

## ***Gas Standard Terms and Conditions***

---

### **1 Our arrangement with you**

- 1.1 In these terms and conditions, "We" and "us" is used to mean Electricity Direct Ltd, and "You" is used to mean you, our customer.
- 1.2 Our arrangement with you includes these terms and conditions (Terms) which are subject to all statues and regulations relating to gas supply, network and transmission services. Before accepting you as a customer, we need to check that you meet our acceptance criterion which includes the following:
- (a) You accept these Terms;
  - (b) If required, you must provide us with evidence of your tenancy or occupation at the premises; or
  - (c) If required as provided for in clause 4 any bond requirement has been paid.

### **2 Changes to your arrangement**

- 2.1 We may change these Terms at any time and will provide you with at least 30 days' notice.
- 2.2 If we have provided notice of change as required under these Terms , then even if you did not receive a notice, the arrangement will still be changed.

### **3 New customers**

- 3.1 Our arrangement with you will start from the time when you first receive gas or any other service which you have requested from us or for which you are responsible. This usually applies from a previous customers' final reading. Receiving gas or any other services from us constitutes acceptance of these Terms, if you have not already accepted them.
- 3.2 If there is no gas supply connected at the commencement of the arrangement, and you wish to have gas supply, we will endeavour to ensure connection (which may be subject to building owner requirements) and commence supply as soon as reasonably possible after commencement.
- 3.3 Time for livening standard new gas supply connections, (i.e. where all necessary equipment is in place, supply line upgrades or extensions are not required, application for supply has been completed and other requirements are met) is twenty (20) working days. The time for livening other new connections will be as agreed between us and you.

### **4 Bonds and other payment securities**

- 4.1 We may require a bond or other payment security from you, if we are unsure about your creditworthiness. This may be before we accept you as a customer, or at any time if you are unable to establish an acceptable credit record or maintain an acceptable payment record with us. The bond amount will be no more than our assessment of our charges for supplying you with gas and network services for 2 months.
- 4.2 We will hold the bond money in a separate bank account with our other customer bonds and will not accrue interest.
- 4.3 Your bond or payment security will be released (less any amounts you owe us) if you pay your account on time for 12 months, or if this arrangement ends, by us crediting your

account or paying to your nominated bank account.

- 4.4 Until the bond or other payment security is released, we may use the bond money or other payment security, to cover any overdue amount.

## 5 No guarantee of uninterrupted supply

- 5.1 We do not promise uninterrupted gas supply. However, if your gas supply is interrupted, we will do our best to restore supply as quickly as possible.
- 5.2 You are responsible for arranging insurance to cover you for any damage or loss which you may suffer due to any failure or interruption of your gas supply.
- 5.3 If we receive compensation (through whatever means) from any third party (not just the network owner) for losses resulting from the interruption of supply, we will pass on an appropriate portion of that compensation to those customers whose supply was interrupted if this has not already been taken into account in the price we offer you. We will provide an explanation of such compensation if requested.

## 6 Your responsibilities

- 6.1 You agree:
- (d) To pay our accounts on time, by the 20<sup>th</sup> of the month following invoice;
  - (e) To give us required information that is correct and complete;
  - (f) Not to tamper or interfere with any of our meters, gas lines or equipment, and not to allow anyone else to do so on your premises or property;
  - (g) To use gas safely;
  - (h) Never to interfere with anyone else's gas supply;
  - (i) Never to let gas supplied to your premises or property be used at any other address;
  - (j) To take reasonable steps to protect gas lines, meters and equipment on your property;
  - (k) To allow our meter readers (who will carry proof of identity which you may ask to see) to enter your premises or property, to read the meter, at any time during normal working hours or at any other time arranged;
  - (l) To allow our service people (who will carry proof of identity which you may ask to see) to enter your premises or property to inspect, repair, install, replace, test or remove equipment, at any time arranged for such purpose (or if there is an emergency as soon as the relevant people can be there);
  - (m) Not to obstruct or prevent our service people from carrying out work on other properties.
- 6.2 Other responsibilities on you are detailed at relevant parts of these Terms.
- 6.3 Failure to carry out any of your obligations could result in disconnection of supply.

## 7 Electricity Direct Limited's responsibilities

- 7.1 We agree:

- (a) To supply you with a safe, reliable, and good quality service (but with no guarantee of an uninterrupted supply);
  - (b) To repair any faults for which we may be responsible, as quickly as possible; and
  - (c) To help you resolve any questions or complaints which you may have, about your account with us, or about our service, as quickly as possible.
- 7.2 Supply of gas to you is dependent on the pipes and lines owned and maintained by the relevant distribution network company (also referred to as a distributor or network owner). Reference to “network owner” or one of these other terms in these Terms will, when the context requires, also mean the network operator operating on behalf of the network owner. The building owner is usually responsible for ensuring the maintenance of lines within the property prior to your point of supply (which is generally where the gas exits the meter). You are responsible for gas and any equipment on your side of the point of supply.

## **8 Prices, fees, charging and payment**

- 8.1 Our prices are set out in the relevant Schedules which can be obtained on request. Fees and other charges are set out on our website.
- 8.2 Please contact us to set up payment options noted on the invoice which may be by:
- (a) Direct debit; or
  - (b) Online.
- 8.3 If you are a new customer, or have moved to new premises, your first invoice will be based on an actual meter reading, if required.
- 8.4 Our invoice for charges will be sent to you each month and payment due date is provided on the invoice.
- 8.5 We will comply with relevant industry standards and codes of practice for metering, including the that the conversion of metered gas volume to standard volume complies with NZS 5259 Gas Measurement. For the conversion of standard volume to energy, we use information provided by the transmission system owner.
- 8.6 Any prompt payment discount offered to you by us will be shown on the invoice. If we do not receive the discounted amount shown on the invoice by the discount expiry date (as also shown on the invoice), you will have to pay the full amount shown.
- 8.7 If any amount owed by you for gas, network services or any other matter under these Terms, is not paid by the due date, you should contact us immediately to make a suitable payment arrangement. Otherwise the amount will be treated as being overdue, and your gas supply may then be disconnected. We prefer to have a satisfactory payment arrangement rather than having to disconnect your gas supply for non-payment.
- 8.8 Where your gas supply is disconnected for non-payment, we may charge a disconnection fee and, if supply is later reconnected, a reconnection fee.
- 8.9 Any collection or legal fees incurred by us in relation to charges which are due from you, and any of our costs in relation to dishonoured payments of charges, shall be recoverable from you.
- 8.10 You will be responsible for all costs, including third party debt collection agency costs, of collecting any unpaid invoices or dishonoured payments, for energy or other charges.

- 8.11 We may alter our prices provided we give you at least 30 days' notice. This notice (see clause 9) may be a published notice with reasons. If the increase in price is more than 5% or for a fee or charge will have a material effect on you) then we will notify you directly (by posted or delivered mail or email) with reasons for the increase.
- 8.12 Fees referred to in these Terms are set out on our website. Where you request a product or service that involves an additional cost not specified on our website, we will advise you of the additional cost at the time you make the request (or provide an estimate).
- 8.13 We will notify you if you are likely to incur a disconnection or reconnection fee, which will generally reflect costs incurred by us to effect this.
- 8.14 If we make an error and charge you an incorrect amount, then on becoming aware of that error we will promptly refund you any amount over-charged and/or invoice you for any amount under-charged. If we send you a late invoice, and you are not responsible for lateness, then if it is more than two months late, you will have at least the length of time of the invoiced period to pay it if you request it; and if it is more than three months late, we will negotiate an appropriate payment term. No interest will be payable on late or incorrect bills (provided you are not responsible for lateness e.g. by not providing us with an updated billing address).

## 9 Notices and commitments

- 9.1 All invoices will be sent to you at the last address which you have given us:
- (a) Posted or delivered to the address to which you asked us to send invoices; or
  - (b) Emailed to your last known email address, if you have agreed to have invoices delivered in this manner.
- 9.2 All notices will be sent to you, depending on the nature of the notification:
- (a) Posted or delivered to the address to which you asked us to send notices; or
  - (b) Emailed to your last known email address, if you have agreed to have notices delivered in this manner; or
  - (c) Noted on your invoice; or
  - (d) Published on our website.

Notice of price change and material changes to the Terms will be provided to you directly (i.e. not just by public notice).

- 9.3 To ensure you receive notices we require you to update us with your contact details should they change.
- 9.4 We are entitled to assume that a notice from us has been received by you:
- (a) Three (3) days after it was posted to your last known postal address;
  - (b) The day after it was transmitted to your last known email address; or
  - (c) On the day after it was published on our website.
- 9.5 Invoices will be sent containing an actual or estimated usage for the previous month, unless agree otherwise. The invoice will include sufficient information to enable you to

check the invoiced amounts, including the quantity and cost of gas supplied (or estimated to be supplied) and any other fees and services. We shall be entitled to assume that any invoice delivered or sent to you has been received by you within 3 days after it was posted to you or on the day after it was transmitted to your last known email address.

- 9.6 Invoice queries will be addressed or responded to within three working days where practicable. If we are unable to resolve your issue within this timeframe we will advise the reason and provide a reasonable timeframe that resolution can be made.
- 9.7 We may need to access your property in order to carry out our rights and responsibilities under this arrangement and/or our legal and regulatory requirements. This may include for reading your meter, connecting or disconnecting supply, installing, maintaining, upgrading or replacing equipment, or investigating any matter concerning the supply or safety of gas). If we require access to your property, except in routine situations (such as, for example, reading or inspecting a meter that is located on the outside of a building) or emergency situations, before accessing your property, we will provide written notice to you of the purpose and when we will be accessing your property at least 10 working days prior to requirement to access property. You may be required to turn off the gas supply to enable access for these purposes. You agree to provide us (and the distributor and metering company) with safe and unobstructed access to your premises to enable this. This includes ensuring that any dog is under control and that there are no obstructions to access.
- 9.8 If you do not provide access then if we are required to return to your property, we may charge for any callout fees. Failure to provide access as required by these Terms will be a material breach.
- 9.9 When we access your property we will require our employees, contractors or agents who access your property to present suitable identification and identify themselves to you, and act courteously and professionally. We will try to minimise any inconvenience and direct impacts on you and comply with your reasonable requirements (such as leaving gates as found) that you have notified us about.
- 9.10 If there is no gas supply connected at the commencement of the arrangement, and you wish to have gas supply, we will endeavour to commence supply as soon as possible after commencement.

## **10 Estimates of gas usage**

- 10.1 We estimate the gas supplied to you and charge you on this basis for up to 3 months in a row (or longer if we are unable to read the meter at your premises). When this is done the invoice will be marked "E" or similar.
- 10.2 In estimating usage and preparing an invoice based on such, we may take into account your use of gas over similar periods, making adjustments as appropriate.
- 10.3 When you receive an invoice based on an estimate, you may still pay for the exact amount of gas you have used. To do this you must read the meter at your premises and advise us of the reading. We will then send you a new invoice (unless we believe that your reading is not correct).

## **11 Ownership and responsibility**

- 11.1 You own and are responsible for the gas you use from the point of supply. A gas point of supply is usually where your gas installation connects to the outlet of the gas metering equipment. If gas supply equipment entering your property also supplies someone else, the point of supply is where the supply becomes exclusively yours. If you are unsure where your point of supply is, please contact us and we can advise you.
- 11.2 Ownership of gas meters and equipment remains at all times with Electricity Direct Ltd unless otherwise agreed.
- 11.3 You are responsible for maintaining, in safe condition and operation, all supply lines, fittings and equipment (other than any owned by us) on your side of any point of supply (ie in or from your premises up until the point of supply) for your premises. We can advise on whether any such lines, fittings or equipment belong to us. This responsibility means you must ensure that there is no interference with the lines, fittings and equipment you are responsible for.
- 11.4 You are responsible for letting us know if any gas supply equipment on your premises is faulty, damaged, leaking or operating inaccurately, so we can safely suspend your supply if necessary and arrange to carry out repair or maintenance work (or recommend contractors to do so) at your cost.
- 11.5 The equipment used to supply gas to you has limited capacity. You must inform us if you expect to substantially increase the amount of gas you are going to use. Please ask your gasfitter to identify whether your proposed usage will exceed the current capacity of your supply equipment.
- 11.6 We do not own the distribution network of pipelines, through which natural gas is delivered to you. The distribution network owner and transmission owner are responsible for the supply to the building owner's network including monitoring and maintaining the equipment used in the provision of network services in accordance with good industry standards.
- 11.7 The network owner and/or operator has terms and conditions that must be met in order for the supply of gas to you. You agree to comply with any such requirements, including but not limited to the following:
- (a) Comply with any network operator standards applicable to you as advised;
  - (b) To provide and maintain, on a continuing basis, suitable space for the safe and secure housing of any of the network operator's equipment;
  - (c) Acknowledge that the network operator has no liability to you in relation to the supply of natural gas;
  - (d) You acknowledge that you may continue to be liable for the network charges during a temporary disconnection; and
  - (e) You must not connect or disconnect any equipment to or from the network.

## 12 Metering and supply lines

- 12.1 We will install or require that the body corporate or building owner installs or arranges for installation of metering equipment where required, and you consent to this (and if you do not own the property you will obtain the property owner's consent). You must provide us (and the metering company and any other third party that owns equipment on your property) a safe and accessible space for metering and any other necessary equipment to be installed if required. You may not provide or install meters yourself without our written consent.

- 12.2 We are entitled to assume that gas connections, supply lines and set up within the premises beyond the meter are compliant with the relevant NZ Gas standards, regulations and codes of practice (including the Gas Act 1992 and regulations under that Act including the Gas Regulations 1993). If we are requested or required by law to address or remedy gas supply issues within the premises beyond the meter to ensure compliance, you will be charged any remedial costs.
- 12.3 Where there is more than one meter for any point of supply, we will make arrangements with the other meter owner as to which of the meters is the primary meter.
- 12.4 We will generally read your meter every month and not less than once every two months. If the meter or any equipment related to the supply of gas under this arrangement is located behind locked doors or gates, you must provide us with a key, which we are responsible for keeping secure. We will destroy it at the end of this arrangement (unless you request us to return it to you).
- 12.5 We will only attend your premises to read the meter during normal business hours, unless you make other arrangements (for which a fee may be charged).
- 12.6 If we cannot get entry to your premises or property for any reason, we may assess the gas supplied to you and charge an interim account on this basis. The costs of making this interim account will be charged to you.
- 12.7 You agree that we may replace the existing meter at any time with an advanced or smart meter. We won't charge you for this installation except where your property requires remedy or repair to enable such installation, in which case we can require you to address such issues or to pay for such remedy or repair.

### **13 Meter maintenance and accuracy**

- 13.1 We are responsible for maintaining meters and equipment. This includes ensuring that any meter is accurate within industry standards and complies with relevant Regulations and Standards.
- 13.2 We will arrange for your meter to be checked and tested if you make a request. There will be no charge if the meter is found to be inaccurate. If the meter is found to be accurate, then a meter test fee may be charged.
- 13.3 Where the meter is found to be inaccurate, and you have been overcharged for gas, we will credit your account with us with the amount of any overpayment on the next invoice.
- 13.4 If you have been undercharged, we may add the amount of the underpayment to your next invoice unless, in our view, you could not have been expected to notice the inaccuracy or we accept that it would be unfair to recover the underpayment

### **14 Tampering with meter, connections, lines or equipment**

- 14.1 If we find or suspect tampering with a meter, connections, supply lines or equipment at your premises, we may disconnect your gas supply unless you can show to our reasonable satisfaction that you did not know about the tampering, and no-one you are responsible for knew or was involved.
- 14.2 If your gas supply has been disconnected because of tampering or suspected tampering, and we decide to reconnect the supply, we may charge a reconnection fee along with any costs of repairing or replacing the meter, connections, lines or equipment. We may also charge you for gas, which we believe you should have paid, had the meter, lines or equipment not been tampered with.

## 15 Gas safety

- 15.1 Call your building manager immediately or dial 111 if you think there is a gas leak or a possibility that the gas supply could endanger people or property.
- 15.2 Only turn off your gas supply at the service valve near the meter if you suspect a leak or if you are instructed to do so by authorities. To turn off, turn the valve handle to a position at right angles to the service pipe. You may need a spanner to do this. If you turn off the gas supply for any reason we require you to use a certified gasfitter to turn it back on. This will make sure gas is safely restored to your gas installation and appliances including relighting of pilot lights.
- 15.3 Before we connect any new installation, or one that has been switched off, we need to see the gas safety certificate issued by a registered/certified gas fitter.
- 15.4 If you do not have the gas safety certificate, we can arrange the inspection and certification for you. We charge a fee for this service.
- 15.5 If we think any supply lines, connectors, fittings, equipment, installation, or appliance at your premises, or your property, may be unsafe, we may carry out immediate disconnection. We will endeavour to notify you immediately of disconnection occurring, and if we can't, we will notify you as soon as practicable.
- 15.6 If we think any supply lines, connectors, fittings, equipment, installation, or appliance at your premises may not comply with any legal requirement we may disconnect your gas supply. Before disconnecting your supply we will give you as much notice as is practical.
- 15.7 Following any such disconnection, we will not resume gas supply until you have taken all steps which we consider necessary to make the supply lines, connectors, fittings, equipment, installation, or appliance safe, and so that there is compliance with our requirements and with any legal requirement.
- 15.8 We require you to give us advance notice of any proposed excavation or modification to any buildings or part of buildings connected to or containing gas supply and equipment.
- 15.9 You must comply with all applicable laws and regulatory requirements, including safety and technical requirements, and any reasonable requirements of the network owner or (if different) owner of the supply lines, including instructions from the network company or other supply lines owner in relation to safety of any person of property.
- 15.10 You are responsible for ensuring that any equipment supplied by us (or a third party on our instruction) is not sold, moved, used as a security and does not become a fixture or fitting of the property.
- 15.11 If you want to switch off your gas supply for more than a day, please notify us.
- 15.12 You need to tell us immediately if the meter or any other equipment is damaged or appears to be faulty or have been tampered with.

## 16 Gas supply interruptions

- 16.1 Your gas supply may be interrupted by us or the network owner:
  - (a) For any reasons beyond our control.
  - (b) For safety reasons, or to protect the supply line, or network, or any transmission system we use to obtain gas, or because of an action taken in the national interest.

- (c) To comply with instructions from the network or transmission owner, the Gas Authority or any regulatory Authority.
  - (d) So that maintenance, repairs and works can be carried out.
  - (e) To upgrade the quality of supply to your premises or surrounding area and to connect new customers that depend on the same network system as you.
  - (f) For health and safety reasons.
  - (g) To preserve security of supply generally in order to prevent unexpected short term overloading of supply:
  - (h) Where we or the network owner are called upon by a relevant authority through a regionally or nationally coordinated process to ration gas in response to an anticipated supply issue; or
  - (i) If an act, event, omission or accident beyond our control causes such interruption. Examples of such an act, event, omission or accident include an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, earthquake, lightning, storm, supply or transmission failure, your acts or omissions or any defect or abnormal conditions in or about your Premises.
- 16.2 Where we or the network owner (where the network owner has notified us within a reasonable time frame) have planned to interrupt your supply, we will give you at least 4 days' notice of the time and expected duration of the outage, either by mail, or public notice.
- 16.3 If it is not practical to give you 4 days' notice, we will try to give you as much notice as is practical. There may be cases where no notice can be given.
- 16.4 If we give urgent notice to cease taking gas, you must comply with our instructions as soon as reasonably practical. You must act in accordance with the Gas Governance (Critical Contingency Management) Regulations 2008 or any regulations in addition to or replacement of such.
- 16.5 If your supply is as a result of an unplanned interruption for any reason we will restore your supply as soon as reasonably practical following that interruption.
- 16.6 If there is an interruption to supply you must treat your gas installations as active as it may resume without notice. You will need to disconnect or switch off any gas equipment that could create a hazard before your supply is restored.
- 16.7 If you believe that there has been an interruption to supply, check with your building manager for any further information that is available.

## **17** Faults and supply quality

- 17.1 If you suspect a fault, have issues with the quality of supply or consider there is a safety issue you can contact us through the numbers provided. Alternatively you can contact the building manager (and as noted in clause 15.1, call 111 in an emergency).
- 17.2 Faults (other than gas leaks) will be attended to depending on the nature as soon as reasonably practicable, with a target of within one working day.
- 17.3 If an investigation of gas supply quality is required, we will respond to any request (depending on the nature of that request) within five (5) working days of receiving a complaint from you regarding gas supply quality. If the investigation cannot be completed

within five (5) working days and we do not consider there to be a safety issue we will provide an estimate of the time it will take us to complete the investigation.

- 17.4 Time to investigate a complaint you may make to us about our services is to be no more than twenty (20) working days (see below for the complaints process).

## 18 Personal information

- 18.1 We will collect, hold and use personal information about you in accordance with the Privacy Act 2020 and our Privacy Policy, which can be found on our website [electricitydirect.co.nz](http://electricitydirect.co.nz). Personal information includes information about your account. You are responsible for ensuring that personal information you have provided to us is accurate and is kept up to date, so if it changes (including any change in your contact details) please let us know. You are entitled to request access to your Personal Information and if you believe it is wrong, you can request that it be corrected. We will correct any of this information if you show it to be wrong.

## 19 Disconnection due to your actions

- 19.1 Your gas supply may be disconnected, with prior notice, without our arrangement with you coming to an end, for the following reasons.

- (a) Non-payment for gas services supplied that relates to an invoiced amount. For interim invoices, we will not disconnect your supply for non-payment unless you have unreasonably prevented us from reading your meter.
- (b) If we are denied access to your premises or property where we reasonably suspect tampering or have not been able to read the meter for more than 3 months.
- (c) If you do not provide a required bond or other payment security when requested
- (d) If you ask to have supply disconnected;
- (e) for a material or persistent breach of your arrangement with us, which includes:
  - (i) Theft: There is reasonable evidence of gas theft;
  - (ii) Wilful Damage: There is reasonable evidence of wilful interference or damage by you to any equipment relating to the supply of gas to your Premises;
  - (iii) No access: Over two (2) consecutive occasions you prevent us or the Distributor from coming onto your Premises (for reasons other than to obtain a meter reading);
  - (iv) Interference: You use gas at your Premises in a way that interferes with the quality of the gas supplied to others, or interferes with the network or transmission system, and you do not stop the interference as soon as you become aware of it;
  - (v) Application criteria: You move into Premises we supply and apply to join us, but do not meet our application criteria;
  - (vi) Emergency access: If you deny immediate access to your Premises for us, a qualified/certified person or the network owner.

We will only disconnect or terminate for a material or persistent breach if we consider the material or persistent breach is clearly established. We will not disconnect or terminate for material breach which is the subject of a genuine

and unresolved dispute resolution proceeding.

- 19.2 Before disconnecting (except if you have requested disconnection or due to theft, wilful damage, interference, emergency or any of the reasons in clause 20 below), the processes in clauses 19.2 – 19.5 will apply:
- (a) We will give you between 7 and 14 days' notice in writing of the intention to disconnect. Notice of disconnection will be posted to your address.
  - (b) A further attempt will be made which may include attempting to contact by phone (outside business hours if necessary), email or using information provided to us by you to contact other authorised persons by you.
  - (c) We will also attempt to give you a final warning 24 hours before disconnection.
- 19.3 The disconnection notice will specify the timeframe within which the disconnection will take place.
- 19.4 Disconnection will occur on a working day that is not a Friday or the day before a public holiday unless you have requested it.
- 19.5 A disconnection fee may be charged when your supply is disconnected.
- 19.6 If we disconnect your gas supply, and later agree to reconnect it, we may require one or more of the following:
- (a) A reconnection fee;
  - (b) A bond (or any increase in the amount of any bond already held), or some other payment security.
- 19.7 In the event of reconnection we need to be provided with assurance that either someone is present on the premises or all appliances have been disconnected to ensure safety for you and your property.
- 19.8 Only a qualified/certified gasfitter authorised (by us) person may connect, or reconnect your premises.
- 19.9 We will only disconnect or terminate for a material or persistent breach if we consider the material or persistent breach is clearly established. We will not disconnect or terminate for material breach which is the subject of a genuine and unresolved dispute resolution proceeding.

## **20 Disconnection for other reasons**

- 20.1 We may also disconnect, in any of the following circumstances:
- (a) End of arrangement: This arrangement is terminated and you are still consuming gas;
  - (b) Network requirement: There has been an occurrence, or there are circumstances, that may adversely affect the proper working of the Network;
  - (c) Safety reasons: Disconnection is required to avoid endangering persons or property or for other safety reasons;
  - (d) Network Owner termination: The Network Owner's arrangement with us ends and we do not have a satisfactory alternative arrangement in place.

## **21 Supply arrangements**

- 21.1 Unless terminated your arrangement with us will continue to apply for as long as you remain our customer (have occupancy or are a tenant), regardless of whether you change your address.
- 21.2 If our arrangement with you ends, some of these Terms which, in our view, may sensibly still apply, shall continue to have effect until the purpose is served.
- 21.3 If any of the Terms cannot be enforced, that will not affect the other provisions, which will remain binding.
- 21.4 You may not assign or transfer to anyone else any of your obligations or responsibilities under our arrangement with you.
- 21.5 Only the person that the arrangement is with is authorised to discuss your account or other matters with us, unless you have nominated one or more person to act as an authorised contact (which means you agree to us discussing matters under this arrangement with them and providing them with information we hold about your account). We may contact an alternate contact if we need to notify or discuss a matter under this arrangement e.g. if a disconnection or payment issue is pending. Even if you have an alternate contact, you are still responsible for the obligations under this arrangement (including payment) and for any decisions made by the alternate contact.
- 21.6 We may assign or transfer our rights and responsibilities under our arrangement with you to another party, but if we do this, we will give you written notice.
- 21.7 We may also subcontract or delegate the performance of any of our responsibilities under our arrangement with you, to any other party.

## 22 Termination

- 22.1 If you do not meet your responsibilities under your arrangement with us, written notice will be sent to you explaining what is wrong, what needs to be done, and when it must be done by.
- 22.2 If you do not comply with such a notice, we may then end our arrangement with you by sending another notice to you. The ending of the arrangement shall not release you from any outstanding obligations to us.
- 22.3 Please advise us if you want to end this arrangement. Our charges will stop at the time you arrange (if by that time there has been a final meter reading and you have stopped receiving gas supply from us), and your arrangement with us will then come to an end when any outstanding amounts due to us have been paid.
- 22.4 We will cease supply as soon as reasonably practicable following instruction from you that you wish to terminate.

## 23 Moving premises

- 23.1 If you are moving, you must give us at least two working days' notice and arrange access for a final reading of the meter at the address you are leaving.
- 23.2 You also agree to give us your new address, or forwarding address, before you move.
- 23.3 If you move premise within the same complex there may be fees associated with the disconnection of your previous premises and the reconnection of the new premises. We will still require a final read from your vacated premise and may require an initial read from your new premises.

- 23.4 A change between premises within the same complex may require you to terminate your existing arrangement and enter into a new arrangement.
- 23.5 Disconnection (and if applicable reconnection) fees are limited to costs directly incurred by us as a result and do not include any penalty or exit fees.

## 24 Complaints and disputes

- 24.1 If you are unhappy with our service or the way we have dealt with any issue under our arrangement with you, you may make a complaint to us. Complaints can be made either in writing or by phone to the contact details provided in clause 27. Our complaints process is free for you to access and use. We may refer your complaint to the relevant distribution company if we consider that is appropriate.
- 24.2 If you have made a complaint about charges and services for gas supply and/or distribution, your gas supply will not be disconnected for non-payment for the period of the disputed amount. All other due amounts, those outside of the period of the dispute must continue to be paid according to the payment requirements under these terms or may result in disconnection.
- 24.3 After a complaint about charges is resolved, any amount found due to you will be credited to your account with us, immediately.
- 24.4 If, however, an amount is found to be due to us, you agree to pay that amount within 10 working days of the finding. If you do not do so, the amount will be treated as overdue, and your gas supply may be then disconnected.
- 24.5 If you are not happy with the way we have dealt with your complaint, or if it has not been resolved within 40 working days, then you may refer your complaint to Utilities Disputes Ltd ([www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz) or 0800 22 33 40). This is a free service however you must have referred your complaint to us before UDL can consider your complaint. This does not affect your ability to take the complaint to the Disputes Tribunal or the Courts.

## 25 Compensation and liability

- 25.1 If through negligence we cause physical damage to your premises or property we will pay to the owner or owners of the property damaged the reasonable costs of repair and of replacing any item (repair or replacement at our discretion) which in our view shall be replaced, up to a maximum of:
- (a) \$2,000.00 for any single event or any series of related events; and
  - (b) \$20,000.00 in any 12 month period, for all events or series of related events.
- 25.2 To the extent permitted by law, we will not be liable to you for any loss or damage except as provided in clause 25.1, (whether direct or indirect, special or consequential, pecuniary or non-pecuniary) due to negligence, breach or otherwise, caused by us or our agents or contractors.
- 25.3 If for any reason it is held that the limitation of liability in clause 25.2 cannot be relied upon in any case, then our liability to you shall be limited, as far as legally possible to:
- (a) \$1,000.00 for any single event or series of related events; and
  - (b) \$5,000.00 in any 12 month period, for all events or series of related events.
- 25.4 The Consumer Guarantees Act 1993 (CGA) applies if you buy gas supply for personal, domestic or household use. You agree that the CGA will not apply to the extent you acquire

gas and/or gas supply services from us for the purposes of a business.

- 25.5 If applicable, the CGA gives you the benefit of various guarantees, including:
- (a) That our gas is of acceptable quality, and is fit for the purposes for which you buy it; and
  - (b) That we will provide our services to you with reasonable care and skill.
- 25.6 If we breach any of these guarantees, your rights of redress are set out in the CGA. Where the CGA applies to you (i.e. where you are acquiring gas other than for business purposes) then nothing in this Arrangement will limit your rights under the CGA.

## 26 Contact details

- 26.1 Please use the contact details below if you need to get hold of us.

Mail: Po Box 91 840, Victoria Street West Mail Centre, Auckland 1142

Phone:           General Inquiries                           09 532 7027  
                      Accounts   09 532 7027

***Faults or emergencies contact your building manager or dial 111*** i.e. if you think there is a gas leak or a possibility that the gas supply could endanger people or property.

Emails: [office@edl.co.nz](mailto:office@edl.co.nz)

Website: [www.electricitydirect.co.nz](http://www.electricitydirect.co.nz)

- 26.2 Complaints: [EDL@complaints.net.nz](mailto:EDL@complaints.net.nz)

Should you need to contact Utilities Disputes Ltd, please phone 0800 22 33 40 or email [info@utilitiesdisputes.co.nz](mailto:info@utilitiesdisputes.co.nz).