



BY-LAWS GOVERNING TERMS AND CONDITIONS OF SUPPLY

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*Made by the Tonga Electric Power Board under section 64 of the Tonga
Electric Power Board Act and continued in force under section 2(2) of Act 12
of 2007 ¹*

Commencement [20th October, 1961]

1 Terms and conditions of installation and supply

These Terms and Conditions of Installation and Supply shall, subject to the Electrical Contractor By-laws and except to the extent that they may be varied by special agreement, govern the installation of electrical wiring and the supply of electricity to all premises, whether the consumer in respect thereof is the original applicant or the transferee, assignee, lessee, tenant or successor of the original applicant.

2 Application for installation

Application for the installation of electrical wiring, and for additions or alterations to, and for removal of existing electrical wiring, must be made on the official printed form obtainable from the Board's office. The application must be signed by the person responsible for the payment of the cost of the installation, addition, alteration, or removal in the presence of an officer of the Board who shall sign the application as witness to the signature of the applicant.

3 Costs of installation

The total cost of the installation, addition, alteration, or removal shall be payable by the person making application.

4 Transfer of liability

By written application, signed by both parties in the presence of an officer of the Board who shall sign as witness to the signature of both parties, an applicant may, in circumstances approved by the Manager, transfer his liability for the payment of any balance of the cost of any installation, addition, alteration, or removal of electrical wiring to a third party. The signature of the transferee to such application signifies his acceptance, under these Conditions of Installation and Supply, of his liability for the debt thus transferred as if he were the original applicant.

5 System of payment for installation etc.

Payment of a deposit equal to 25 per cent of the estimated cost of the installation, addition, alteration, or removal must be made by the applicant before work commences.

6 On completion of the installation, addition, alteration, or removal, a further sum to make a total deposit equal to 50 per cent of the total actual cost must be paid by the applicant.

7 The balance of the total cost of the installation, addition, alteration, or removal, plus interest on the balance at the rate of 5 per cent, is payable in equal monthly instalments of at least 5 per cent; or, alternatively, the balance of the total cost of the installation, addition, alteration, or removal, less a discount of 5 per cent of the balance, may be paid within 30 days of the completion of the work.

8 The Board shall not connect to the supply any new installations or additions until a sum equal to 50 per cent of the actual cost of the installation or addition has been paid to the Board by the applicant.

9 Board may disconnect supply for non-payment

The Board shall have the right to disconnect the supply to a consumer's premises should payment of instalment for installations, additions, alterations, or removals be more than 60 days overdue.

10 Board may recover wiring and fittings

The Board shall have the right to remove all wirings and fittings from the applicant's premises if 50 per cent of the actual cost of the installation or addition is not paid within 3 months of the date of its completion; or if payment for any installation or addition has not been made in full after 25 months from the date of its completion. The costs of any irrecoverable expenses incurred by the Board in the installation and removal of such wiring and fittings, plus interest at the rate of 10 per cent of the total cost of the installation or addition, shall be payable by the applicant. Any amounts paid to the Board by the applicant by way of deposit in excess of such expenses, depreciation and interest, may be refunded to the applicant.

11 Board may decline to carry out installation

The Board may decline to carry out an installation or the alteration of, or addition to an existing installation, upon application made to it, if in the opinion of the Board, there is doubt as to the ability of the applicant to pay, in the manner agreed upon, the cost of such installation, alteration, or addition, or for supplies for electricity.

12 Installations etc. to be made by Board

Subject to the Electrical Contractor By-laws, all installations, additions, alterations, removals, repairs and maintenance of electrical wiring and apparatus connected or proposed to be connected to the mains, will be carried out by the Board through its engineers, or contractors on approval of the consumer's application on the prescribed form, and in every case subject to these conditions.

13 Subject to the Electrical Contractor By-laws, no alteration or addition shall be made to any installation except by the Board through its engineers or contractors. If any such addition or alteration is made, the Manager may disconnect the installation without notice, and all expenses incurred by the Board shall be payable by the consumer.

14 Incomplete installation

No installation will be connected to the Board's mains, until it is fully complete, except under special circumstances, and then only with the permission of the Manager.

15 Board not responsible for delay

The Board shall not be held responsible, or liable in any way, for delay in connecting a consumer's installation with the supply mains; or for any stoppage, alteration, variation, discontinuance, or interruption of supply.

16 Application for supply of electricity

Application for the supply of electricity must be made on the official printed form obtainable from the Board's office. The application must be signed by the person responsible for the payment of the charges for electricity consumed, in the presence of an officer of the Board who shall sign the application as witness to the signature of the applicant.

17 Manager may refuse supply

The Manager may refuse supplies of electricity where, in his opinion, such refusal is necessary to protect the interests of the Board.

18 Board may require formal contract and deposit

The Board may require the consumer to enter into a formal contract and make a deposit by way of security sufficient to secure payment for electricity supplied. Should a consumer fail to pay a deposit by way of security when demanded, the supply of electricity may be withdrawn or withheld.

19 Change of tenancy

If a consumer ceases to be the owner or occupier of premises in respect of which he is the consumer, no subsequent owner or occupier shall become entitled to the supply of electricity until he has made application on the official form, and has given any minimum guarantee that the Board may require.

20 At least 48 hours notice in writing must be given of any change of tenancy, so that meters may be inspected, and the account accurately charged.

21 If, at the time a consumer ceases to be the owner or occupant of premises in respect of which he is the consumer, there is owing by him to the Board any sum of money for power consumed or for the cost of installation, addition, alteration, or removal, such sum shall remain a debt due and payable by such consumer, and may be recovered in any court of competent jurisdiction, as money due and payable to the Crown.

22 Any person vacating premises connected to the Board's supply without notifying the Board and requesting that the supply be disconnected, may be held liable for payment of the charges for all power subsequently consumed on the premises until such time as he may request the Board to disconnect the supply.

23 Any person who occupies premises to which the Board's supply is connected and, without having first made application for the supply of electricity, makes use of such

supply, shall be deemed to have agreed to the terms and conditions of installation and supply, and shall be liable for payment of charges for all electricity so consumed.

- 24** Parties subletting their premises will be held liable for electricity consumed by subtenants.

25 Price and method of charging

The price and method of charging for current supplied, shall be such as may from time to time be fixed by the Board, provided that special agreements may be made between the consumer and the Board for supply for special purposes or during certain periods, under special conditions.

- 26** Every consumer shall be charged for all electricity registered on his meters, or, where payment is at minimum or other fixed rate, a proportionate amount, up to the time written notice is received by the Manager that the consumer desires the supply to cease or liability therefor to be transferred.

- 27** The Board reserves the right to demand payment for electricity day by day as it is supplied, or in advance, and, in the case of default, to discontinue the supply without notice.

- 28** All monies owing to the Board must be paid within 30 days of the due date. In case of failure to pay by this date, supply may be discontinued after 7 days' notice. Should a consumer have the supply of electricity to his premises withdrawn for failure to pay any amounts due to the Board within the time specified, the reconnection fee of \$1 in addition to any other sums due must be paid before the supply of electricity will be restored.

29 Supply of electricity for special purposes

If a supply of electricity is required for any special purpose, special arrangements must be made by the Consumer with the Manager. If, after the installation has been connected to the mains, the contract for supply to him is held to be defective on any ground whatsoever, the consumer shall be held to have agreed to, and shall be bound by these Terms and Conditions of Installation and Supply.

30 Board not liable for loss due to failure of supply

The Board shall not be liable for any loss, damage, or inconvenience which may be sustained by any consumer through alteration, variation, interruption, or failure of the electricity at any time due to any cause whatsoever whether from the exigencies or requirements of the service, or by accident, negligence or otherwise; but the

Board will, after any such happening, use every endeavour to restore normal supply as soon as possible.

31 Inspection of meters

If a consumer considers that his meter is inaccurate the Board will, on receipt of notice to that effect, accompanied by a deposit of \$1 from the consumer, cause the meter to be tested, and a certificate issued to the consumer showing the result of such test. In the event of the meter having an error exceeding 2^{1/2} per cent of true reading within used limits, the deposit of \$1 will be returned to the consumer, and the Board will adjust the consumer's account for electrical energy for the period for which the consumer is charged on the last account rendered prior to the notice aforesaid being served on the Board, and subsequent accounts. If a meter has ceased to register while in use, the charge for electricity will be based on an estimate by the Manager of the quantity of electrical energy consumed during the period.

32 Consumer to maintain installation

The consumer shall be responsible for the maintenance in a safe condition of all wiring, equipment and appliances belonging to him that is, or is kept, for the purposes of being connected directly or indirectly with the mains. When in his opinion any maintenance work is required, he shall notify the Manager immediately, and shall pay such cost as may be involved in rectifying the defects discovered in any wiring, equipment and appliances belonging to him.

- 33** If the consumer fails to maintain his installation in a safe condition the Board will, in the case where the installation is in a dangerous condition, forthwith discontinue to supply electricity, and, in all other cases, discontinue to supply electricity after a reasonable period has been allowed the consumer in which to authorise repairs without such repairs having been authorised.

34 Inspection of installations

For the purpose of ascertaining that a consumer's installation is in a safe condition, and in all respects fit for conveying and utilising electric current, the Manager may make periodical inspections and tests of such installations. The Board reserves the right to connect in any circuit either temporarily, or permanently, such instruments as may be required for obtaining information for the Board's records.

- 35** The consumer shall render the Board, and its Manager, and other servants, every reasonable facility for inspecting and testing such electric wires, fittings, apparatus, appliances, alterations, and additions, at any reasonable time. A new installation, alteration or addition will be inspected and tested by the Board, once, free of cost.

36 The Board will at any time on the request of a consumer, and on, receipt of a guarantee to pay the cost thereof, inspect and test the consumer's installation.

37 Improper use of electricity and apparatus

If a consumer uses any form of apparatus or uses the electricity supplied to him by the Board in any manner so as unduly or improperly to interfere with the efficient supply of electricity to any other consumers the Board may, if it thinks fit, discontinue to supply electricity to his premises.

38 Notification of building alterations

The Manager must be notified of any building alterations or repairs likely to affect any part of the electrical installation, or require its temporary removal, at least 48 hours before work is commenced.²

39 Indemnity by consumer

The consumer shall accept legal responsibility for, and indemnify the Board against, any claim arising out of any accident damage or loss through the escape of electricity on his premises, excepting where such escape is due to the negligence of the Board, or its contractor, or the servants of either of them.

40 Protection of Board's meters and apparatus

The consumer will accept responsibility for the proper protection and safety of the Board's meters and other apparatus which may be fixed upon his premises, and shall pay the cost of renewals and repairs which may become necessary to such apparatus, no matter whether the damage shall arise through carelessness, fire, water, or any other cause except fair wear and tear.

41 Compliance with by-laws

Unless the requirements of these Terms and Conditions of Installation and Supply and any statute or regulations for the time being in force are complied with, the Board will not connect with the mains the electric lines, wires, fittings, apparatus and appliances on a consumer's premises. The consumer shall be deemed to have full knowledge of the law affecting the supply of electricity, and nothing in these Conditions shall be construed to limit or affect the rights of the Board thereunder. If a consumer shall fail duly to observe or perform any provisions contained herein, or in any special contract made with him, the Board may, in addition to, and without prejudice to any other right or power possessed by the Board, and without notice to the consumer, immediately disconnect the supply of electricity to any premises of the consumer

ENDNOTES

¹ **1988 Revised Edition Cap. 93** – GS 85/1961, GS 2/1963

² Amended by GS 2/63