

<p><b>Newmarket-Tay Power Distribution Ltd.</b></p> <p><b>Conditions of Service</b></p>	<p><b>Number:</b> NT POWER COS-160-00</p> <p><b>Issue Date:</b> July, 2007</p>
<p><b>Consumer Rights</b></p>	<p><b>Next Review Date:</b> February, 2015</p>

## 1. Preamble

*Consumers, retailers and generators* have rights regarding their relationship with *distributors*. These rights also have some limitations.

## 2. Rights

The *Electricity Act*, imposes obligations on *distributors*, such as Newmarket-Tay Power Distribution Ltd. (NT POWER), regarding their relationship with *Consumers, retailers and generators*. NT POWER shall provide *Consumers, retailers and generators* with non-discriminatory access to its *distribution system*, in accordance with its licence and subject to this *Conditions of Service* document.

NT POWER shall *connect* a *building* to its *distribution system* if the *building* lies along any of the lines of its *distribution system* and the *Applicant* or other *Person* in charge of the *building* requests the *connection* in writing.

NT POWER shall sell *energy* to every *Person* connected to its *distribution system*, except a *Person* who advises it in writing that the *Person* does not wish to purchase *energy* from NT POWER.

## 3. Limitations

NT POWER may consider reasons to refuse to *connect*, or refuse to continue to *connect*, a *Consumer* or *Applicant* as described in NT POWERCOS-210-03 "Connection Denial" or if there is any violation of any other conditions identified in the NT POWER's *Conditions of Service* documents.

If NT POWER refuses to *connect* a *building*, it shall inform the *Applicant* requesting the *connection* of the reason(s) for not connecting and, where NT POWER is able to provide a remedy, make an offer to *connect*. If NT POWER is unable to provide a remedy to resolve the issue, it is the responsibility of the *Applicant* to do so before a *connection* may be made.

#### 4. Liability

Notwithstanding the above, NT POWER shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

#### 5. Indemnity

The *Consumer, Applicant* or *generator*, shall indemnify and hold harmless NT POWER, its directors, officers, employees, and agents from any claims made by any third parties in *connection* with the construction and installation of a *generation facility* by, or on behalf of, the *Consumer, Applicant* or *generator*. See NT POWERCOS-350-00 Embedded Generation.

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