



Memorandum of Understanding

between

the Commerce Commission

and

Consumer Advocacy Council

This memorandum of understanding

Between the Commerce Commission

And the Consumer Advocacy Council

 together, the Parties

Purpose

1. The purpose of this Memorandum of Understanding (MOU) is to record the principles and objectives the Parties expect to underpin their ongoing relationship to promote the long-term benefit of electricity consumers.

Background

2. The Commerce Commission (the Commission) is an independent Crown entity established under section 8 of the Commerce Act 1986 with statutory functions under that and other statutes including the Fair Trading Act 1986, the Credit Contracts and Consumer Finance Act 2003, the Telecommunications Act 2001, the Fuel Industry Act 2020, the Dairy Industry Restructuring Act 2001, the Retail Payment System Act 2022 and the Grocery Industry Competition Act 2023.
3. The Commission has certain functions, powers and duties in relation to the electricity industry, including setting regulation of the price and quality, and information disclosure requirements for electricity lines services, under Part 4 of the Commerce Act, and promoting competition in markets.
4. The Consumer Advocacy Council (the Council) is the independent advocate for residential and small business electricity consumers in Aotearoa New Zealand. The Council was established as a Ministerial Advisory Committee in early 2020 after the Electricity Price Review (EPR) found that small electricity consumers — residential and small business customers — were struggling to make their voice heard within the electricity sector.
5. To mitigate this, the EPR recommended (among other initiatives) a Consumer Advocacy Council should be established to:
 - 5.1 be a trusted, credible, authoritative, and independent advocate for residential and small business electricity consumers; and
 - 5.2 operate independently of electricity industry participants, regulators and Government.

6. The Council is governed by a board and supported by a Secretariat who provide administrative and contract research and expert advisory services.

Roles and responsibilities in common areas of interest

7. The Parties work in areas of common interests relating to the supply of electricity to New Zealand consumers – specifically residential and small business consumers. Both Parties, either directly or indirectly, work to improve consumers' experience of New Zealand's electricity.

Objectives

8. This memorandum seeks to ensure:
 - 8.1 timely and transparent communication between the Parties;
 - 8.2 sharing of information, insights, and expertise for the mutual benefit of both organisations and ultimately New Zealand electricity consumers; and
 - 8.3 a productive working relationship to help ensure relevant regulatory decision-making process considers consumer voices.

How we will work together

9. Nominated representatives from each Party's organisation will endeavour to meet approximately every two months to:
 - 9.1 build and maintain an understanding of each other's work and goals;
 - 9.2 inform each other about activities that may be of interest to the other Party and identify opportunities for joint activities or sharing of information;
 - 9.3 discuss any issues with existing arrangements or where one organisation's activities may impact on the other; and
 - 9.4 report on any development that may impact on the other Party where appropriate.
10. 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 reasonably practicable.
11. The Parties acknowledge the importance of sharing information and upcoming work programmes as relevant, and to the extent permitted by law and the providing Party's policies.
12. Obligations regarding the use, storage and retention of any information shared between the Parties are set out in Schedule 1 to this MOU.

Representatives

- 13. Each Party will appoint a Senior Representative and a Relationship Manager to assist with the implementation of this MOU and continued relationship between the Parties.
- 14. Relationship managers will be the first point of contact between the Parties with respect to the day-to-day implementation of this MOU.

<p>Commerce Commission</p> <p>Senior Representative Head of Price Quality Regulation, Infrastructure Regulation</p> <p>Relationship Manager:</p> <p>Principal Adviser Engagement, Infrastructure Regulation</p>	<p>Consumer Advocacy Council</p> <p>Senior Representative Manager</p> <p>Relationship Manager:</p> <p>Principal Adviser</p>
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Issue or dispute resolution

- 15. Both Parties will use their best endeavours to resolve any issue in a timely manner and in the way that best supports the objectives of this MOU.
- 16. Only when matters remain unresolved or require further adjudication should they be referred to the Parties’ Senior Representatives.
- 17. Each Party will raise any operational or policy concerns through appropriate internal channels at the other Party.

Costs

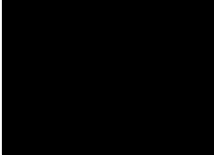
- 18. Unless the Parties mutually determine otherwise, the cost of meeting the commitments of this MOU shall be met by the Party incurring the cost.

Legal

- 19. This MOU is non-binding and nothing in this MOU shall make either Party liable for the actions of the other or constitute any legal relationship between the Parties.

Signatures

Signature



Vanessa Horne
Chief Executive *(Acting)*
Commerce Commission

Date *25 February 2024.*



Deborah Hart
Chair
Consumer Advocacy Council

Date: 16 February 2024

Schedule 1: Use, storage, and retention of information

1. Any information shared between the Parties will:
 - 1.1 be used and kept by the receiving Party for legitimate purposes and in line with the law and that Party's policies, processes and systems;
 - 1.2 be held in accordance with any stated sensitivity, terms or restrictions requested in writing by the Party at the time that the information is shared; and
 - 1.3 be stored with appropriate security measures, whether the information is in electronic form, hard copy or otherwise.
2. The Parties agree that shared information may be disclosed by the receiving Party to a third party only where the receiving Party has first obtained the consent of the other Party, or where the receiving Party is legally required to disclose that information. Where a Party is legally required to disclose shared information, and to the extent it is able given the nature of the request, before making any disclosure, that Party will consult with the other Party to allow the other Party to raise concerns about the potential disclosure.