
Schedule 6.2

cl 6.6

Regulated terms for distributed generation

Heading: amended, on 23 February 2015, by clause 49 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

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General

1 Contents of this Schedule

This Schedule sets out the **regulated terms** that apply to a **distributor** and a **distributed generator** in respect of **distributed generation** that is **connected** in accordance with clause 6.6 of Part 6 of this Code and Schedule 6.1.

Compare: SR 2007/219 clause 1 Schedule 2

Clause 1: amended, on 23 February 2015, by clauses 50 and 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

2 Interpretation

These **regulated terms** must be interpreted—

- (a) in light of the purpose of Part 6 of this Code; and
- (b) so as to give business efficacy to the relationship between the **distributor** and the **distributed generator** created by Part 6 of this Code.

Compare: SR 2007/219 clause 2 Schedule 2

3 General obligations

- (1) The **distributor** and the **distributed generator** must perform all obligations under these **regulated terms** in accordance with **connection and operation standards** (where applicable).
- (2) The **distributor** and the **distributed generator** must each **construct**, interconnect, operate, test, and **maintain** their respective equipment in accordance with—
 - (a) these **regulated terms**; and
 - (b) **connection and operation standards** (where applicable); and
 - (c) this Code.
- (3) The **distributed generator** must, subject to subclause (2), **construct**, interconnect, operate, test, and **maintain** its **distributed generation** in accordance with—
 - (a) **reasonable and prudent operating practice**; and
 - (b) the applicable manufacturer's instructions and recommendations.
- (4) The **distributor** and **distributed generator** must each be fully responsible for the respective facilities they own or operate.
- (5) The **distributor** and **distributed generator** must each ensure that their respective facilities adequately protect each other's equipment, personnel, and other persons and their property, from damage and injury.
- (6) The **distributed generator** must comply with any conditions specified by the **distributor** under clause 18 of Schedule 6.1 (or, to the extent that those conditions were the subject of a dispute under clause 20(3) of that Schedule, or of negotiation during the period for negotiation of the **connection** contract, the conditions or other measures as finally resolved or negotiated).

Compare: SR 2007/219 clause 3 Schedule 2

Clause 3(1): amended, on 23 February 2015, by clause 51(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 3(6): amended, on 23 February 2015, by clauses 51(2) and 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Meters

4 Installation of meters and access to metering information

- (1) *[Revoked]*
- (2) The **distributed generator** must give the **distributor**, at the **distributor's** request, the interval data and cumulative data recorded by the **metering installations** at the **point of connection** at which the **distributed generation** is **connected** or is proposed to be **connected**.
- (3) The **distributed generator** must provide **reactive** metering if—
 - (a) the **meter** for the **distributed generation** is part of a **category 2 metering installation**, or a higher category of **metering installation**; and
 - (b) the **distributed generator** is required to do so by the **distributor**.
- (4) The **distributor's** requirements in respect of metering measurement and accuracy must be the same as set out in Part 10 of this Code.

Compare: SR 2007/219 clause 4 Schedule 2

Clause 4(1): revoked, on 23 February 2015, by clause 52(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 4(3): substituted, on 1 December 2011, by clause 5 of the Electricity Industry Participation Code (Distributor Use-of-System Agreements and Distributor Tariffs) Amendment 2011.

Clause 4(2) to (4): substituted, on 23 February 2015, by clause 52(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Access

5 Right of distributor to access distributed generator's premises

- (1) The **distributed generator** must provide the **distributor**, or a person appointed by the **distributor**, with safe and unobstructed access onto the **distributed generator's** premises at all reasonable times—
 - (a) for the purpose of installing, testing, inspecting, maintaining, repairing, replacing, operating, reading, or removing any of the **distributor's** equipment and for any other purpose related to these **regulated terms**; and
 - (b) for the purpose of verifying **metering information**; and
 - (c) for the purpose of ascertaining the cause of any interference to the quality of delivery services being provided by the **distributor** to the **distributed generator**; and
 - (d) for the purpose of protecting, or preventing danger or damage to, persons or property; and
 - (e) for the purposes of reconnecting or disconnecting the **distributed generation**; and
 - (f) for any other purpose relevant to either or both of—
 - (i) the **distributor connecting distributed generation** in accordance with **connection and operation standards**; and
 - (ii) maintaining the integrity of the **distribution network**.
- (2) The rights of access conferred by these **regulated terms** are in addition to any right of access the **distributor** may have under a statute or regulation or contract.

Compare: SR 2007/219 clause 5 Schedule 2

Clause 5(1)(f)(i): amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

6 Process if distributor wants to access distributed generator's premises

- (1) The **distributor** must exercise its right of access under clause 5 by,—
 - (a) wherever practicable, giving to the **distributed generator** reasonable notice of its intention and of the purpose for which it will exercise its right of access; and
 - (b) causing as little inconvenience as practicable to the **distributed generator** in carrying out its work; and
 - (c) observing **reasonable and prudent operating practice** at all times; and
 - (d) observing any reasonable security or site safety requirements that are made known to the **distributor** by the **distributed generator**.
- (2) However, the **distributor** may take all reasonable steps to gain immediate access where it reasonably believes there is immediate danger to persons or property.

Compare: SR 2007/219 clause 6 Schedule 2

7 Distributor must not interfere with distributed generator's equipment

- (1) The **distributor** must not interfere with the **distributed generator's** equipment without the prior written consent of the **distributed generator**.
- (2) However, if emergency action has to be taken to protect the health and safety of persons, or to prevent damage to property, the **distributor**—
 - (a) may interfere with the **distributed generator's** equipment without prior written consent; and
 - (b) must, as soon as practicable, inform the **distributed generator** of the occurrence and circumstances involved.

Compare: SR 2007/219 clause 7 Schedule 2

8 Distributed generator must not interfere with, and must protect, distributor's equipment

- (1) The **distributed generator** must not interfere with the **distributor's** equipment without the prior written consent of the **distributor**.
- (2) However, if emergency action has to be taken to protect the health and safety of persons, or to prevent damage to property, the **distributed generator**—
 - (a) may interfere with the **distributor's** equipment without prior written consent; and
 - (b) must, as soon as practicable, inform the **distributor** of the occurrence and circumstances involved.
- (3) The **distributed generator** must protect the **distributor's** equipment against interference and damage.

Compare: SR 2007/219 clause 8 Schedule 2

Clause 8(1): amended, on 23 February 2015, by clause 53 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

9 Obligation to advise if interference with distributor's equipment or theft of electricity is discovered

- (1) If the **distributor** or the **distributed generator** discovers evidence of interference with the **distributor's** equipment, or evidence of theft of **electricity**, the party discovering the interference or evidence must advise the other party within 24 hours.

- (2) If interference with the **distributor's** equipment at the **distributed generator's** installation is suspected, the **distributor** may itself carry out an investigation and present the findings to the **distributed generator** within a reasonable period.
- (3) The cost of the investigation—
- (a) must be borne by the **distributed generator** if it is discovered that interference by the **distributed generator**, or by its subcontractors, agents, or invitees, has occurred, or if the interference has been by a third party, and the **distributed generator** has failed to provide reasonable protection against interference to the **distributor's** equipment; and
 - (b) must be borne by the **distributor** in any other case.

Compare: SR 2007/219 clause 9 Schedule 2

Heading: amended, on 23 February 2015, by clause 54(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 9(1): amended, on 23 February 2015, by clause 54(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Interruptions and disconnections

10 General obligation relating to interruptions

The **distributor** must make reasonable endeavours to ensure that the **connection** of the **distributed generation** is not interrupted.

Compare: SR 2007/219 clause 10 Schedule 2

Clause 10: amended, on 23 February 2015, by clause 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

11 Circumstances allowing distributor to temporarily disconnect distributed generation

Despite clause 10, the **distributor** may interrupt the **connection** service, or curtail either the operation or output of the generation, or both, and may temporarily disconnect the **distributed generation** in any of the following cases:

- (a) in accordance with the **distributor's congestion management policy**;
- (b) if reasonably necessary for planned **maintenance, construction**, and repairs on the **distribution network**;
- (c) for the purpose of protecting, or preventing danger or damage to, persons or property;
- (d) if the **distributed generator** fails to allow the **distributor** access as required by clause 5;
- (e) *[Revoked]*
- (f) in accordance with clause 13 (adverse operating effects):
- (g) if the **distributed generator** fails to comply with the **distributor's**—
 - (i) **connection and operation standards**; or
 - (ii) safety requirements.

Compare: SR 2007/219 clause 11 Schedule 2

Clause 11: amended, on 23 February 2015, by clauses 55(1) and 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 11(e): revoked, on 23 February 2015, by clause 55(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 11(g): inserted, on 23 February 2015, by clause 55(3) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

12 Obligations if distributed generation temporarily disconnected by distributor

- (1) The **distributor** must make reasonable endeavours to—
 - (a) advise the **distributed generator** before an interruption under clause 11; and
 - (b) co-ordinate with the **distributed generator** to minimise the impact of the interruption.
- (2) The **distributor** and the **distributed generator** must co-operate to restore the **distribution network** and the **distributed generation** to a normal operating state as soon as is reasonably practicable following temporary disconnection.
- (3) In the case of a forced outage, the **distributor** must, subject to the need to restore the **distribution network**, make reasonable endeavours to—
 - (a) restore service to the **distributed generator**; and
 - (b) advise the **distributed generator** of the expected duration of the outage.

Compare: SR 2007/219 clause 12 Schedule 2

Clause 12(1)(a): amended, on 23 February 2015, by clause 56(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 12(3): amended, on 23 February 2015, by clause 56(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

13 Adverse operating effects

- (1) The **distributor** must advise the **distributed generator** as soon as is reasonably practicable if it reasonably considers that operation of the **distributed generation** may—
 - (a) adversely affect the service provided to other **distribution network** customers; or
 - (b) cause damage to the **distribution network** or other facilities; or
 - (c) present a hazard to a person.
- (2) If, after receiving that advice, the **distributed generator** fails to remedy the adverse operating effect within a reasonable time, the **distributor** may disconnect the **distributed generation** by giving reasonable notice (or without notice when reasonably necessary in the event of an emergency or hazardous situation).

Compare: SR 2007/219 clause 13 Schedule 2

Clause 13(1): amended, on 23 February 2015, by clause 57(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 13(2): amended, on 23 February 2015, by clause 57(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

14 Interruptions by distributed generator

- (1) This clause applies to any **connected distributed generation** above 10 kW in total.
- (2) The **distributed generator** must advise the **distributor** of any **planned outages** and must make reasonable endeavours to advise the **distributor** of an event that affects **distribution network** operations.
- (3) The **distributed generator** must make reasonable endeavours to advise the **distributor** of the interruption and to co-ordinate with the **distributor** to minimise the impact of the interruption.

Compare: SR 2007/219 clause 14 Schedule 2

Clause 14: amended, on 23 February 2015, by clauses 58 and 75 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

15 Permanent disconnections

- (1) Despite clause 10, the **distributor** may permanently disconnect **distributed generation** in the following circumstances:
 - (a) on receipt of a request from a **distributed generator**:
 - (b) without notice, if a **distributed generator** has been temporarily disconnected under clause 11(g) and—
 - (i) the **distributed generator** fails to remedy the non-compliance within a reasonable period of time; and
 - (ii) there is an ongoing risk to persons or property:
 - (c) without notice, if the **trader** that is recorded in the **registry** as being responsible for the **ICP** to which the **distributed generation** is **connected** to the **distribution network** has **de-energised** the **ICP** and advised the **registry** that the **ICP** has a status of "inactive" with the reason of "de-energised – ready for decommissioning":
 - (d) on at least 10 **business days**' notice of intention to disconnect, if—
 - (i) the **distributed generator** has not injected **electricity** into the **distribution network** at any time in the preceding 12 months; and
 - (ii) the **distributor** has not been notified by the **distributed generator** of reasons for the non-injection; and
 - (iii) the **distributor** has reasonable grounds for believing that the **distributed generator** has ceased to operate the **distributed generation**.
- (2) *[Revoked]*
- (3) If the **point of connection** is to be disestablished in its entirety, a permanent disconnection must be performed by means of isolation of generation by removal of all electrical connections to **distributor's lines**. The **distributor** must advise the **distributed generator** within 2 **business days** of the work having been completed.
- (4) *[Revoked]*
- (5) *[Revoked]*

Compare: SR 2007/219 clause 15 Schedule 2

Clause 15(1)(b) and (c): substituted, on 23 February 2015, by clause 59(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 15(1)(d)(i): amended, on 23 February 2015, by clause 59(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 15(2): revoked, on 23 February 2015, by clause 59(3) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 15(3): amended, on 23 February 2015, by clause 59(4) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 15(4) and (5): revoked, on 23 February 2015, by clause 59(5) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Time frame for construction

15A Distributed generator must construct distributed generation within 18 months of approval

- (1) This clause applies if the **distributor** approves the **distributed generator's** application to **connect distributed generation** under Part 1, Part 1A, or Part 2 of Schedule 6.1.
- (2) The **regulated terms** cease to apply if the **distributed generator** does not **construct** the **distributed generation** within—

- (a) 18 months from the date on which approval was granted; or
 - (b) such later date as is agreed by the **distributor** and **distributed generator**.
- (3) The **distributed generator** must reapply under Schedule 6.1 if—
- (a) the **regulated terms** no longer apply in accordance with subclause (1); and
 - (b) the **distributed generator** wishes to **connect distributed generation** to the **distributor's distribution network**.

Cross heading and clause 15A: inserted, on 23 February 2015, by clause 60 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Confidentiality

16 General obligations relating to confidentiality

- (1) Each party must preserve the confidentiality of **confidential information**, and must not directly or indirectly reveal, report, publish, transfer, or disclose the existence of any **confidential information**, except as permitted in subclause (2).
- (2) Each party must only use **confidential information** for the purposes expressly permitted by these **regulated terms**.

Compare: SR 2007/219 clause 17 Schedule 2

17 When confidential information can be disclosed

Either party may disclose **confidential information** in any of the following circumstances:

- (a) if the **distributed generator** and **distributor** agree in writing to the disclosure of information:
- (b) if disclosure is expressly provided for under these **regulated terms**:
- (c) if, at the time of receipt by the party, the **confidential information** is in the public domain or if, after the time of receipt by either party, the **confidential information** enters the public domain (except where it does so as a result of a breach by either party of its obligations under this clause or a breach by any other person of that person's obligation of confidence):
- (d) if either party is required to disclose **confidential information** by—
 - (i) a statutory or regulatory obligation, body, or authority; or
 - (ii) a judicial or arbitration process; or
 - (iii) the regulations of a stock exchange upon which the share capital of either party is from time to time listed or dealt in; or
 - (iv) this Code:
- (e) if the **confidential information** is released to the officers, employees, directors, agents, or advisors of the party, provided that—
 - (i) the information is disseminated only on a need-to-know basis; and
 - (ii) recipients of the **confidential information** have been made fully aware of the party's obligations of confidence in relation to the information; and
 - (iii) any copies of the information clearly identify it as **confidential information**:
- (f) if the **confidential information** is released to a bona fide potential purchaser of the business or any part of the business of a party, subject to that bona fide

potential purchaser having signed a confidentiality agreement enforceable by the other party in a form approved by that other party, and that approval may not be unreasonably withheld.

Compare: SR 2007/219 clause 18 Schedule 2

18 Disclosures by employees, agents, etc

To avoid doubt, a party is responsible for any unauthorised disclosure of **confidential information** made by that party's officers, employees, directors, agents, or advisors.

Compare: SR 2007/219 clause 19 Schedule 2

Pricing

19 Pricing principles

Charges that are payable by the **distributed generator** or the **distributor** must be determined in accordance with the pricing principles set out in Schedule 6.4.

Compare: SR 2007/219 clause 20 Schedule 2

Clause 19: amended, on 23 February 2015, by clause 61 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Liability

20 General obligations relating to liability

- (1) If the **distributor** or the **distributed generator** breaches any of the **regulated terms** (whether by act or omission), that party is liable to the other.
- (2) The **distributed generator's** and the **distributor's** liability to each other is limited to damages for any direct loss caused by that breach.
- (3) This clause and clauses 21 to 25 do not limit the liability of either party to pay all charges and other amounts due under Part 6 of this Code or the **regulated terms**.

Compare: SR 2007/219 clause 21 Schedule 2

Clause 20(1) and (3): amended, on 23 February 2015, by clause 62 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

21 Exceptions to obligations relating to liability

- (1) Neither the **distributor** nor the **distributed generator**, nor any of its officers, employees, directors, agents, or advisors, are in any circumstances liable to the other party for—
 - (a) any indirect loss, consequential loss (including, but not limited to, incidental or special damages), loss of profit, loss of revenue (except any liability under clause 20(3)), loss of use, loss of opportunity, loss of contract, or loss of goodwill; or
 - (b) any loss resulting from the liability of the other party to another person; or
 - (c) any loss or damage incurred by the other party if, and to the extent that, this results from any breach of the **regulated terms** or any negligent action.
- (2) The **distributor** is not liable, except to the extent caused or contributed to by the **distributor** in circumstances where the **distributor** was not acting in accordance with Part 6 of this Code (including these **regulated terms**), for—

- (a) any momentary fluctuations in the voltage or frequency of **electricity** conveyed to or from the **distributed generation's point of connection** or nonconformity with harmonic voltage and current levels; or
- (b) any failure to convey **electricity** to the extent that—
 - (i) the failure arises from any act or omission of the **distributed generator** or other person, excluding the **distributor** and its officers, employees, directors, agents, or advisors; or
 - (ii) the failure arises from a reduced **injection** of **electricity** into the **distribution network**; or
 - (iia) the failure arises from an interruption in the conveyance of **electricity** in the **distribution network**, if the interruption was at the request of the **system operator** or under a nationally or regionally co-ordinated response to an **electricity** shortage; or
 - (iii) the failure arises from any defect or abnormal conditions in or about the **distributed generator's** premises; or
 - (iv) the **distributor** was taking any action in accordance with Part 6 of this Code or the **regulated terms**; or
 - (v) the **distributor** was prevented from making necessary repairs (for example, by police at an accident scene).
- (3) The **distributed generator** is not liable for—
 - (a) a failure to perform an obligation under these **regulated terms** caused by the **distributor's** failure to comply with the obligation; or
 - (b) a failure to perform an obligation under these **regulated terms** arising from any defect or abnormal conditions in the **distribution network**.

Compare: SR 2007/219 clause 22 Schedule 2

Clause 21(1): amended, on 23 February 2015, by clause 63(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 21(2)(b)(ii): substituted, on 23 February 2015, by clause 63(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 21(2)(b)(iia): inserted, on 23 February 2015, by clause 63(3) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

22 Limits on liability

The maximum total liability of each party, as a result of a breach of the **regulated terms**, must not in any circumstances exceed, in respect of a single event or series of events arising from the same event or circumstance, the lesser of—

- (a) the direct damage suffered or the maximum total liability that the party bringing the claim against the other party has at the time that the event (or, in the case of a series of related events, the first of such events) giving rise to the liability occurred; or
- (b) \$1,000 per kW of **nameplate capacity** up to a maximum of \$5 million.

Compare: SR 2007/219 clause 23 Schedule 2

Clause 22(b): amended, on 23 February 2015, by clause 64 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

23 Liability clauses do not apply to fraud, wilful breach, and breach of confidentiality

The exceptions in clause 21, and the limits on liability in clause 22, do not apply—

- (a) if the **distributor** or the **distributed generator**, or any of its officers, employees, directors, agents, or advisors, has acted fraudulently or wilfully in breach of these **regulated terms**; or
- (b) to a breach of confidentiality under clause 16 by either party.

Compare: SR 2007/219 clause 24 Schedule 2

Clause 23(a): amended, on 23 February 2015, by clause 65 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

24 *[Revoked]*

Compare: SR 2007/219 clause 25 Schedule 2

Clause 24: revoked, on 23 February 2015, by clause 66 of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

25 **Force majeure**

- (1) A failure by either party to comply with or observe any provisions of these **regulated terms** (other than payment of any amount due) does not give rise to any cause of action or liability based on default of the provision if—
 - (a) the failure is caused by—
 - (i) an event or circumstance occasioned by, or in consequence of, an act of God, being an event or circumstance—
 - (A) due to natural causes, directly or indirectly and exclusively without human intervention; and
 - (B) that could not reasonably have been foreseen or, if foreseen, could not reasonably have been resisted; or
 - (ii) a strike, lockout, other industrial disturbance, act of public enemy, war, blockade, insurrection, riot, epidemic, aircraft, or civil disturbance; or
 - (iii) the binding order or requirement of a Court, government, **local authority**, the **Rulings Panel**, or the **Authority**, and the failure is not within the reasonable control of the affected party; or
 - (iv) the partial or entire failure of the **injection of electricity** into the **distribution network**; or
 - (v) any other event or circumstance beyond the control of the party invoking this clause; and
 - (b) the party could not have prevented such failure by the exercise of the degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced **distributor** or **distributed generator** engaged in the same type of undertaking under the same or similar circumstances in New Zealand at the time.
- (2) If a party becomes aware of a prospect of a forthcoming **force majeure event**, it must advise the other party as soon as is reasonably practicable of the particulars of which it is aware.
- (3) If a party invokes this clause, it must as soon as is reasonably practicable advise the other party that it is invoking this clause and of the full particulars of the **force majeure event** relied on.
- (4) The party invoking this clause must—
 - (a) use all reasonable endeavours to overcome or avoid the **force majeure event**; and

- (b) use all reasonable endeavours to mitigate the effects or the consequences of the **force majeure event**; and
 - (c) consult with the other party on the performance of the obligations referred to in paragraphs (a) and (b).
- (5) Nothing in subclause (4) requires a party to settle a strike, lockout, or other industrial disturbance by acceding, against its judgement, to the demands of opposing parties.

Compare: SR 2007/219 clause 26 Schedule 2

Clause 25(1)(a)(iv): substituted, on 23 February 2015, by clause 67(1) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.

Clause 25(2) and (3): amended, on 23 February 2015, by clause 67(2) of the Electricity Industry Participation Code Amendment (Distributed Generation) 2014.