“**electricity commission**” means the Electricity Commission established under section 3(1) of the Electricity Act 2007 or its successors or assigns.

“**equipment**” means any **fittings** or other equipment that form part of the system that supply electricity to you.

“**fittings**” means wires, plant and **equipment** used in the delivery or use of electricity.

“**generator**” means any person who generates or wholesales electricity.

“**good industry practice**” means the exercise of that degree of skill, diligence, prudence, foresight and economic management which would reasonably be expected from a skilled and experienced asset owner with reference to standards in comparable island nations.

“**line function services**” means the provision, maintenance, and operation of **fittings** in accordance with **good industry practice**.

“**metering services**” means the provision and maintenance of meters, relays, ripple receivers, collection of data from the meters and ancillary services as determined by Tonga Power.

“**other services**” means any and all additional services provided by us to you (excluding electricity, bond and **service fees**) and includes for example, but is not limited to, **metering services**.

“**person**” includes a corporation.

“**point of connection**” means the point at which the responsibility for the **equipment** that supplies electricity transfers between Tonga Power and you.

“**premises**” means any premises (including grounds) all or part of which you occupy or on which metering or other **equipment** is installed.

“**reconnection**” means the process of installing a fuse or link or the closing of a switch to allow a flow of electricity to or from a **premise** after it has been **disconnected**.

“**regulations**” means the Electricity Act 2007, technical electricity codes of practice, and other relevant regulations, guidelines,

protocols, industry standards and codes of practice as may be amended or substituted from time to time.

**“representatives”** means directors, officers, employees, agents, contractors, professional advisors, invitees, or other authorised persons, or persons for whom a party is responsible.

**“rights of access”** means:

- safe and unobstructed access to and within your **premises**; and
- reasonable use of facilities and amenities available to you and ordinarily used in association with our **equipment**; and
- the right to gain immediate access to your **premises** for meter reads and **disconnection** and **reconnection** services or where we reasonably believe there is immediate danger to persons or property.

**“service fee”** means a charge for services provided such as (but not limited to) account establishment, new connections, **reconnections, disconnections, disconnection** notices, account payment overdue notifications, payment dishonours, arrangement fees, lodgement and agency payment arrangements, internal fault call outs, non-registration administration, customer initiated meter changes or meter combining, special or final meter reads, meter tests, and other sundry services provided as determined from time to time by Tonga Power.

**“vulnerable customer”** means a customer who has told us, or about whom it appears to us, that **disconnection** of electricity at their **premises** presents a clear threat to their health or well-being or of a member of their household, or who has mains powered equipment for critical medical support.

**“working day”** means from 8:00am to 5:00pm every day except Saturdays, Sundays and days which are statutory holidays in the Kingdom of Tonga