

**Gas Distribution Information Disclosure Determination 2012, section 2.4.12
Prescribed Terms and Conditions of Modified Non-Standard Prescribed Contracts
Vector Limited for the Disclosure Year ending 30 June 2016**

Template non-standard contracts as have been modified during the disclosure year

2.4.17 (1)	2.4.17 (2)	Prescribed term (a)	Prescribed term (b)	Prescribed term (c)ii	Prescribed term (c)iii	Prescribed term (c)iv
The maximum hourly amount of gas (in gigajoules) to be conveyed to the consumer under the contract, or (if the amount is not quantified in the contract) a reasonable estimate of that amount based on the duration of the contract;	The pressure or pressures at which the gas is to be supplied or conveyed under that contract, or (if the pressure is not specified in the contract) a reasonable estimate of that pressure	Describe the goods or services to be supplied under the contract	Describe the quantity or amount of these services	Specify, determine, or provide for the determination of the timing of payment for those goods or services	Specify, determine, or provide for the determination of the security for payment for those goods or services	Specify, determine, or provide for the determination of the GDB's obligations and responsibilities (if any) to consumers in the event that the supply of gas pipeline services to consumers is interrupted
Contracted: Maximum Hourly amount of gas GJ	Pressure kPa	Distribution of Gas from a specified Receipt Point to a specified Delivery Point for a specific End User	Contract has specified an Nominated Annual Quantity in GJ			
5,000	1,900	The Distributor will provide the Core Services and any agreed Value Added Services.	1,260,963	Later of the 20th of the month the Invoice is issued or 10 Business days after the Receipt of the Invoice.	Either hold a Credit Rating of at least BBB- (S&P or equivalent); or a cash bond; or unconditional payment guarantee; or unconditional third party payment guarantee; or security bond for 1/6 th of the previous 12 months' charges.	Module 5 Part2 & Part3 – The Distributor will, within 5 minutes of first becoming aware of an Area Network Fault, communicate as much of the following information as possible to the Retailer: <ul style="list-style-type: none"> - That there has been a fault; - A general description of the area affected; - The cause of the fault; - The expected time of restoration of supply; and - Whether to stop logging calls. The Distributor will, within 5 minutes of new information becoming available and at intervals no longer than 30 minutes, until a firm restoration time has been advised, provide the Retailer with an update on the status of the fault. Where the expected restoration time is likely to be exceeded, the Distributor will inform the Retailer of a new expected restoration time. This will be done not less than 10 minutes before the existing restoration time elapses. The Distributor will supply the Retailer, within 5 minutes of a full or partial restoration of supply.
200	550	Core Services include: <ul style="list-style-type: none"> • Maintain a connection to the relevant Transmission System at each Injection Point; • Make the Network available for the conveyance of Energy from the Injection Points to the Points of Connection; • Maintain and operate the network in accordance with Good Industry Practice; • Allow End-Consumers' Equipment and the Retailer's Equipment to be connected and disconnected from the Network in accordance with the Agreement; • Determine and publish Losses and Loss Factors annually providing the Distributor has all the relevant consumption data from at least 90% of all Points of Connection on the relevant consumption data from at least 90% of all Points of Connection and the relevant network; and • Comply with obligations, and retain the rights, of the Distributor in the Quality of Supply. 	55,471			
1,200 scm	400		68,892			
1,000	400		34,772			
1,500	400		115,864			
450	700		33,811			
200	400		15,670			
350	35		45,000			
260	400		12,373			
250	700		16,384			
700	875		34,392			
750	200		93,770			
2,400	400		12,178			
1,300	400		33,852			
200	400		17,416			
750	400		68,671			
1,500	400		58,727			
420	400		14,754			
520	400	23,400				
700	1,900	79,959				
1,000	400	86,202				

500	400		58,550			
180 scm	400		12,600			
294	400		81,693			
2,150	400		343,039			
250	400		111,523			
50	700		1,611			
1,828	330		181,236			
726	550		66,109			
1,218	550		121,095			
650	700		37,385			
750	400		34,108			
400	400		23,626			
1,000	700		115,485			
3,125 scm	300		500,000			
780	400		7,359			

2.4.17 (1)	2.4.17 (2)	Prescribed term (a)	Prescribed term (b)	Prescribed term (c)ii	Prescribed term (c)iii	Prescribed term (c)iv
The maximum hourly amount of gas (in gigajoules) to be conveyed to the consumer under the contract, or (if the amount is not quantified in the contract) a reasonable estimate of that amount based on the duration of the contract;	The pressure or pressures at which the gas is to be supplied or conveyed under that contract, or (if the pressure is not specified in the contract) a reasonable estimate of that pressure	Describe the goods or services to be supplied under the contract	Describe the quantity or amount of these services	Specify, determine, or provide for the determination of the timing of payment for those goods or services	Specify, determine, or provide for the determination of the security for payment for those goods or services	Specify, determine, or provide for the determination of the GDB's obligations and responsibilities (if any) to consumers in the event that the supply of gas pipeline services to consumers is interrupted
Contracted: Maximum Hourly amount of gas GJ	Pressure kPa	Distribution of Gas from a specified Receipt Point to a specified Delivery Point for a specific End User	Contract has specified an Nominated Annual Quantity in GJ			
1,011	1,050	Distributor agrees to accept at the Receipt Point or the Receipt Points (as the case may be), to distribute through the Distribution System and deliver to the Network User at the Delivery Point or the Delivery Points (as the case may be), Gas in the quantities set out in this Agreement.	69,792	Later of the 20th of the month the Invoice is issued or 10 Business days after the Receipt of the Invoice.	Either hold a Credit Rating of at least BBB- (S&P or equivalent); or a cash bond; or unconditional payment guarantee; or unconditional third party payment guarantee; or security bond for 1/6th of the previous 12 months charges.	<p>Interruption for Maintenance</p> <p>The distributor may interrupt or reduce distribution to any Delivery Point either totally or partially for any period which in its reasonable opinion is necessary for the purpose of testing, adding to, altering, repairing, replacing, cleaning or maintaining any Distribution System equipment (including, without limitation, pipelines, compressors, valves, and monitoring equipment) or for any other purpose which in the distributor's reasonable opinion requires interruption or reduction of network services. In the event of interruption or reduction of distribution, the distributor shall use reasonable endeavours to:</p> <ul style="list-style-type: none"> • Notify the Network Users as early as reasonably practicable prior to the interruption or reduction of distribution, of its intention to interrupt or reduce distribution; • Minimise the period of interruption or reduction of distribution; • Agree with the Network User the timing of the interruption or reduction so as to minimise the disturbance to the Network User's business; <p>Provide an appropriate rebate to the Network User for the loss of network services, such rebate to be equivalent to the Service Charge Payable for the relevant Delivery Point during the period of the interruption.</p>
500	350		23,825			
2,500	650	For the avoidance of doubt, the distributor cannot accept Gas at a Receipt Point on one Distribution System and deliver it to the Network User at a Delivery Point on another Distribution System.	101,083			
400	350		700,000			
3,450	350	The distributor shall not be obliged to accept Gas at any Receipt Point on the Distribution System at a rate greater than that at which the Network User is taking delivery of Gas at any Delivery Point on that Distribution System.	589,674			
3,450	650		52773			
300	340	Delivery Pressure: Subject to the terms of this Agreement, under normal operating conditions the distributor will deliver Gas to the Network User within the pressure range specified in the Second Schedule for each Delivery Point or the Points specified in the Second Schedule.	165,980			
700	1,850		4,904			
191	350		346,170			
2,242	1,000		377,212			
2,500	330		69,877			
400	350		473,207			
2,260	1,400		45,202			
400	1,700		162,382			
2,441	960		159,476			
1,200	550		165,091			
1,725	350	224,949				
1,660	1,700	534,890				
2,547	1,700					<p>Emergency Interruption</p> <p>The distributor shall have the right to interrupt or reduce distribution immediately if, in the opinion of the distributor, there is an emergency situation or there is a risk of serious injury or damage to any person or its Distribution Systems for such period as in the opinion of the distributor is necessary. In the event of any such interruption or reduction, the distributor shall as soon as reasonably practicable inform the Network User of the circumstances giving rise to the interruption or reduction, provided that the distributor shall use its reasonable endeavours to ensure that all action taken by the distributor pursuant to this clause shall conform with any written plan with regard to Distribution System emergencies contained in the Information Memorandum.</p>

'Non-template' non-standard contracts as have been modified during the disclosure year

Gas Distribution Information Disclosure Determination 2012, section 2.4.12 and 2.4.17 Prescribed Terms and Conditions of Modified Non-Standard Prescribed Contracts Vector Limited for the Disclosure Year ending 30 June 2016	
Modified non-standard Agreement	
Prescribed term (a) Describe the goods or services to be supplied under the contract	The agreement sets out the terms on which the Distributor has agreed to connect and/or permit the continued connection of the End-Consumer's natural gas fittings to the Network at the Connection Address and to provide line function services to the End-Consumer on the Network.
Prescribed term (b) Describe the quantity or amount of these services	Nominated Annual Quantity (NAQ) is recorded as 730,000 GJ per year.
Prescribed term (c)ii Specify, determine, or provide for the determination of the timing of payment for those goods or services	8.5. The distributor will, by the 7th working day of each month, send an invoice to the End Consumer for the Charges plus GST, payable in respect of services provided by the Distributor for the previous month. 8.6. The End-Consumer will pay the Charges plus GST to the Distributor by the 20th day of the month in which the invoice for those Charges is sent, or 10 working days following sending of invoice by the Distributor to the End-Consumer, whichever is the later.
Prescribed term (c)iii Specify, determine, or provide for the determination of the security for payment for those goods or services	<p>7.1 Subject to clause 7.5, the End-Consumer will either:</p> <p>(a) maintain at all times during the currency of this agreement an acceptable credit rating; or</p> <p>(b) procure and maintain a performance bond in accordance with clause 7.3 in favour of the Distributor and issued by an institution which has and maintains an acceptable credit rating, such performance bond to be in a form satisfactory to the Distributor (acting reasonably); or</p> <p>(c) procure and maintain an unconditional guarantee in favour of the Distributor with a third party guarantor and issued by an institution which has and maintains an acceptable credit rating; such guarantee to be in the form satisfactory to the Distributor (acting reasonably) and to be for all amounts owing by the End-Consumer to the Distributor from time to time.</p> <p>7.2 For the purpose of clause 7.1:</p> <p>(a) an acceptable credit rating means that the End-Consumer must carry a credit rating of:</p> <p>(i) at least BBB (Standard & Poors Rating Group) or equivalents applying at the Commencement Date; or</p> <p>(ii) such other rating as the Distributor may, in its sole discretion, determine from time to time.</p> <p>7.3</p> <p>(a) The performance bond is to be to a value equal to the Distributor's reasonable estimate of one sixth of the annual Charge payable by the End-Consumer.</p> <p>(b) The performance bond may be reviewed on a two monthly basis by the Distributor and any change in value required to complete with clause 7.3(a) will be notified to the End-Consumer, who will within 10 working days of such a notification provide a new performance bond (or further performance bonds) to the distributor equal to the revised value required by the Distributor.</p> <p>(c) Where any claim is made under a performance bond the End-Consumer will within 10 working days of receiving notice from the Distributor procure a further performance bond or bonds to be issued so that the requirements of this clause 7.3 and clause 7.1 (b) continue to be met.</p> <p>7.4 Except where the End-Consumer complies with clause 7.5, the End-Consumer will, within 10 working days of a written request from the Distributor:</p> <p>(a) Provide the Distributor with a guarantee or performance bond in accordance with clause 7.1(b) or (c) if at any time the Distributor is concerned on reasonable grounds about the End-Consumer's ability to maintain an acceptable credit rating; or</p> <p>(b) Provide the Distributor with a guarantee of performance bond in accordance with clause 7.1(b) or (c) to replace any guarantee or performance bond already given if at any time the Distributor is concerned on reasonable grounds about the ability of the provider of the existing guarantee or performance bond to maintain an acceptable credit rating.</p> <p>7.5 The End-Consumer is not required to comply with its obligations in clauses 7.1 to 7.4 if and for so long as the End-Consumer demonstrates to the satisfaction of the Distributor in accordance with this clause 7.5 that :</p> <p>(a) Net interest expense of the End-Consumer for the most recent financial half-years and financial year does not exceed 33% of the End-Consumer's earnings before interest and tax for that financial half-year and financial year;</p> <p>(b) The End-Consumer has a tangible net worth of not less than NZ\$50,000,000;</p> <p>(c) The End-Consumer has shareholder funds of not less than 35% of the aggregate of the total current liabilities and total non-current liabilities of the End-Consumer.</p> <p>The Distributor may at any time request the End-Consumer to demonstrate that the requirements of sub-clauses 7.5 (a), (b) and (c) are being met. The End-Consumer agrees to deliver to the Distributor all documents and information reasonably requested by the Distributor for this purpose within 20 days of such a request. If following receipt of the documents and information the Distributor is not satisfied that the requirements of the sub-clauses are being met, it may notify the End-Consumer that it is not so satisfied in which event the End-Consumer will be required to comply with clauses 7.1 to 7.4.</p> <p>For the purpose of clause 7.5, the End-Consumer will also deliver to the Distributor as soon as they become available, and in any event within 90 days after the last day of each financial year, the audited financial statements of the End-Consumer as at the end of and for the financial year, together with a true and complete copy of the auditor's report thereon.</p>
Prescribed term (c)iv Specify, determine, or provide for the determination of the GDB's obligations and responsibilities (if any) to consumers in the event that the supply of gas lines services to consumers is interrupted.	<p>5.1 Notwithstanding clause 2, the Distributor may, acting in accordance with Good Industry Practice, interrupt the conveyance of natural gas to an End-Consumer's Point of Connection:</p> <p>(a) to enable the Distributor to inspect or effect alterations, maintenance, repairs or additions to any part of the Network;</p> <p>(b) to avoid danger to persons or property or to avoid interference with the regularity or efficiency of the conveyance of natural gas to Points of Connection;</p> <p>(c) to preserve and protect the proper working of the Network, the NGC Network or any other network through which natural gas is supplied to the Network.</p> <p>(d) If supply of natural gas to any Point of Supply is or will be reduced, impaired or interrupted;</p> <p>(e) Upon instruction from NGC or as a result of an action by NGC under any agreement between the Distributor and NGC; or</p> <p>(f) In response to an event of Force Majeure.</p> <p>5.2 The Distributor with notify the End-Consumer of interruptions the conveyance of natural gas on accordance with Schedule 3.</p>

2.4.17 (1) - The maximum hourly amount of gas (in gigajoules) to be conveyed to the consumer under the contract, or (if the amount is not quantified in the contract) a reasonable estimate of that amount based on the duration of the contract;	3,825 scm
2.4.17 (2) - The pressure or pressures at which the gas is to be supplied or conveyed under that contract, or (if the pressure is not specified in the contract) a reasonable estimate of that pressure	1,000 – 1,900kPA

**Gas Distribution Information Disclosure Determination 2012, section 2.4.12
Prescribed Terms and Conditions of Modified Non-Standard Prescribed Contracts
Vector Limited for the Disclosure Year ending 30 June 2016**

Modified non-standard Agreement

Prescribed term (a) Describe the goods or services to be supplied under the contract	The End-Consumer wishes to enter into a commitment to purchase gas line services to the above Sites for a period of at least 7 years in return for a pricing commitment for an equivalent period. However, the End-consumer proposes to purchase gas for the Sites through a gas retailer rather than contracting directly with the Distributor for the provision of line services. To achieve pricing transparency the End-consumer has asked the Distributor to agree the basis on which it will charge gas retailers for the gas line services to the above Sites during the Term.
Prescribed term (b) Describe the quantity or amount of these services	Nominated Annual Quantity (NAQ) combined for the three Sites is recorded as 188,300 GJ per year.
Prescribed term (c)ii Specify, determine, or provide for the determination of the timing of payment for those goods or services	Any amount payment payable by the End-consumer to the Distributor pursuant to this Agreement is to be paid on or before the 20 th of the month following the month of invoice. If any such amount is not paid on or before the due date for payment, the distributor will be entitled to charge the End-consumer interest on the unpaid amount, from the date payment is due until the date of actual payment, at the rate of 3% above the overdraft rate charged by the Distributor's principal bankers.
Prescribed term (c)iii Specify, determine, or provide for the determination of the security for payment for those goods or services	No clause in contract outlining any requirement for security of payment.
Prescribed term (c)iv Specify, determine, or provide for the determination of the GDB's obligations and responsibilities (if any) to consumers in the event that the supply of gas lines services to consumers is interrupted.	5 Termination 5.3 The End-consumer will be entitled to terminate this agreement on 30 days' notice to the Distributor in any of the following circumstances: (b) if the Distributor consistently fails to deliver gas to the End-consumer in accordance with Good Industry Practice.
2.4.17 (1) - The maximum hourly amount of gas (in gigajoules) to be conveyed to the consumer under the contract, or (if the amount is not quantified in the contract) a reasonable estimate of that amount based on the duration of the contract;	MHQ = 2,825 scm, 350scm and 525 scm respectively for each Site.
2.4.17 (2) - The pressure or pressures at which the gas is to be supplied or conveyed under that contract, or (if the pressure is not specified in the contract) a reasonable estimate of that pressure.	400 kPa at each Site.