

## Conditions of Supply:

To pay, before any work is commenced on any installation, the quoted cost of installation and connection, and a quoted security deposit and to pay within 7 days of demand being made, any further additional cost of installation and connection incurred by Te Aponga Uira (TAU) over and above the quoted cost

1. Supply is subject the Cook Islands Electricity Supply Regulations, to TAU Supply Manual and TAU Electricity Tariff as they are determined from time to time.
2. To pay charges at the rates from time to time set by TAU for the provision of an electricity supply and charges in respect of other work performed and service provided.
3. To pay for extra meters, beyond the one per property, at a cost from time to time set by TAU. These meters remain the property of TAU.
4. To pay the difference in cost between a single phase and three phase meter where TAU considers that a three phase meter is not warranted by the loading of the property. This meter will remain the property of TAU.
5. To pay all charges not later than 7 days after the debit note or invoice.
6. To pay all charges incurred in respect of this connection from the time the connection is made pursuant to this application to the time of a final reading or (if I choose not to ask for a final reading) such time as the supply is disconnected by TAU or third person, acceptable to TAU assumes liability to TAU for the connection.
7. Not to vacate the premises without giving TAU 3 days written notice, nor to allow any other person to take over the supply either temporarily or permanently, without TAU's prior written consent.
8. To pay fees as detailed in the TAU Electricity Tariff document.
9. To pay a security bond at the rate from time to time set by TAU.
10. To provide free and unhindered access to TAU's meter reader each month on the day on which readings are regularly taken. If on two consecutive occasions the meter reader is unable to gain access to the meter, I shall pay an additional reading charge of an amount from time to time set by TAU for each subsequent visit made to make that reading.

## B. I undertake that:

1. Electricity will be supplied by TAU at such time, for such period, and with such voltage phase and other characteristics as TAU regulations require.
2. The supply may be disconnected without notice if I fail with these terms and conditions of supply.
3. I may, from time to time, be required to make a deposit of money against the future supply of electricity.
4. If I consider that the meter is reading inaccurately and wish to have it investigated, TAU will investigate and give me a report of the results. If the meter was found to have an error exceeding  $\pm 2.5\%$  of the true reading, charges for electricity supplied will be adjusted in accordance with actual percentage of error recorded for the last two months charged to me before I requested the investigation and thereafter to the termination of the investigation. If I am not satisfied with the results provided by TAU and insist on a further meter test and when tested the error does not exceed  $\pm 2.5\%$ , I will be charged a sum from time to time to be set by TAU for the additional testing.
5. If the meter ceases to register, the charge for the period from the last reading to the date of repair will be estimated, and in case of dispute, the estimate will be submitted for arbitration by the arbitrator in accordance with the provisions of the Arbitrations Act 1908 as applied in the Cook Islands.
6. Any application for domestic supply is granted on strict understanding the electricity supplied will under no circumstances be used for commercial purposes. If the electricity supplied to a domestic connection is used for commercial purposes, then I understand that I shall be liable to pay charges at the commercial rate for that electricity. I understand also that if there is any doubt as to when, or to what extent, electricity supplied to a domestic connection has been used for commercial purposes, TAU's decision in that regard shall be binding and conclusive upon me unless I can prove facts to the contrary.
7. TAU may make periodical inspections and tests of my installation for the purposes of ascertaining that it is in a safe condition and in all respects fit for conveying and utilizing electric current.
8. If my installation is found to be in a dangerous condition the supply of electricity may be disconnected without notice until the installation is made safe at my expense.
9. Neither I nor any other person not authorised by TAU may interfere with the electric lines or any other apparatus or equipment comprising the installation.
10. I am responsible for the proper protection and safety of TAU meters and other apparatus which may be fixed upon my premises and may be required to pay the cost of renewals and repairs which may become necessary to such apparatus if damage to the same results from carelessness or negligence on my part.
11. TAU will not be liable for any loss, damage or inconvenience which may be sustained by me though alteration, variation, interruption or failure of electricity supply at any time due to any cause whatsoever.
12. Apparatus and equipment, fixtures and fittings up to and including the pole to my installation (together with the meter for installation) shall, upon installation by TAU become TAU's sole and encumbered property. This is also the limit of TAU responsibility.
13. I will advise TAU before I connect any source of alternative electrical energy (including but not limited to solar or wind powered electrical generators), to electrical wiring that is connected, in any way, to TAU's supply, I understand that TAU reserves the right to terminate its supply if it has reasonable concerns as to the safety or compatibility of my installation with the TAU supply.
14. If I sign this agreement as director for a company, I do so requesting that TAU supply the company with electricity and in return for the agreement of TAU to supply electricity to that company I **guarantee** the obligations of that company to TAU for payment of all accounts owed by it to TAU from time to time. Also, I will **indemnify** TAU for all costs and expenses it may incur as a result of it supplying, at my request, electricity to the company. I agree that any debt owed by me to TAU under this clause may be added to and form part of any electricity account held by TAU in my name personally.
15. I agree that if at any time I owe money to TAU that money will be paid promptly by me. If it is not already part of my electricity account with TAU it may be added to, and form part of, my electricity account with TAU. I understand and agree that if my electricity account (even if it includes money owed for other things) is not settled in accordance with the terms and conditions above, TAU may exercise the all its rights and remedies against me.

All prices quoted in respect of the installation, connection and ongoing supply of electricity are subject to variations from time to time, without prior notice.