**Schedule 14.4 cl 14.8**

Forms of hedge settlement agreement

Form 1

Date: [Enter date]

|  |  |
| --- | --- |
| Party A |  |
| Party B |  |

## Lodging of hedge settlement agreement

1. Party A and Party B (the **parties)** submit this **hedge settlement agreement** to the **clearing manager**, as contemplated by clause 14.8 of the Electricity Industry Participation Code 2010 (the **Code**). Terms that are used in this agreement but not defined bear the meaning given to them in the **Code**.
2. By submitting this **hedge settlement agreement** to the **clearing manager** in accordance with clause 14.8 of the **Code**, the **parties** agree to be bound by the terms set out below from the time at which the **clearing manager** counter-signs it.
3. If the **clearing manager** counter-signs this document then, from the time it counter- signs, it has obligations relating to it under the **Code**. However, the **parties** acknowledge the **clearing manager** is not bound by this document and that its obligations in relation to it are limited to those set out in the **Code.**

## Definitions

The following definitions apply in this document:

**aggregate fixed amount** means, in relation to a **billing period**, the sum of the **fixed amounts** for each **calculation period** in that **billing period**

**aggregate floating amount** means, in relation to a **billing period**, the sum of the

**floating amounts** for each **calculation period** in that **billing period**

**business day** means any day of the week except Saturdays, Sundays, **national holidays**, the day observed as Wellington Anniversary Day, and any other day from time to time declared by the **Authority** not to be a **business day** by notice to each **registered participant**

**calculation period** means a **trading period** during the **term commencement date** means the date specified as such in the schedule **expiry date** means the date specified as such in the schedule

**fixed amount** means, in relation to a **calculation period**, an amount calculated using the following formula:

fixed amount = **notional quantity** x **fixed price**

**fixed price** means, in relation to a **calculation period**, the amount specified as such for that **calculation period** in the schedule

**fixed price payer** means, in relation to a **hedge settlement agreement**, the party specified as such in the schedule

**floating amount** means, in relation to a **calculation period**, an amount calculated using the following formula:

floating amount = **notional quantity** x **floating price**

**floating price** means, in relation to a **calculation period**, the **final price** per **MWh** for that **calculation period** by reference to the **hedge reference point** [rounded to two decimal places]

**floating price payer** means, in relation to a **hedge settlement agreement**, the party specified as such in the schedule

**hedge reference point** means the **grid exit point** specified as such in the schedule

**hedge settlement amount** means, in relation to a **billing period**, the absolute value of the amount calculated by subtracting the **aggregate floating amount** from the **aggregate fixed amount**

**notional quantity** means, in relation to a **calculation period**, the number of **MWhs**

specified as such in the schedule for that **calculation period**

**settlement date** means the date on which payments are due under clause 14.31 of the Code

**term** means the period from 00.00 hours on the **commencement date** until 23.59 hours on the date on which the **hedge settlement agreement** terminates.

## Payment of hedge settlement amounts

In relation to a **billing period**:

* 1. if the **aggregate floating amount** exceeds the **aggregate fixed amount**:
     1. the **floating price payer** must pay the **clearing manager** an amount equal to the **hedge settlement amount** in relation to that **billing period**; and
     2. the **clearing manager** must pay the **fixed price payer** an amount equal to the **hedge settlement amount** in relation to that **billing period**,

on the relevant **settlement date**; and

* 1. if the **aggregate fixed amount** exceeds the **aggregate floating amount**:
     1. the **fixed price payer** must pay the **clearing manager** an amount equal to the **hedge settlement amount** in relation to that **billing period**; and
     2. the **clearing manager** must pay the **floating price payer** an amount equal to the **hedge settlement amount** in relation to that **billing period**,

on the relevant **settlement date**; and

* 1. the **clearing manager** must calculate the amounts to be payable by and to the **parties** and advise each **party** of those amounts by the 5th **business day** of the month following the **billing period**. If either **party** notifies the **clearing manager**

in writing by the 7th **business day** of the month following the **billing period** of any issues with the amounts the **clearing manager** has advised are to be payable, the **clearing manager** will use reasonable endeavours to correct the issues before issuing invoices on the 9th **business day** of the month following the **billing period** under clause 14.18(2) of the **Code**.

## Termination

This **hedge settlement agreement** terminates on the earlier of:

* 1. the **expiry date**; and
  2. the date on which it is cancelled under the **Code**.

## Other provisions

1. The **fixed price** is inclusive of any additional costs arising due to carbon charges.
2. Where the terms of this **hedge settlement agreement** include reference to—
   1. day, this means both **business days** and non-**business days**:
   2. weekday, this means a **business day**:
   3. weekend, this means non-**business days**.
3. Where daylight savings starts or ends during the **term** of this **hedge settlement agreement**, the **clearing manager** will calculate the **fixed amounts** and **floating amounts** for the days on which daylight savings starts or ends in the same way the **clearing manager** calculates the sale and purchase of **electricity** for these days.

# EXECUTION

EXECUTED for and on behalf of [Party A] by:

……………………………………..……… ……………………………………..……… [print name] [signature]

………………………………………..……

Position

in the presence of:

……………………………………..………

[signature]

……………………………………..………

Full Name

………………………………………………………………

Address

………………………………………………

Occupation

EXECUTED for and on behalf of [Party B] by:

……………………………………..……… ……………………………………..……… [print name] [signature]

…………………………………………..…

Position

in the presence of:

……………………………………..………

[signature]

………………………………………………

Full Name

………………………………………………………………

Address

……………………………….………………

Occupation

The **clearing manager** accepts the lodgement of this **hedge settlement agreement** by counter-signing it.

EXECUTED for and on behalf of Energy Clearing House Limited by:

……………………………………..……… ……………………………………..……… [print name] [signature]

……………………………………….……

Position

in the presence of:

……………………………………..………

[signature]

……………………………………..………

Full Name

………………………………………………………………

Address

………………………………………………

Occupation

# SCHEDULE

**TERMS OF HEDGE SETTLEMENT AGREEMENT**

|  |  |
| --- | --- |
| **Hedge settlement agreement terms** | |
| Commencement Date | [Insert date] |
| Expiry Date | [Insert date] |
| Fixed Price Payer | [Party A] [Party B] |
| Floating Price Payer | [Party A] [Party B] |
| Notional Quantity | [insert number]  **MWh** for each **calculation period** |
| Fixed Price | $[insert amount] **/MWh** |
| Hedge Reference Point | [insert **grid exit point**] |

Schedule 14.4, Schedule to Form 1: amended, on 24 March 2015, by clause 20 of the Electricity Industry Participation Code Amendment (Settlement and Prudential Security) 2014.

Schedule 14.4, Form 1, clause 2 **business day**: inserted, on 1 March 2024, by clause 100 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

Schedule 14.4, Form 1, clause 3(b): amended, on 1 March 2024, by clause 101(a) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

Schedule 14.4, Form 1, clause 3(c): inserted, on 1 March 2024, by clause 101(b) of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.

Schedule 14.4, Form 1, clause 5: replaced, on 1 March 2024, by clause 102 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2024.