

CHAPTER 14

RIGHTS AND OBLIGATIONS VIS-A-VIS CONSUMER AND MEPCO

14.1 Assess to the Consumer's Premises

A duly authorized employee of the **MEPCO** shall be entitled at all reasonable times, and on informing the occupier of his intention (after giving a notice of clear 3-days), to enter the premises to which energy is or has been, or is to be supplied by the **MEPCO**, for the purpose of:

- a) Examining, inspecting and testing the electric supply lines, meters, maximum demand indicators or other measuring apparatus, electric wires, fittings, works or and apparatus for the supply or use of energy, whether belonging to the **MEPCO** or to the Consumer, or.
- b) Ascertaining the amount of energy supplied or the electrical quantity contained in the supply or the apparatus, or.
- c) Removing, where a supply of energy is no longer required, or where the **MEPCO** is authorized to take away and cut-off such supply, any electric supply lines, meters, maximum demand indicators or other measuring apparatus, fittings, works, apparatus belonging to the **MEPCO**, or.
- d) Along all other things necessary or incidental to the proper supply or maintaining such supply to the consumer's premises

14.2 Facilities To Be Provided By The Consumer

- a) The **MEPCO** authorized staff member has access to meters, service connections and other property owned by it which may be located in consumer's premises for purposes of installation, maintenance, operation or removal of the property at the times service is to be terminated.
- b) The consumer's utility system shall be open for inspection to authorized representative of **MEPCO**. The consumer's failure to do so within a reasonable period of time may result in disconnection.
- c) The Consumer must provide access to all electric meters upon request for billing purpose. If a premises is unoccupied / locked, an appointment to obtain meter reading will suffice for a maximum period of three (3) months. After that, a new appointment will be required to update the readings.

14.3 Property Damage

- a) The **MEPCO** is not responsible for any loss or damage caused by any negligence or wrongful act of a consumer or his authorized representative in installing, maintaining, operating or using any or all appliances, facilities or equipment.
- b) The consumer will be held responsible for damage to **MEPCO**'s meters and other property or facilities resulting from the use or operation of appliances and

facilities on consumer's premises, including but not limited to damage caused by electricity, steam, hot water or chemicals.

- c) If a consumer, new applicant, developer or other person is found to be responsible for any damage done to the **MEPCO** property; such damages shall be reimbursed to the **MEPCO**.

14.4 **Liability of The Consumer for Damage to the MEPCO Apparatus**

- a) The consumer shall be solely responsible for and shall pay for any loss of, or damage to, any electric supply lines, meters and/or other apparatus belonging to the **MEPCO** and in use of the consumer for supply of energy purpose, whether caused maliciously or through negligence or default on the part of the consumer or any of his employees, or whether arising out of fire, theft or any other cause beyond the control of the **MEPCO**, always excepting reasonable wear and tear and loss or damages arising out of defects in the aforesaid electric supply lines, main fuses, meters and / or other apparatus belonging to the **MEPCO** on the consumer's premises.
- b) Provided that the liability of the consumer for the cost of resealing any metering equipment or other apparatus belonging to **MEPCO** on the consumer's premises shall be as prescribed in the **MEPCO** Schedule of General Charges in force time to time.

14.5 **Right of way**

The right of way shall be as per the terms and conditions set in the Eligibility

Criteria

14.6 **Failure of Supply Due to Force Majeure**

The **MEPCO** shall not be liable for any claims for loss, damages or compensation whatsoever, arising out of failure of supply when such failure is due to force majeure, as defined in the Performance Standards (Distribution) Rules, 2005.

14.7 **OBLIGATIONS OF CONSUMERS**

a) **Interference with Service**

- i) Consumer who operate equipment which causes detrimental voltage fluctuations (such as but not limited to, hoists, welders, x-ray apparatus, radio transmitter, elevator motors, compressors and furnaces) must reasonably limit such fluctuations upon request by the **MEPCO**. The Consumer will be required to comply with the necessary corrective measures.
- ii) Separate service is required for x-ray units over 5 KVA, welder units over 3 KVA, radio transmitter and resistance welders.
- iii) The **MEPCO** may require the consumers to provide, at their own expense, special furnace type transformers and reactors and capacitors sufficient to limit secondary short circuit current values to 200% of full load value. In such cases, the **MEPCO** shall furnish energy at 11 KV

- iv) The consumer should also make arrangement to filter out or prevent harmonic distortions traveling onto/interfering with the **MEPCO**'s system.

14.8 **POWER FACTOR**

The **MEPCO** encourages consumer to maintain a power factor of at least 90% to avoid penalties.

14.9 **Consumer Obligation To Remedy**

Consumer must use their best endeavors to abide any non-compliance of this Manual within the time period specified in any notice of not compliance sent by **MEPCO**.

14.10 **Disconnection of Supply for Non Compliance**

- a) **MEPCO** may disconnect supply to a consumer if,
- b) The consumer has not fulfilled an obligations to comply with this manual
- c) The **MEPCO** has given the consumer 7 business days' written notice of disconnection (such notice to be in addition to the notice already given); and
- d) The consumer fails to comply with the notice.