

# **Memorandum of Understanding**

between

**Electricity Authority  
Te Mana Hiko**

and

**Utilities Disputes Limited  
Tautohetohe Whaipanga**

# Memorandum of Understanding

Between **Electricity Authority**  
**Te Mana Hiko**

And **Utilities Disputes Limited**  
**Tautohetohe Whaipainga**

(the parties)

## Background

1. The Electricity Authority: Te Mana Hiko (Authority) is an independent Crown entity established on 1 November 2010 under the Electricity Industry Act 2010. It is responsible for overseeing and regulating the New Zealand electricity market. Its statutory objective is to promote competition in, reliable supply by, and the efficient operation of, the electricity industry for the long-term benefit of consumers.
2. Utilities Disputes Limited: Tautohetohe Whaipainga (UDL) is an independent not for profit company. It provides a complaint resolution service for complaints between electricity companies and their customers when they are unable to be resolved. It does this through its energy complaints scheme (Scheme), established through section 95 of the Electricity Industry Act 2010, effective 1 April 2010. All electricity retailers and distributors must be members of the Scheme. UDL is industry funded and its services are free to consumers.

## Purpose

3. The purpose of this MOU is to record the basis on which the Authority and UDL will each assist each other in the performance of their respective roles and functions, through effective communication, cooperation and sharing of information and data.

## Roles and responsibilities in areas of common interest

4. The parties work in areas of common interest relating to the supply of electricity to NZ consumers. Much of the parties' work, either directly or indirectly, seeks to improve consumers' experience of New Zealand's electricity sector.
5. Consistent with its statutory objective the Authority's responsibilities include:
  - a. creating and administering the Electricity Industry Participation Code (Code)
  - b. monitoring compliance with the Electricity Industry Act (Act), the Electricity Industry (Enforcement) Regulations 2010 (regulations) and the Code

- c. investigating and enforcing compliance; and
  - d. undertaking market facilitation measures such as (but not limited to):
    - i. providing education
    - ii. promoting the benefits of checking and switching to consumers
    - iii. facilitating market transactions, including centralised ICP switching, access to metering and setting metering standards
    - iv. developing industry guidelines
    - v. industry market and/or consumer outcomes monitoring; and
    - vi. reviews into any aspect of the sector.
6. UDL operates the approved energy complaints scheme. Its statutory purpose under clause 1 of schedule 4 of the Electricity Industry Act 2010 is to ensure that any person who has a complaint about a member has access to a scheme for resolving the complaint.

UDL's main objectives under its scheme rules are to:

- i. provide complainants with access to a dispute resolution scheme for resolving their complaint
- ii. be an Approved Scheme for businesses or undertakings operating in the energy Sector, and
- iii. actively help resolve energy related complaints

UDL's tagline is Prevent, Educate and Resolve.

## **How we will work together**

### ***Effective communication and cooperation***

7. The parties recognise the importance of mutual consultation in areas where there is the potential for their responsibilities to overlap, recognising their decisions must be made independently. Where appropriate the parties will endeavour to:
- (a) Notify each other of activities that may be relevant to the other party and keep each other informed of the progress of those matters. These might include:
    - I. Compliance, enforcement and complaints activities relevant to the retail, distribution, transmission of energy, the energy businesses, and its consumers
    - II. Reports and insights on the energy industry
    - III. Enquiry trends and observed behaviors

- IV. Proposed changes to regulatory instruments, including regulations and guidelines.
  - (b) Where possible, provide each other with copies of publications the party considers may be relevant to the other organisation, including advance copies of and a briefing on the publication prior to its release.
  - (c) Where a publication by one party refers to the other, where possible provide that party with an opportunity to comment on the reference prior to the finalisation and release of the publication.
- 8. In developing education and guidance materials the parties will to the extent possible develop consistent materials.
- 9. In developing data resources or systems, the parties will to the extent possible, use standardised industry terms and data keys (e.g. participants names and IDs, ICPs, region names/boundaries etc.).
- 10. The parties will each provide information forums for staff of the other organisation including topics such as roles, technical issues, regulatory framework, responsibilities as appropriate to support the operation of this MOU.

***Sharing of Information***

- 11. The parties recognise the value of sharing information and data.
- 12. Nominated representatives from each party's organisation will meet approximately every two months to:
  - (a) Provide each other with updates and reports on any complaints they receive that may demonstrate themes, insights, systemic issues, or emerging trends
  - (b) Inform each other about activities that may be of interest to the other party
  - (c) Review any referral of complaints or inquiries between the parties
  - (d) Identify opportunities for joint activities or sharing of information
  - (e) Discuss any issues with existing arrangements or where one organisation's activities may impact the information received by the other
  - (f) Report on any development that may impact on the other party.
- 13. Representatives of the parties may contact each other outside of the regular meetings to request advice or information on issues that are within the responsibility of each organisation. The party receiving the request will respond as soon as possible.
- 14. Reports may be provided in writing or verbally at regular meetings as agreed between the parties.

### *Restrictions on sharing*

15. The parties acknowledge that some information is not always able to be shared, for example confidential information.
16. Any information shared in accordance with this MOU will not be disclosed to third parties without the prior consent of the party who supplied the information.
17. In relation to all information concerning or relating to a complaint UDL will act in accordance with privacy laws and UDL's privacy policy and data governance policies and processes.
18. In relation to all information concerning an alleged breach of the Code, the Authority will act in accordance with privacy laws, its obligations to keep information confidential, and data governance policies and processes.

### **Contact persons**

19. The parties' principal points of contacts are set out below and are otherwise as communicated by the parties to each other from time to time.

**Electricity Authority**  
James Stevenson-Wallace  
Chief Executive

**Utilities Disputes Limited**  
Mary Ollivier  
Commissioner/Chief Executive

### **Management of the MOU**

20. Nothing in this MOU is intended to limit or affect the independence of either party.
21. This MOU:
  - (a) is a public document and can be provided to any external party to confirm the arrangements that operate between the parties
  - (b) may be published by the parties on their respective websites
  - (c) is intended to be facilitative only and to assist the parties in the performance of their respective functions
  - (d) is not intended to create legally enforceable rights or obligations
  - (e) may be amended at any time by written agreement between the parties
  - (f) may be terminated by either party giving three months written notice to the other party.
  - (g) will continue to be in force until such time as another MOU is agreed and signed between the parties or the MOU has been terminated. A review can be initiated at any time by either party.

## Issues and dispute resolution

22. Both parties will use their best endeavours to resolve any issue in a timely manner and in the way that best supports the objective of this MOU.
23. In the event of issues arising between the parties they will be resolved, or if necessary escalated for resolution, in accordance with the following order and timeframe:
- a. The Authority and UDL personnel, if unresolved within two weeks, then escalated to;
  - b. The responsible managers, if not resolved within two weeks, then escalated to;
  - c. the Chief Executive of the Authority and the Chief Executive of UDL who will agree on what further action is required.
24. Solutions to issues need to be consistent with the roles and mandates of each party.

Signed for and on behalf of  
The Electricity Authority



Date: 1 March 2022



Signed for and on behalf of  
Utilities Disputes Limited

Date: 8 March 2022