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## **ERGANZ SUBMISSION ON CODE REVIEW PROGRAMME #7**

The Electricity Retailers' and Generators' Association of New Zealand ('ERGANZ') welcomes the opportunity to provide feedback on the Electricity Authority's consultation paper, 'Code Review Programme #7' dated 12 May 2026.

ERGANZ is the industry association representing companies that generate and sell electricity to Kiwi households and businesses. Collectively, our members supply almost 90 per cent of New Zealand's electricity. We work for a competitive, fair, and sustainable electricity market that benefits consumers.

### **Executive summary**

ERGANZ supports the Authority's use of the Code Review Programme to make a number of small, discrete improvements to the Code efficiently and transparently. We support the overall direction of the programme and the Authority's focus on reducing transaction costs and clarifying participant obligations.

The 14 proposals span a broad range of topics, most of which fall outside the direct interests of generator-retailers. This submission concentrates on the six proposals that materially affect our members in their capacity as generators, traders, and reconciliation participants. We have not commented on the remaining proposals or on the technical and non-controversial amendments in Appendix C, which we are content to leave to the parties they more directly affect.

In summary:

- CRP7-010 (multi-brand billing obligations) is the proposal of greatest interest to members. ERGANZ strongly supports the clarification that the plan catalogue, better plan check, and related Consumer Care Obligations may be applied at the brand level, and asks the Authority to confirm the carve-outs apply regardless of whether brands are held within one legal entity or in separate companies.
- CRP7-005 (recording several points of connection under a single ICP identifier) is the one proposal ERGANZ opposes. The proposal would displace the one-to-one relationship

between a point of connection, an ICP, and an ICP identifier on which registry, retailer, and distributor systems are built. It also creates a health and safety risk that a live connection could be hidden behind a single ICP, and it would impose material system-rebuild costs on retailers, while the registry records ICP rather than point of connection information and cannot show how many points of connection sit within an ICP. ERGANZ asks the Authority not to proceed with CRP7-005.

- CRP7-004 (extending audits to EIEP use) is a genuine extension of audit scope. We support the objective of monitoring EIEP use, but strongly question whether the reconciliation participant audit is the right mechanism. EIEP obligations on retailers are unrelated to the reconciliation processes that audit exists to certify, and because not all retailers are reconciliation participants the result would be only partial, inequitable monitoring that could distort retail competition. We ask the Authority to consider a targeted EIEP monitoring mechanism instead.
- CRP7-014 (clearing manager payments and interest) is potentially beneficial and we support the practical fix, but ask the Authority to ensure the move from a hard 4.00pm deadline to a 'reasonable endeavours' standard does not harm payment-timing certainty for payees.
- CRP7-006 (insufficient load to certify metering) places new obligations on traders, ending in a disconnection obligation. We support filling the gap, but ask the Authority to address how the disconnection obligation interacts with the Consumer Care Obligations, including protections for medically dependent consumers.
- CRP7-008 (non-supply charges and ICP status) affects the distribution-charge reductions members receive and pass through. We support the systems-alignment intent while seeking certainty over the timing and quantum of reductions, and notification when a distributor reverts an ICP to 'Active'.
- CRP7-009 (faster distributor price codes) is enabling and subject to trader and customer consent. We support it, and ask only that the consent mechanism be administratively simple.

## Submission points

ERGANZ's position on each of the six proposals is below and followed by the submission forms in the specified Authority format.

### *CRP7-010 – Billing obligations on retailers who operate multiple brands*

ERGANZ strongly supports this proposal. It confirms that the plan catalogue (new clause 11A.17), the better plan check (clause 7 of Schedule 11A.2), and the related Consumer Care Obligations may be satisfied at the retail brand level, consistent with the Authority's policy intent and with how members already apply the existing Consumer Care Obligations. Our only substantive comment concerns drafting consistency: members operate brands both within single legal entities and through separate companies, and the clauses should put beyond doubt that the brand-level carve-outs apply regardless of corporate structure.

### *CRP7-005 – Clarify that several points of connection may be recorded under a single ICP identifier*

**ERGANZ does not support this proposal.** The Code is written on the premise, express or implicit, of a one-to-one-to-one relationship between a point of connection, an ICP, and an ICP identifier, and

registry, retailer, and distributor systems are all built on this premise. Allowing a single ICP identifier to cover multiple points of connection would change that relationship to one-to-many and require systems to be rebuilt and processes changed.

ERGANZ has two material concerns. First, health and safety if multiple points of connection sit behind a single ICP, there is a risk that a live connection is hidden if it is not recorded correctly, which is a serious safety concern for anyone working on or disconnecting an installation. Second, cost if retailers need to build or change systems to capture and identify ICPs that have multiple connections wherever a network chooses to allow this, for a benefit the Authority has characterised as avoiding the creation of multiple ICPs in limited circumstances.

The registry records ICP information rather than point of connection information, so there is no way to tell how many points of connection sit within an ICP, and neither retailers nor distributors would have visibility of multiple points of connection under a single ICP. The registry also requires a unique address per ICP, yet multiple connection points may be spread across multiple addresses, particularly in rural settings. An ICP carries a single price category code and a single loss factor, whereas properties with multiple ICPs today often have different price categories and loss factors for each connection; collapsing these into one ICP would force amalgamated pricing and loss factors, or a rebuild of the registry.

ERGANZ recommends the Authority does not proceed with CRP7-005.

#### *CRP7-004 – Extend participant audit to include use of EIEPs*

ERGANZ supports the objective of improving the consistency and correctness of EIEP use, which underpins efficient billing, switching, and consumption-information processes. **We question, however, whether the reconciliation participant audit is the right mechanism to achieve it.** That audit exists to certify a reconciliation participant through scrutiny of its reconciliation processes under Part 15, yet the proposal would extend its scope to EIEP obligations on retailers that have nothing to do with reconciliation. If those broader obligations are added, they should not bear on certification of a reconciliation participant or on the timing of the next audit.

The mechanism would also capture EIEP use only partially, because it is retailers that use EIEPs and not all retailers are reconciliation participants. That inequity in monitoring and audit burden could distort retail competition and perversely incentivise retail structures that avoid the burden. ERGANZ asks the Authority to consider a targeted mechanism for monitoring EIEP use, applying equitably to all retailers, rather than bolting the obligation onto an existing but unrelated audit that does not fully capture retailers.

More broadly, we consider the Authority's effort would be better directed at a long-overdue review of the core audit framework and guidelines, which have not been meaningfully revised in over a decade and in places no longer target the areas of material market impact.

#### *CRP7-014 – Clearing manager’s payment obligations and liability to pay interest*

ERGANZ accepts the operational case for relaxing the clearing manager’s fixed 4.00pm payment obligation and for confining its interest liability to subpart 8 circumstances. This is, however, not without risk to our members who are payees and manage cash and prudential positions around expected settlement receipts. We ask the Authority to ensure the shift to a ‘reasonable endeavours’ standard does not erode payment-timing certainty, and to consider whether a narrower carve-out for delays outside the clearing manager’s control, or some reporting on late outbound payments, would better preserve payee certainty.

#### *CRP7-006 – Require action when insufficient load to certify metering*

ERGANZ supports filling the gap in clause 14 of Schedule 10.7. Members carry the obligations at the end of the proposed process as traders, including the obligation ultimately to disconnect. We ask the Authority to confirm that disconnection is intended as a genuine last resort, and, importantly, to address in the drafting how a disconnection triggered by metering certification interacts with the Consumer Care Obligations in Part 11A, including the protections for Medically Dependent Consumers (‘MDCs’).

#### *CRP7-008 – Process for updating the registry and reducing distribution charges for non-supply*

ERGANZ supports allowing distributors to align the clause 9.10 charge reduction with their billing systems, and to revert an ICP to ‘Active’ status directly. Because the charge reduction is received by traders and passed through to consumers, we ask that the additional flexibility does not reduce members’ certainty or visibility over the timing and quantum of reductions, that the three-month rebate option not delay benefits reaching consumers, and that traders be notified when a distributor reverts an ICP to ‘Active’.

#### *CRP7-009 – Enable faster implementation of distributor price codes*

ERGANZ supports this enabling change. Because accelerated implementation requires the trader’s written consent, members retain control and there is no risk of a compressed timeframe being imposed. We ask only that ‘written consent’ be capable of being satisfied through ordinary electronic consent processes, so the mechanism remains administratively simple.

### **Consultation questions**

A completed submission form for each of the six proposals follows, in proposal-number order. Each form responds to the Authority’s standard consultation questions for that proposal.

**CRP7-004****Extend participant audit to include use of EIEPs**

<b>Submitter</b>	Kenny Clark
<b>Organisation</b>	Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
<b>Proposal number</b>	CRP7-004

<b>Questions</b>	<b>Comments</b>
<b>Q1. Do you agree the issues identified by the Authority are worthy of attention?</b>	<p>Yes. The consistent and correct use of EIEPs enables the efficient operation of the market, and members' retail businesses rely on accurate EIEP exchanges for billing, switching, and the provision of consumption information. ERGANZ agrees there is value in the Authority being able to monitor whether EIEPs are used correctly and consistently.</p> <p>We note, however, that this is a genuine extension of audit scope, and we question whether the reconciliation participant audit is the right mechanism to deliver it. The reconciliation participant audit exists to support certification of a reconciliation participant through scrutiny of its reconciliation processes under Part 15. The proposal would extend its scope to EIEP obligations on retailers that have nothing to do with reconciliation processes. We expand on this concern in our responses to Q3 and Q4.</p>
<b>Q2. Do you agree with the objectives of the proposed amendment? If not, why not?</b>	<p>Yes. Reducing errors and inconsistencies in the use and exchange of information under EIEPs, and the manual checking and rework that those errors cause, is a sound objective that is consistent with the efficient operation of the industry.</p>
<b>Q3. Do you agree the benefits of the proposed amendment outweigh its costs?</b>	<p>The Authority characterises the cost as minor and confined to auditors making minor changes to their distributor and reconciliation participant audit processes.</p> <p>More fundamentally, ERGANZ is concerned about using an unrelated audit to carry these obligations. If broader, non-reconciliation EIEP obligations are added to the reconciliation participant audit, they should not be a factor in determining certification of a reconciliation participant, nor a factor in determining the timing of the next reconciliation participant audit. Without that separation, an EIEP issue unrelated to reconciliation could affect a participant's certification or audit cycle, which would be a disproportionate and unintended cost.</p>

**Q4. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.**

No. ERGANZ considers a targeted mechanism for monitoring EIEP use would be preferable to extending the reconciliation participant audit. Using that audit would capture EIEP use only partially, because it is retailers that use EIEPs and not all retailers are reconciliation participants. Retailers should reasonably expect an equitable monitoring and audit burden, and a mechanism that falls unevenly across retailers could distort retail competition and perversely incentivise retail business structures that enable avoidance of the audit or monitoring burden. This would be inconsistent with the competition limb of the Authority's section 15 objective. ERGANZ therefore asks the Authority to consider a targeted EIEP monitoring mechanism that applies equitably to all retailers that use EIEPs, rather than bolting the obligation onto an existing but unrelated audit process that does not fully capture retailers.

More broadly, ERGANZ considers the Authority's effort would be better directed at improving the core audit framework and guidelines themselves, which have not had a fundamental review or any meaningful change in over a decade. In a number of areas the framework, scope, and scorecard are now out of date, focus on processes and functions that do not create material market impact, create ambiguity and duplication in compliance, and require manual or unwritten adjustment of results and audit frequency by the Authority's compliance team that can differ noticeably from the auditors' findings and recommendations. These are a sample of the themes members encounter, and there are others. A once-over of the core audit framework, to ensure the processes work efficiently and the scope targets the right areas, would reduce overheads and costs for all parties and would be a more worthwhile use of resources than adding a further limb to the existing audits.

**Q5. Do you agree the Authority's proposed amendment complies with section 32(1) of the Act?**

Not fully. While the objective is consistent with the efficient operation of the industry, ERGANZ considers that delivering it through the reconciliation participant audit risks an inequitable monitoring burden across retailers that could distort retail competition, which bears on the assessment under section 32(1) and the competition limb of the Authority's section 15 objective. A targeted mechanism applying equitably to all retailers that use EIEPs would more clearly comply.

<p><b>Q6. Do you have any comments on the drafting of the proposed amendment?</b></p>	<p>ERGANZ’s primary position, set out in our responses to Q3 and Q4, is that these EIEP obligations should not sit within the reconciliation participant audit. If the Authority nonetheless proceeds with the audit approach, proposed clauses 16A.23(d) and 16A.24A require the auditor to audit processes and procedures relating to the sharing of information, including the timeframes and manner in which that information is shared. The term manner is not defined and is potentially open-ended.</p> <p>To make the obligation auditable against a knowable standard, and to avoid inconsistent outcomes between auditors, ERGANZ asks the Authority to clarify: (a) which EIEPs fall within the scope of the audit; and (b) the standard against which timeframes and manner will be assessed, for example the relevant EIEP specification and any published timing requirements.</p>
<p><b>Q7. Is any part of your submission confidential? If yes, please explain which part, why it is confidential and provide a publishable replacement (refer paragraphs 2.5 to 2.6 of the consultation paper).</b></p>	<p>No part of this submission is confidential.</p>

**CRP7-005****Clarify that several points of connection may be recorded under a single ICP identifier**

<b>Submitter</b>	Kenny Clark
<b>Organisation</b>	Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
<b>Proposal number</b>	CRP7-005

<b>Questions</b>	<b>Comments</b>
<b>Q1. Do you agree the issues identified by the Authority are worthy of attention?</b>	<p>ERGANZ does not consider this issue warrants the proposed solution. The Authority frames the problem as uncertainty about whether multiple points of connection can be recorded under a single ICP identifier, using the example of a farm with a house and a separate water pump.</p> <p>In members' experience the Code operates, expressly or by implication, on a one-to-one-to-one relationship between a point of connection, an ICP, and an ICP identifier, and that premise is well understood across the industry.</p> <p>To the extent there is genuine uncertainty in the drafting, ERGANZ considers it should be resolved by confirming the existing one-to-one relationship, not by introducing a one-to-many model. We are not aware of the issue arising at a scale that would justify the change proposed.</p>
<b>Q2. Do you agree with the objectives of the proposed amendment? If not, why not?</b>	<p>No. While reducing the unnecessary duplication of ICPs is an understandable aim, ERGANZ does not agree with an objective that is achieved by displacing the one-to-one relationship between a point of connection, an ICP, and an ICP identifier. That relationship is the premise on which registry, retailer, and distributor systems are built, and the objective as framed does not account for the safety, systems, and pricing consequences of moving to a one-to-many model.</p>

<p><b>Q3. Do you agree the benefits of the proposed amendment outweigh its costs?</b></p>	<p>No. ERGANZ considers the Authority has materially understated the costs and overstated the benefits of this proposal. We see two material concerns.</p> <p>(a) Health and safety. Where multiple points of connection sit behind a single ICP, there is a risk that a live connection is hidden if it is not recorded correctly. This is a serious safety risk for anyone working on or disconnecting an installation, and the proposal does not address it.</p> <p>(b) System cost. Retailers would need to build or change systems to capture and identify ICPs that have multiple connections wherever a network chooses to allow this. The Authority characterises the cost as negligible, which does not reflect the system and process rebuild that a one-to-many model would require across the registry, retailers, and distributors.</p> <p>By comparison, the benefit identified by the Authority, namely avoiding the creation of multiple ICPs in limited circumstances such as the farm example, is low. On the Authority’s own framing the costs of the proposal exceed its benefits.</p>
<p><b>Q4. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority’s statutory objective in section 15 of the Electricity Industry Act 2010.</b></p>	<p>No. ERGANZ’s preferred option is to retain the status quo, namely the one-to-one-to-one relationship between a point of connection, an ICP, and an ICP identifier. If the Authority considers there is genuine uncertainty in the current drafting, the preferable response, consistent with section 15, is to clarify that an ICP comprises a single point of connection, rather than to enable multiple points of connection to be recorded under a single ICP identifier. Retaining the existing relationship better promotes the efficient operation of the industry, because it avoids the system-rebuild costs and the safety risks identified in our responses to Q3 and Q6.</p>
<p><b>Q5. Do you agree the Authority’s proposed amendment complies with section 32(1) of the Act?</b></p>	<p>No. A change that introduces a safety risk and imposes significant system costs on participants, for a limited benefit, is difficult to reconcile with the requirement in section 32(1) that the Code promote the efficient operation of the industry for the long-term benefit of consumers. ERGANZ does not consider the proposed amendment has been shown to comply with section 32(1).</p>

<p><b>Q6. Do you have any comments on the drafting of the proposed amendment?</b></p>	<p>ERGANZ’s recommended approach is that the Authority does not proceed with this proposal. If the Authority does proceed, the drafting leaves substantial issues unresolved that would need to be worked through with industry before any amendment could safely be made.</p> <p>(a) Visibility. The registry records ICP information, not point of connection information, so there is no way to tell how many points of connection sit within an ICP. Neither retailers nor distributors would have visibility of multiple points of connection under a single ICP. The drafting does not address how that visibility would be provided.</p> <p>(b) Addressing. The registry requires a unique address per ICP, yet multiple connection points may be spread across multiple addresses, particularly in rural settings. The drafting does not resolve how multiple addresses would be recorded against a single ICP.</p> <p>(c) Pricing and loss factors. An ICP carries a single price category code and a single loss factor. Properties with multiple ICPs today often have a different price category and loss factor for each connection. Collapsing these into a single ICP would require amalgamated pricing and loss factors, or a rebuild of the registry, neither of which the proposal addresses.</p>
<p><b>Q7. Is any part of your submission confidential? If yes, please explain which part, why it is confidential and provide a publishable replacement (refer paragraphs 2.5 to 2.6 of the consultation paper).</b></p>	<p>No part of this submission is confidential.</p>

**CRP7-006****Require action when insufficient load to certify metering**

<b>Submitter</b>	Kenny Clark
<b>Organisation</b>	Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
<b>Proposal number</b>	CRP7-006

<b>Questions</b>	<b>Comments</b>
<b>Q1. Do you agree the issues identified by the Authority are worthy of attention?</b>	Yes. ERGANZ agrees the gap is real. As the Authority notes, the current drafting of clause 14 of Schedule 10.7 assumes there will be sufficient load to complete testing at the certifying ATH's subsequent visit, and makes no provision for the case where load remains insufficient. A defined process is preferable to repeated site visits or metering that continues uncertified indefinitely.
<b>Q2. Do you agree with the objectives of the proposed amendment? If not, why not?</b>	Yes. Providing a clear escalation process where insufficient load recurs, and reducing unaccounted electricity arising from inaccurate uncertified metering, are appropriate objectives.
<b>Q3. Do you agree the benefits of the proposed amendment outweigh its costs?</b>	Yes in principle. The benefits of a defined process are likely to outweigh the costs. However, members carry the obligations at the end of the proposed chain in their capacity as traders, including the obligation in proposed subclause (12) to electrically disconnect the ICP or load where the metering equipment provider is not authorised or able to do so.  We ask the Authority to confirm that the trader-side costs, including any field visit, customer-management, and reconnection costs, have been weighed, and that disconnection is intended only as a genuine last resort once the monitoring and access steps have been exhausted.
<b>Q4. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>	ERGANZ supports the proposed approach over the status quo. We ask the Authority to confirm that intermediate steps, such as a further period of raw meter data monitoring under subclause (3), are expected to be exhausted before the disconnection obligation is triggered, so that disconnection genuinely remains a measure of last resort.

<p><b>Q5. Do you agree the Authority’s proposed amendment complies with section 32(1) of the Act?</b></p>	<p>Yes.</p>
<p><b>Q6. Do you have any comments on the drafting of the proposed amendment?</b></p>	<p>ERGANZ raises two drafting points.</p> <p>(a) The disconnection obligation in proposed subclauses (11) and (12) is triggered by a metering certification issue rather than by non-payment or any consumer fault, yet its effect is to disconnect a consumer’s electricity supply. The drafting should make explicit how this obligation interacts with the Consumer Care Obligations in Part 11A, and in particular with the protections for medically dependent consumers and the consumer care requirements that apply to disconnection. As drafted, a trader could face conflicting obligations between Schedule 10.7 and Part 11A.</p> <p>(b) The timeframes in proposed subclauses (8), (9) and (12) should be tested for practicality, particularly the requirement on the trader to identify within 5 business days one or more days and times at which there is likely to be sufficient load. This depends on information the trader may first need to obtain from the consumer, and the drafting should accommodate that step.</p>
<p><b>Q7. Is any part of your submission confidential? If yes, please explain which part, why it is confidential and provide a publishable replacement (refer paragraphs 2.5 to 2.6 of the consultation paper).</b></p>	<p>No part of this submission is confidential.</p>

**CRP7-008****Process for updating the registry and reducing distribution charges for non-supply**

<b>Submitter</b>	Kenny Clark
<b>Organisation</b>	Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
<b>Proposal number</b>	CRP7-008

<b>Questions</b>	<b>Comments</b>
<b>Q1. Do you agree the issues identified by the Authority are worthy of attention?</b>	Yes. ERGANZ agrees the alignment issues between clause 9.10(b) of the Default Distributor Agreement and distributors' billing systems are worth addressing, and that allowing a distributor to revert an ICP's status to Active removes an unnecessary process step that currently relies on the trader acting on the distributor's advice.
<b>Q2. Do you agree with the objectives of the proposed amendment? If not, why not?</b>	Yes. Reducing the need for distributors to manually re-work reductions for supply interruptions, and clarifying responsibility for reflecting an ICP's status in the registry, are sound objectives.
<b>Q3. Do you agree the benefits of the proposed amendment outweigh its costs?</b>	Generally yes, with one caveat. The reduction in distribution charges under clause 9.10 is received by traders and passed through to affected consumers. Members support distributors' systems operating efficiently, but the additional flexibility proposed in clause 9.10 should not reduce our members' certainty or visibility over the timing and quantum of the reductions they receive. Members rely on that information to reconcile distribution charges and to pass reductions through to affected consumers accurately and promptly.
<b>Q4. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>	ERGANZ supports the proposal over the status quo. On proposed clause 9.10(c)(ii), the option for the distributor and trader to agree that a rebate be provided within three months of the day the interruption ended introduces a long tail. We ask the Authority to consider whether a three-month rebate window risks delaying the benefit reaching consumers, and to confirm what default timing applies where the distributor and trader do not reach agreement.
<b>Q5. Do you agree the Authority's proposed amendment complies with section 32(1) of the Act?</b>	Yes.

<p><b>Q6. Do you have any comments on the drafting of the proposed amendment?</b></p>	<p>ERGANZ raises two drafting points.</p> <p>(a) Proposed clause 9.10(a), (b) and (c) should be read together to ensure the obligation to advise the trader, the obligation to reduce charges, and the timing of providing the reduction are internally consistent, and that there is no gap in which a reduction is calculated under (b) but the timing of its provision under (c) is left open.</p> <p>(b) On the Part 11 amendment, proposed clause 17(3) of Schedule 11.1 allows a distributor to manage the Active status of an ICP where it earlier set the Inactive status under clause 19(2). ERGANZ supports this, but asks the Authority to confirm that the trader is notified when the distributor reverts the status to Active, so that the trader’s records and reconciliation remain accurate.</p>
<p><b>Q7. Is any part of your submission confidential? If yes, please explain which part, why it is confidential and provide a publishable replacement (refer paragraphs 2.5 to 2.6 of the consultation paper).</b></p>	<p>No part of this submission is confidential.</p>

**CRP7-009****Enable faster implementation of distributor price codes**

<b>Submitter</b>	Kenny Clark
<b>Organisation</b>	Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
<b>Proposal number</b>	CRP7-009

<b>Questions</b>	<b>Comments</b>
<b>Q1. Do you agree the issues identified by the Authority are worthy of attention?</b>	Yes. ERGANZ agrees the two-month minimum in clause 23(3) of Schedule 11.1 can act as an unnecessary barrier where the affected retailer and customer both consent to earlier implementation.
<b>Q2. Do you agree with the objectives of the proposed amendment? If not, why not?</b>	Yes. Enabling consumer benefits to be realised sooner, where all affected parties consent, is a sound objective.
<b>Q3. Do you agree the benefits of the proposed amendment outweigh its costs?</b>	Yes. The proposal is enabling rather than mandatory, and members retain control because earlier implementation requires the trader's written consent. We agree the costs are negligible.
<b>Q4. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>	Yes. ERGANZ supports the proposal. The dual-consent requirement is the appropriate safeguard, because it ensures no retailer is required to update billing systems or advise customers on a compressed timeframe without having agreed to do so.
<b>Q5. Do you agree the Authority's proposed amendment complies with section 32(1) of the Act?</b>	Yes.

<p><b>Q6. Do you have any comments on the drafting of the proposed amendment?</b></p>	<p>Proposed clause 23(6) requires written consent from both the trader and the customer at the ICP. ERGANZ asks the Authority to confirm that written consent can be satisfied through a retailer’s ordinary electronic consent processes, so that the mechanism is administratively simple and does not introduce a disproportionate compliance step that would undermine the efficiency benefit. We also ask the Authority to clarify how consent is to be evidenced and retained.</p>
<p><b>Q7. Is any part of your submission confidential? If yes, please explain which part, why it is confidential and provide a publishable replacement (refer paragraphs 2.5 to 2.6 of the consultation paper).</b></p>	<p>No part of this submission is confidential.</p>

**CRP7-010****Billing obligations on retailers who operate multiple brands**

<b>Submitter</b>	Kenny Clark
<b>Organisation</b>	Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
<b>Proposal number</b>	CRP7-010

<b>Questions</b>	<b>Comments</b>
<b>Q1. Do you agree the issues identified by the Authority are worthy of attention?</b>	Yes, strongly. This is the proposal of most direct relevance to ERGANZ members, a number of whom operate more than one retail brand. ERGANZ agrees the issue raised in Meridian's submission needs attention, and that the obligations introduced by the billing amendment should not be capable of being read as requiring a retailer to give cross-brand plan advice, or to publish a single combined plan catalogue across distinct brands.
<b>Q2. Do you agree with the objectives of the proposed amendment? If not, why not?</b>	Yes. Clarifying that the plan catalogue obligation, the better plan check, and the related Consumer Care obligations may be applied at the brand level reflects the Authority's stated policy intent, aligns with how members already apply the existing Consumer Care Obligations, and avoids the customer confusion that cross-brand advice would create.
<b>Q3. Do you agree the benefits of the proposed amendment outweigh its costs?</b>	Yes. The benefits, being certainty for retailers, avoided compliance cost, and avoided customer confusion, clearly outweigh the negligible costs. This is reinforced by the fact that the billing amendment has not yet come into force and members already operate the existing Consumer Care Obligations on a brand basis, so the proposal reflects existing practice rather than requiring change.
<b>Q4. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b>	Yes. ERGANZ agrees a Code amendment is preferable to relying on non-binding guidance. As the Authority notes in its evaluation of alternatives, guidance setting out the Authority's interpretation is not binding and does not provide legal certainty. Certainty is precisely what retailers operating multiple brands require in order to comply confidently and to invest in distinct brand propositions.
<b>Q5. Do you agree the Authority's proposed</b>	Yes.

<p><b>amendment complies with section 32(1) of the Act?</b></p>	
<p><b>Q6. Do you have any comments on the drafting of the proposed amendment?</b></p>	<p>ERGANZ supports the drafting, subject to one point of consistency. Proposed clause 11A.17(3), proposed clause 1A of Schedule 11A.1, and proposed clause 7(4) of Schedule 11A.2 each use the formulation of offering different product offerings or pricing plans under different brands.</p> <p>Members operate brands under a range of corporate structures, including brands held within a single legal entity and brands held in separate companies within a group. The problem definition expressly contemplates both, noting that a retailer may operate different brands either under the same company structure or under separate companies. ERGANZ asks the Authority to confirm that the brand-level carve-outs apply equally regardless of corporate structure, and to consider whether the operative drafting should refer expressly to brands operated whether within the same legal entity or through separate entities. This would remove any residual risk that the carve-outs are read as applying only to multiple brands operated within a single entity.</p>
<p><b>Q7. Is any part of your submission confidential? If yes, please explain which part, why it is confidential and provide a publishable replacement (refer paragraphs 2.5 to 2.6 of the consultation paper).</b></p>	<p>No part of this submission is confidential.</p>

**CRP7-014****Clearing manager's payment obligations and the clearing manager's liability to pay interest**

<b>Submitter</b>	Kenny Clark
<b>Organisation</b>	Electricity Retailers' and Generators' Association of New Zealand (ERGANZ)
<b>Proposal number</b>	CRP7-014

<b>Questions</b>	<b>Comments</b>
<b>Q1. Do you agree the issues identified by the Authority are worthy of attention?</b>	Yes. ERGANZ agrees the clearing manager should not be exposed to breach where delays in outbound payment arise from causes beyond its control, such as banking-processing times or the steps required following a participant default, and that the interest liability should be confined to its intended circumstances.
<b>Q2. Do you agree with the objectives of the proposed amendment? If not, why not?</b>	Yes, broadly. Relaxing an obligation that can be impractical to meet, and clarifying the circumstances in which the clearing manager is liable to pay interest, are appropriate objectives. ERGANZ's interest in this proposal is principally as a recipient of clearing manager payments, in members' capacity as both generators and retailers.
<b>Q3. Do you agree the benefits of the proposed amendment outweigh its costs?</b>	<p>This is the proposal on which ERGANZ asks the Authority to weigh the costs most carefully. The change from a fixed obligation to pay each participant by 4.00pm to an obligation to issue payment instructions by 1600 and use reasonable endeavours to pay in cleared funds shifts timing risk from the clearing manager to payees.</p> <p>Payment-timing certainty matters to members, who manage their own cash and prudential positions around expected settlement receipts. ERGANZ accepts the operational case for the change, but asks the Authority to confirm that the practical effect on payees' receipt timing is expected to be negligible in normal banking conditions, and that the change is not expected to delay receipts as a matter of routine.</p>

<p><b>Q4. Do you agree the proposed amendment is preferable to the other options? If you disagree, please explain your preferred option in terms consistent with the Authority's statutory objective in section 15 of the Electricity Industry Act 2010.</b></p>	<p>ERGANZ supports addressing the issue, but asks the Authority to consider a narrower alternative that better preserves payee certainty: retaining a clear payment-timing obligation while providing an express carve-out for delays outside the clearing manager's control, rather than replacing the deadline with a general reasonable endeavours standard.</p> <p>If the Authority retains the reasonable endeavours wording, ERGANZ asks whether monitoring or periodic reporting on instances of late outbound payment would provide payees with appropriate transparency over how the relaxed obligation operates in practice.</p>
<p><b>Q5. Do you agree the Authority's proposed amendment complies with section 32(1) of the Act?</b></p>	<p>Yes.</p>
<p><b>Q6. Do you have any comments on the drafting of the proposed amendment?</b></p>	<p>ERGANZ raises two drafting points.</p> <p>(a) Proposed clause 14.34(1) obliges the clearing manager to issue payment instructions by 1600, rather than to pay by 1600. ERGANZ asks the Authority to confirm whether any outer limit applies to when payment must actually be received by participants, so that the obligation to issue payment instructions does not become open-ended as to the timing of actual receipt.</p> <p>(b) Proposed clause 14.64(1) confines the interest liability to circumstances where subpart 8 applies. ERGANZ supports confining the liability to its intended circumstances, but asks the Authority to confirm that payees retain an appropriate remedy where a shortfall in receipt arises from clearing manager error that is unrelated to a participant's late payment or default.</p>
<p><b>Q7. Is any part of your submission confidential? If yes, please explain which part, why it is confidential and provide a publishable replacement (refer paragraphs 2.5 to 2.6 of the consultation paper).</b></p>	<p>No part of this submission is confidential.</p>

## **Conclusion**

ERGANZ thanks the Authority for the opportunity to comment on Code Review Programme #7 and supports the programme's objective of making well-targeted, transparent improvements to the Code. We support all six of the proposals on which we have commented, subject to the specific clarifications and drafting points set out above.

ERGANZ thanks the Authority for considering our submission.

If there are any outstanding questions or a need for further comments, please let me know.

Yours sincerely,

Kenny Clark  
Policy Consultant