



Supply of Reticulated LPG

Terms and Conditions

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1. Introduction

Rockgas' terms and conditions of supply detail *our* responsibilities as a supplier of reticulated Rockgas LPG and *yours* as a customer. Becoming or remaining a Rockgas customer means you agree to these terms and conditions, as amended from time to time.

These terms and conditions apply to the Rockgas LPG that we supply to you. These terms and conditions apply to both residential and business *premises* and, as of 1 July 2019, replace any previous general terms and conditions we have with you.

Our agreement with you includes these terms and conditions; any pricing; any terms and conditions relating to specific *services*, payment options and/or products you have with us; and any additional terms and conditions that we agree with you in writing. Together, these documents form a legally binding agreement between us.

Words in italics are explained at the end of this document.

Our website, rockgas.co.nz, is a good place to start if you want to find out about how we get Rockgas LPG to your place.

You can email questions to customerhelp@rockgas.co.nz or call us on 0800 762 542. Our address is listed on the back page if you would like to write to us.

2. Being our customer

Our agreement with you

2.1 For residential and business reticulated LPG supply, our agreement with you is formed when we accept you as our customer. It will apply from the earlier of the date:

- a) that we accept you as our customer;
- b) that you first use LPG supplied by us; or
- c) that we sign the application form; and will continue until:
- d) the expiry of any term agreed with you; and
- e) you have fulfilled all your obligations under the agreement.

Making an application

2.2 You can apply to become our customer in any area where we offer reticulated LPG by:

- a) completing a customer application in writing or online, or
- b) communicating with us or an authorised agent working on our behalf.

2.3 We may decline your application for supply, for reasons including (but not limited to) if:

- a) you fail to meet our payment, credit or other criteria (for example, not providing us with the information we need to set up your account);
- b) you or someone occupying your *premises* has a debt owing to us or our agents from a previous account; or
- c) we consider the supply of LPG to your *premises* cannot be done safely.

2.4 If you have a debt owing to us or our agents from a previous account, we may require immediate payment of that debt before accepting you as a customer.

2.5 We may require you to agree to any other arrangements or extra terms and conditions we consider necessary.

2.6 More than one person can be the customer at any premises. In this situation, our agreement applies to each of you individually, as well as together (jointly and severally).

Moving out of your old premises

2.7 If you are moving out of your premises, you need to give us at least three business days' notice of your move to let us complete a final meter reading at your premises (a charge may apply). At our discretion, we may estimate the final meter reading or may rely on a reading provided by you.

2.8 You also need to tell us your new address so we can send you a final invoice for your premises and, if you wish, arrange supply at your new premises.

2.9 If we supply you at your new premises, our agreement with you will continue to apply, and we may add any unpaid invoices you have with us from your old premises to your invoices for your new premises. If the LPG supply at your new premises needs to be reconnected, you will need to contact us to discuss how to do this.

Non-occupying customers

2.10 Usually, you can be our customer for premises even if you are not the occupier (for example, if you are the landlord or a relative that has agreed to be the customer and pay for LPG and/or other services), however, the obligations in this agreement (other than those relating to payment) extend to any occupiers or users as though they were our customer. As our customer, you are bound by these terms and conditions.

3. Authorised persons and alternate contacts

Authorised persons

- 3.1 You may contact us to appoint an authorised person to make decisions for you in relation to your account with us. An authorised person can do most things with your account. However, they cannot do some things, for example, opening or closing an account in your name.

Alternate contacts

- 3.2 If you believe that you may have difficulties with your payments or with communicating with us, you may appoint one or more alternate contacts to help you communicate with us and to assist you if a payment issue is pending. An alternate contact could be a family member, friend or social agency.

Authority of authorised persons or alternate contacts

- 3.3 Where you have appointed an authorised person or alternate contact, you:
- a) confirm they have agreed to be an authorised person or alternate contact and they may be contacted by us in that capacity, and

- b) agree they may provide us with information about you and we may disclose information about you to them. You are still responsible as our customer for complying with these terms and conditions, even if you have appointed an authorised person or an alternate contact.

Next of kin and landlords

- 3.4 If we are unable to contact you, we may contact your next of kin or landlord using details you have provided to us.

4. Bonds

Paying a bond

- 4.1 We may, at any time, require you to pay one or more bonds. If we require a bond, we will tell you why. The type of bond you would be required to pay would be based on the classification of your premises, and our assessment of your creditworthiness. A bond may be in the form of a cash payment, a guarantee or any other type of security we decide is necessary.
- 4.2 If we require a bond, we may:
- a) require you to pay it to us immediately, or
 - b) charge the bond on your next invoice, in which case, you must pay it by the due date given on that invoice.
- 4.3 Any bond will be held by us in a separate account and will not accrue interest.

Repaying your bond

- 4.4 We will repay your bond within one month of you ceasing to be our customer, provided all outstanding amounts owed to us have been paid.
- 4.5 We will repay your bond, less any amounts you owe us, by crediting your account with us or refunding you directly if you are no longer our customer.
- 4.6 We may keep your bond for longer than 12 months if you do not maintain a good payment history with us.

5. Information and privacy

Information we need from you

- 5.1 We need some information from you so we can supply you with LPG. You need to make sure that any information you give us is correct and that you let us know if anything changes.

Information we need from third parties

- 5.2 For the purposes listed below, we may obtain information about you from third parties before you become our customer and at any point while you are our customer. This may include credit checking or reporting agencies and government agencies.

Compliance with the Privacy Act 1993

- 5.3 We will collect, store, keep secure, use, and disclose your personal information in accordance with the Privacy Act 1993.

Using your information

- 5.4 In addition to those general rights of use and disclosure under the Privacy Act, specifically, you authorise us to use, disclose and match any information about you and your LPG supply for the following purposes, including:

- a) for any purpose authorised by you, including communicating with authorised persons and alternate contacts
- b) to confirm your identity
- c) to supply LPG and any other products or services you have asked for in conjunction with your LPG (which may include other products and services provided through any of our partners, for example Contact Energy)
- d) to administer your account (including invoicing you, sending notices or communicating with you)
- e) to help develop and/or improve products and services and improve our customer service, including monitoring and following up questions and complaints
- f) to inform or contact you about our products, brands, special offers, publications and other promotions we think you may be interested in (including via email or other electronic communications)

- g) to conduct market research, including to disclose to third parties for the purpose of contacting you or conducting market research on our behalf
- h) to meet the requirements of these terms and conditions, the law, industry rules and codes of practice
- i) disclose to our related companies, as defined in the Companies Act 1993 and;
- j) to any other government agency or regulatory body, industry body or complaints scheme.
- k) for credit checking, credit reporting or debt collection, which may involve disclosure to a credit reporting agency. This information may be used by the credit reporting agency to update and maintain credit information files and may, in turn, be accessed by its customers.

- 5.5 You are also entitled to request access to, and correction of any personal information that we hold about you.

Communications we have with you

- 5.6 We may record any communications we have with you, your authorised person or alternate contact in order to:
- a) maintain accurate records of our dealings with you
 - b) confirm our contractual commitments to each other, and
 - c) help resolve any disputes between us.
- 5.7 We may also use recordings to train our employees and authorised agents and/or to monitor the level of service they are providing.

Passwords

- 5.8 You are responsible for keeping safe any passwords you have for accessing your account. You should ensure that you only share your password with authorised people on your account.

6. Reticulated LPG supply

- 6.1 Our supply of LPG to you will comply with all legal requirements. For residential supply, this includes the requirements of the Consumer Guarantees Act 1993.
- 6.2 The supply of LPG to you may not be continuous and uninterrupted. We do not guarantee the continuous supply of LPG to your premises.
- 6.3 We shall use our best endeavours to supply gas at a pressure of no less than the working pressure of your appliances at our meter.
- 6.4 You acknowledge that you have made your own enquiries into the suitability of the gas we are supplying to you for all your purposes and do not rely on our skill and judgement as to the suitability of the gas for such purposes.

7. Safety

- 7.1 For your safety and the safety of those around you:
- a) dial 111 in an emergency
 - b) call us immediately on 0800 427 345 if you think there is a gas leak or a possibility that our LPG supply could endanger people or property, or if you become aware of a hazardous situation in relation to your LPG supply;
 - c) do not interfere with pipes that supply LPG to your premises and make sure only qualified people perform maintenance or repairs on LPG equipment or appliances at your premises
 - d) 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 it 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, we recommend arranging for a certified gasfitter to turn it back on. This will make sure gas is safely restored to your gas installation and appliances, including relighting pilot lights.
- 7.2 You must ensure that you and all pipes, equipment and appliances at your premises comply at all times with all written instructions from us concerning safety. You will indemnify us in relation to any claim, loss or cost in connection with your failure to do so.

8. Access

Accessing your premises

- 8.1 You must let us know about any health and safety requirements or issues and provide us with any equipment that is necessary to ensure the health and safety of our representative on your premises. Any dog or other animal that may put us at risk must be controlled when we visit. You may be prosecuted if any dog or animal threatens or attacks us or if you threaten, assault or harass us.
- 8.2 You need to provide us with a key and/or security system code or arrange access to your LPG supply equipment if any of it is located behind locked doors or gates.
- 8.3 You must provide us with safe, unobstructed and easy access to your premises, free of hazards and obstructions so we can:
- read any meter on your premises
 - connect or disconnect, your LPG supply
 - install, remove, inspect, test, operate, maintain, service, upgrade, repair or replace LPG supply equipment
 - investigate or remedy any matter concerning the quality of LPG supply or compliance with your responsibilities under these terms and conditions
 - protect or prevent danger or damage to people or property
 - enforce these terms and conditions and comply with the law.
- 8.4 You may be required to turn off the LPG at your premises to enable access for these purposes.
- 8.5 We may do whatever is reasonably necessary to gain access to your premises for these purposes. This right continues until you have met all your obligations under these terms and conditions.
- 8.6 You must pay for all costs incurred by us in obtaining or attempting to obtain access to your premises for authorised purposes, including legal, locksmith and security agency costs. You will also be liable for all costs, loss or damage incurred by us arising out of any unsafe premises or any threats or attacks made by you, anyone on your premises, or your dog or other animals.

Access hours

- 8.7 Unless we agree otherwise, we will normally access your premises during the following times:
- Meter reading – Monday to Saturday, between 8am and 5pm or within the hours of daylight.
 - Metering services – Monday to Friday, between 8am and 5pm.

Notice of access

- 8.8 Except in routine situations (for example, to read or inspect metering equipment) or emergency situations, before accessing your property, we will give you written notice of when we will be accessing your premises and the reasons why we require access.
- 8.9 The notice we provide to you will be given:
- at least 10 business days prior to entry if we are accessing your premises to undertake construction, upgrade, repair or maintenance work, or
 - within a reasonable timeframe where we are accessing your premises for any other reasons.

Immediate access to your premises

- 8.10 In some circumstances, you will need to give us immediate access to your premises, including if we need to:
- restore LPG supply in your neighbourhood after an outage
 - prevent harm to people or property from equipment we are responsible for
 - protect the network, or
 - deal with any other emergency situation involving the supply of LPG.

Our responsibilities when accessing your premises

- 8.11 When accessing your premises, we will:
- take reasonable steps to minimise any direct impact on your premises and any inconvenience to you
 - try to comply with any reasonable requests you make
 - carry identification and present it if you ask to see it
 - identify ourselves before starting work, and
 - act courteously, considerately and professionally at all times.

9. LPG supply equipment

Installing and altering LPG supply equipment

- 9.1 We, as the network operator and the meter owner may install, maintain, alter or replace LPG supply equipment on your premises.
- 9.2 You must pay all costs relating to installing, altering, repairing and/or maintaining any LPG supply equipment for your premises. However, you are not responsible for installation costs where we decide to replace the LPG supply equipment if the existing LPG supply equipment is suitable for your LPG use and pricing plan.
- 9.3 If you don't own your premises (for example, you're renting or leasing), you must obtain the owner's or landlord's permission before we can install, modify, remove or replace any part of the LPG supply equipment on the premises. If you do not obtain permission, you must indemnify us against any claims the property owner or landlord may make against us.

LPG supply equipment standards and alterations

- 9.4 You are responsible for making sure all LPG supply equipment and alterations to that equipment (other than the metering equipment) on your premises meet all legal and industry standards and network connection requirements. Where we consider that any such LPG supply equipment does not meet all legal and/or network connection requirements, we may arrange for a third party to undertake any work necessary to remedy any non-compliance. This would be done at your cost.
- 9.5 You need to give us at least five business days' notice if you plan to do any work on your premises that may affect the LPG supply equipment or need it to be relocated or replaced. You need to be able to show us the certification for your LPG supply equipment if we ask to see it. Our meter or network pipes can only be relocated by a person authorised by us.
- 9.6 If you need advice relating to your LPG supply equipment, we may need to arrange a visit and may charge you for the cost of this visit.

Location of LPG supply equipment

- 9.7 You must provide us with a safe, secure and accessible location that complies with any applicable standards or regulations (including reasonable protection against interference and damage) for the LPG supply equipment on your premises at no cost to us. This may include digging trenches and building structures on your premises. If the location is not secure, safe and accessible, or does not meet any

applicable standards or regulations for the location of LPG supply equipment, we may require you to provide a more suitable location and/or meet the cost of relocating the LPG supply equipment.

Protecting the LPG supply equipment

- 9.8 You must not interfere with the network and other LPG supply equipment, and you agree to protect all parts of the network supplying your premises and all other LPG supply equipment against interference, damage, loss, destruction or seizure.
- 9.9 You must notify us immediately if any part of the LPG supply equipment on your premises is damaged, faulty, leaking, operating inaccurately (in the case of metering equipment) or otherwise appears unsafe. We may suspend your LPG supply if necessary and carry out or arrange repair or maintenance work. We may recover from you the cost of repairing or replacing any damaged LPG supply equipment where you could have reasonably prevented the damage. We will let you know the cost of repairing or replacing the equipment before carrying out the work.
- 9.10 You will be responsible for any damage to the equipment arising from your or your agent's or invitee's negligence, wilful act or omission or through your failure to provide such protection. This responsibility continues for up to six months after you stop being our customer.

Changes in LPG use

- 9.11 The equipment used to supply LPG to you has limited capacity. You must inform us if you expect a substantial change in the amount of LPG you use. Please ask your gasfitter to identify whether your proposed increase in usage will exceed the current capacity of your LPG supply equipment. If it does, you will need to arrange for an upgrade with us.

Ownership and title

- 9.12 You must not allow LPG supply equipment that you do not own (for example, meters) to:
 - a) become a fixture or fitting of your premises
 - b) be moved or removed without our consent
 - c) be encumbered or used as security in any way, or
 - d) have any lien created over it.
- 9.13 You agree that the network, including any part of the network situated on your premises, is and will remain our sole property.

Personal Property Securities Act 1999 (PPSA)

- 9.14 The parties agree that the terms of this agreement will apply to all LPG supplied by us to you in the future and such goods supplied will be described as inventory.
- 9.15 To the extent that our provision of our LPG equipment, including metering equipment (ie equipment supplied to you as set out in the application form), is a 'lease for a term of more than one year', you acknowledge that this is deemed to create a security interest in our favour in our equipment under the PPSA.
- 9.16 To the extent that our provision of the Rockgas equipment to you is a 'lease for a term of more than one year', you acknowledge that this is deemed to create a security interest in our favour in the Rockgas equipment under the PPSA.
- 9.17 Nothing contained in sections 114(1)(a), 120(2), 121, 125, 126, 127, 129, 131, 133 or 134 of the PPSA applies to this agreement. Your rights as 'debtor' contained in:
- a) section 116, being a right to receive a statement of account;
 - b) section 120(2), being a right to receive notice of a secured party's proposal to retain collateral;
 - c) section 121, being a right to object to a secured party's proposal to retain collateral;
 - d) section 125, being a right to not have goods damaged when a secured party removes an accession;
 - e) section 126, being a right not be reimbursed for damage caused when a secured party removes an accession;
 - f) section 127, being a right to refuse permission to remove an accession;
 - g) section 129, being a right to receive notice of the removal of an accession; and
 - h) section 131, being a right to apply to the court for an order concerning the removal of an accession;
- do not apply to the security interests granted to Rockgas under this agreement.
- 9.18 You waive your right to receive a copy of a verification statement confirming the registration of a financing statement or a financing change statement relating to any security interest created by this agreement under section 148 of the PPSA.

10. Meters and meter readings

Metering equipment and installation

- 10.1 You must have metering equipment at your premises to record all of your LPG usage. We will install and or maintain a gas meter, pipes and associated measuring equipment in a mutually acceptable location on your site to connect you to Rockgas' LPG supply system (reticulation system). For the avoidance of doubt, we retain ownership of the installed LPG supply equipment at all times.
- 10.2 The meter will measure the volume of gas delivered to you and the volume of gas so measured may be corrected to standard pressure, altitude and temperature in accordance with any applicable regulations and standards, and then converted to energy for invoicing purposes.
- 10.3 In some cases, we may not be able to install metering equipment at your premises because:
- a) the LPG installation does not comply with legal requirements, or
 - b) the metering equipment, when installed, represents a safety hazard.
- 10.4 In these situations, you may need to fix or remedy any non-compliance or to repair any non-compliant equipment or safety hazard at your cost before the metering equipment is installed.
- 10.5 We may also require you to provide evidence of certification or compliance for your LPG installation.
- ### **Reading your meter**
- 10.6 We will read your meter regularly (we will usually read meters each month but, if not monthly, then at least four times a year) provided that you give us access to your premises during normal meter reading service hours. If you do not provide us with access during normal meter reading service hours, we may charge you for reading your meter.
- 10.7 If you don't provide us with access to read a meter or we are unable to read the meter for any reason, we may estimate the amount of LPG supplied and send you an invoice based on this estimate.
- 10.8 You may provide us with a meter reading over the phone, via email, or by other electronic means we may make available for an initial reading, a final reading or if your invoice is based on an estimated amount.
- 10.9 We may accept or reject your reading at our discretion. For example, we will reject your reading if it is inconsistent with our records.

- 10.10 If you provide us with a valid reading that we accept, we will send you a new invoice based on that reading. If we reject your reading, we may undertake and charge for an actual meter reading.
- 10.11 If an estimate is required, we will comply with the standard industry practice for estimating missing or inaccurate metering data.
- 10.12 We may:
- a) receive, collect and store metering data relating to you and your premises, and
 - b) use metering data for the purposes outlined in the Information and privacy section.

Meter testing and replacement

- 10.13 We may, from time to time, repair, test, check, change, replace, downgrade or upgrade the metering equipment at your premises as part of routine inspections, replacement programmes or to reflect changes in your LPG supply requirements. You may also request that the metering equipment be tested if you believe it is faulty or unsafe.
- 10.14 If a change of meter is required because of a change in your LPG supply requirements, we may charge you for the cost of the alteration. We will let you know of any charges before we carry out the work.
- 10.15 If testing reveals the metering equipment is not measuring or operating within accepted industry standards and the fault was not caused or contributed to by you, we will:
- a) replace or repair it
 - b) meet the cost of the testing, and
 - c) debit or credit your account with the value of our reasonable assessment of the error in previous charges from us.

- 10.16 If you ask for a meter test and the metering equipment is found to be measuring and operating within accepted industry standards, we may charge you for the cost of the test. We will let you know the cost before undertaking the test.

Tampering with the meter

- 10.17 Tampering with or bypassing metering equipment is dangerous, and theft is a criminal offence. You must take all reasonable steps to make sure no one tampers or interferes with the metering equipment in a way that prevents or restricts us from recording metering data.
- 10.18 You need to let us know immediately if you:
- a) suspect the metering equipment has been tampered with, is faulty or the metering equipment seals have been broken, or
 - b) become aware that there may be a problem with the metering equipment (for example, if your invoice is unusually low or the meter appears to have stopped).
- 10.19 You must pay for the LPG we estimate you would have used while the metering equipment was not reading correctly. We may:
- a) require you to pay:
 - i. for any costs or losses we incur investigating the interference or replacing or repairing damaged metering equipment, and/or
 - ii. a bond (or increased bond)
 - b) disconnect or suspend the supply of LPG to you, and/or
 - c) take legal action against you.

11. Fees and charges

Responsibility for fees and charges

- 11.1 You will be responsible for all charges from the date that you first use LPG supplied by us and you will pay the gas fees and charges in accordance with this agreement.

Our fees and charges

- 11.2 We will charge you for the LPG supply and any other services we provide to you at the rates set out in either our special terms (if applicable) or at our standard rates.
- 11.3 The LPG charge is a variable charge (also called an energy, gas energy and supply charge) expressed as \$/GJ (dollar per gigajoule) or \$/Kwh (cents per Kilowatt hour) and is charged based on your consumption. We may also include an additional supply or daily charge. We will let you know if you will be charged a supply or daily charge.
- 11.4 These charges may change from time to time in accordance with this agreement, and if they change during an invoicing cycle, we may average out the LPG used over the period to determine a daily average usage and then charge your usage at the different rates.
- 11.5 Our LPG charges for the LPG you have used will be based, at our discretion, on an actual or estimated meter reading or a reading provided by you.
- 11.6 We may pass on fees or charges from regulatory agencies. We may also charge you for any services performed on your premises requested by you or a third-party contractor working on your behalf (for example, a builder, electrician or arborist).

Additional fees

- 11.7 We will give you reasonable notice if circumstances arise or are likely to arise that may result in an additional fee, and we will let you know the amount of the fee and the reason for it. We will also let you know if there is something you can do to avoid incurring the fee. If you ask for a product or service that involves an additional cost, we will tell you the amount (where that cost is known) or provide an estimate of that cost.

Additional fees for business customers with LPG

- 11.8 Business customers with LPG may be subject to additional fees related to their annual and/or daily usage quantities.
- 11.9 We reserve the right to impose a fixed monthly charge if the LPG off-take in any 12-month period falls below 15GJ per annum, as assessed by us on an annual basis. The fixed monthly charge is as specified in your application form and will be payable together with your LPG charges on your invoice.

- 11.10 Unless agreed otherwise in any special terms and conditions that may be agreed between us, you agree to purchase a minimum quantity of gas in each period of 12 months as specified in your application form ('the Annual Contract Quantity'), and if you fail to purchase the Annual Contract Quantity over a period of 12 months (or any applicable proportion thereof in the event of a shorter period of supply), you agree to pay us 25 per cent of the supply charge and gas energy charge shown on your application form (the 'Price') plus GST in respect of the difference between the Annual Contract Quantity and the actual quantity (or proportion thereof) taken during the period of supply.

- 11.11 If your contract for LPG is terminated early, then:
- we may invoice you in respect of the undelivered Annual Contract Quantity for each calendar year (or proportionate part in any broken period) until the end of the term of the contract, or until the end of any subsequent term, as if the contract had not been so ended, and
 - you must immediately pay us a sum equal to 25 per cent of the Price (plus GST) that would have been payable to us had such Annual Contract Quantity been delivered to you in each such period. We will have no obligation to deliver any of the Annual Contract Quantity invoiced. You and we acknowledge that such payment to us constitutes liquidated damages and is to protect our business interests in sourcing and forward purchasing sufficient supplies of LPG, and is a genuine pre-estimation which is proportionate to the interest being protected, and the loss which we will suffer as a consequence of any purported early termination of your contract for LPG, or any failure to take the Annual Contract Quantity.

Your invoice

- 11.12 Unless we agree or tell you otherwise in writing, we plan to send you an invoice every month. Your invoice will itemise:
- the quantity and cost of LPG supplied or estimated to be supplied
 - any fees and charges (the amounts payable may be rounded)
 - any taxes and levies
 - any charges for other products or services you have asked us to provide, and
 - any penalties or other charges additional to our usual fees on your invoice.

- 11.13 The invoice will clearly show the due date for payment and will reference any identifiers relating to each site covered by the invoice.
- 11.14 No interest is payable on late or incorrect invoices.
- 11.15 For gas, the conversion of metered volume to standard volume complies with NZS 5259 Gas Measurement. For the conversion of standard volume to energy, LPG uses information considered to be representative of gas supplied into the LPG networks.

Paying your invoice

- 11.16 You must pay all our fees and charges as shown on your invoice in full and by the due date shown on your invoice, unless we have agreed otherwise by way of a payment arrangement. This includes invoices based on an estimate or actual reading and includes any rounded amount. Contact us or visit our website to find out more about payment methods.
- 11.17 You may not deduct or set off any amount from that shown on the invoice. You remain obliged to pay all of our fees and charges, even after you have ceased to be supplied by us or otherwise are no longer our customer.
- 11.18 When we receive payment from you, we may use that to pay any overdue amount before paying your current fees and charges.

Problems paying your invoice

- 11.19 If you can't pay your invoice in full and by the due date, you need to let us know immediately so we can discuss payment arrangements. A failure to keep to the terms of any payment arrangement, will amount to a breach of our agreement. If you continue to have problems making payments, we may need you to change to a different payment method.
- 11.20 If you fail to pay any of our fees and charges, we may register your payment default with a credit reporting agency.

Late invoices

- 11.21 You must let us know immediately if you do not receive regular invoices from us. You will still be responsible for all fees and charges during the period covered by the late invoice.
- 11.22 If you are not responsible for the invoice being late, the amount of time you have to pay will depend on when the invoice is sent:
 - a) If the invoice is sent more than two months but less than three months after the end of the period it covers, you will have at least the length of time covered by the invoice to pay it.

- b) If the invoice is sent more than three months after the end of the period it covers, we may negotiate an appropriate discount and payment period with you.

- 11.23 If you are a business customer, you will be liable for all fees and charges, regardless of whether your invoice is late or not.

Incorrect invoices

- 11.24 If we have made an error with our invoice (irrespective of the cause) and undercharged you or we have failed to invoice you at all, we will issue or adjust the relevant invoices, and our normal payment terms will apply (subject to adjustment as noted under Late invoices).
- 11.25 Any amounts you are required to pay will take into account whether you have contributed to the error or could reasonably have been expected to know about it.
- 11.26 If we have made an error with our invoice (irrespective of the cause) and overcharged you, we will promptly credit any overcharged amounts. This does not apply where your invoice is based on an estimate of your LPG use, as an adjustment will be made in a following invoice based on an actual meter reading.

Disputed invoices

- 11.27 If you dispute any amount shown on your invoice, you must let us know immediately. You will need to tell us the amount in dispute and why you are disputing it. We will investigate the disputed amount as quickly as possible.
- 11.28 When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your LPG supply if you have not paid amounts that are genuinely in dispute and we are aware of this. However, we may disconnect your supply if you do not pay undisputed amounts.

Debt collection costs

- 11.29 You must pay us or our debt collection agency any costs incurred in recovering all fees and charges you are required to pay under our agreement with you. This includes collection costs, revenue costs, legal fees, administration fees and/or other costs related to late or non-payment. This obligation continues after you have ceased to be supplied by us or otherwise are no longer our customer.

GST, levies and taxes

- 11.30 We will add GST, levies and taxes (at the applicable rates) to our fees and charges. Our fees and charges may be expressed as GST inclusive or GST exclusive.

12. Disconnection

Disconnecting your LPG supply

- 12.1 You need to tell us if you want us to disconnect your LPG supply. If you don't, you'll still need to pay our fees and charges for as long as the premises remain connected to the network, even if you no longer occupy the premises.
- 12.2 You need to give us at least five business days' notice to temporarily or permanently disconnect your LPG supply on a specific date. Charges may continue until the disconnection process has been completed.
- 12.3 We may charge you a disconnection fee and additional costs may be incurred when we disconnect your supply (including for each unsuccessful attempt to disconnect you where you do not give us reasonable access to your premises or meter). These costs may be charged to you.

Disconnection by us for non-payment

- 12.4 We may disconnect the LPG supply to your premises if you fail to pay any fees and charges (including any bond) in full and by the due date or default on any payment arrangement we have entered into with you.
- 12.5 Where you have different premises jointly or collectively billed, we may opt to disconnect the LPG supply for non-payment at any of these premises.
- 12.6 We will only disconnect you if you fail to pay an estimated invoice if we believe it is fair and reasonable to do so in the circumstances.

Disconnection or restriction for other reasons

- 12.7 We may disconnect or restrict your LPG supply with or without notice for safety reasons or where we need to protect people or premises (an emergency disconnection).
- 12.8 We may also disconnect your LPG supply at your request or if:
- you cease to be our customer
 - you have tampered with or damaged LPG supply equipment
 - there is clear evidence of LPG theft or other related illegal activity
 - any LPG supply equipment on your premises does not comply with legal requirements or connection standards
 - on two or more occasions, whether consecutive or separate, you deny us safe, reasonable or unobstructed access to your premises
 - you threaten, assault or harass any of our staff, agents or contractors
 - you have substantial unpaid invoices on accounts you hold with us at any other premises

- we consider your LPG installation to be unsafe or you do not meet your obligations in relation to LPG supply equipment
 - an event occurs affecting LPG supply or transmission where we need to reduce supply and you don't stop taking LPG from the network when we ask you to, or
 - you materially or persistently fail to meet any other obligations set out in these terms and conditions.
- 12.9 If you have committed a breach of our agreement with you that can be resolved, we will give you reasonable notice of what you need to do to avoid disconnection or restriction of our LPG supply.
- 12.10 If your LPG supply is disconnected you must still pay us any amount outstanding on your account, including any disconnection fees and other charges.

Warning of disconnection

- 12.11 Where we plan to disconnect your LPG supply due to non-payment, we will give you at least seven business days' notice of warning of disconnection, outlining the premises to be disconnected, the costs of disconnection and reconnection and what you can do to avoid disconnection.
- 12.12 If you are a residential customer, we will only disconnect your LPG supply for non-payment on a business day, excluding Fridays and the day prior to a public holiday. If you are a business customer, we may disconnect your LPG supply on any day.

Getting reconnected

- 12.13 You must contact us if you want to reconnect your LPG supply after it has been disconnected. At our discretion, we will restore your supply as soon as practicable. In order to restore supply, you may need to:
- be present at the time of reconnection or accept responsibility for the safety of the premises where you cannot be present
 - pay the total amount outstanding on your account (not just any overdue amount), including any disconnection or reconnection fees and additional fees incurred during the disconnection process
 - pay a bond (or an increased bond)
 - provide, ongoing access to your premises so we can fulfil our obligations under these terms and conditions, and
 - agree to any extra terms and conditions we consider necessary.

13. Ending our agreement with you

- 13.1 Our agreement with you will come to an end at the end of any agreed term and when you have stopped receiving all LPG supply and services from us and met all your obligations under these terms and conditions.
- 13.2 We may also end our agreement with you, by giving not less than six months' notice where it has become no longer economical for us to continue to supply you with LPG. In these circumstances, we will work with you to try to find an alternative solution, for example, bottled LPG in lieu of a reticulated supply.
- 13.3 Some of your obligations under these terms and conditions will continue to apply after we have stopped supplying you with LPG, for example:
- a) terms relating to the payment of outstanding account balances will continue to apply until the balances have been paid, and
 - b) we may access your premises to continue to read your meter or remove LPG supply equipment owned by us, the meter owner or the network operator.

Closing an account with us

- 13.4 If there is no term specified for the supply of LPG, or if you are going to vacate your premises permanently, then you may give us at least three business days' notice that you wish to close your account.
- 13.5 If you give us fewer than three business days' notice of closure, you may remain liable for our fees and charges for the extra period of time until we have completed a final meter read.
- 13.6 At our discretion, for calculating your final invoice, we may require a final meter reading, estimate the final meter reading or rely on a reading provided by you.
- 13.7 If we have not been able to read your meter, you will stop incurring our charges on the business day after we have been able to obtain a reading or after we decide to use an estimated reading for your final invoice or rely on a reading provided by you.
- 13.8 If you do not give us notice of closure, you will be responsible for paying for any LPG used and other charges incurred while the premises remain connected to the network. This applies even if you no longer occupy the premises.
- 13.9 You remain liable as long as you remain the account holder at the premises under the terms of this agreement.
- 13.10 Upon closing an account, you agree that we may add any of your unpaid invoices with us from that account, to an account for other premises that we supply or the account for your new premises.
- 13.11 For business LPG supply – either party may terminate this agreement with immediate effect by notice in writing to the other party:
- a) if a provision of this agreement is being breached and the party at fault fails to remedy the breach within seven days of receiving the written notice requesting remedial action from the other party, or
 - b) if a receiver and/or manager is appointed to the other party or the other party is unable or is presumed to be unable to pay its debts as they fall due, or a resolution is passed, or application is made to liquidate that party.
- 13.12 For the avoidance of doubt, for business LPG customers, there is no right to terminate the agreement prior to the expiry of any agreed term except in the event of those circumstances outlined above. If we terminate this agreement pursuant to the clauses above, you will pay all costs associated with the removal of our gas meter and associated equipment and any other equipment provided by us and listed in the application form ('our equipment').
- 13.13 Any termination of this agreement will be without prejudice to any rights you or we accrued prior to or in connection with such termination.
- 13.14 To enable us to repossess our equipment, we will be entitled to sever our equipment (if necessary) from any other property. You must pay all costs associated with the removal of any of our equipment from your site(s).

14. General

Complaints

- 14.1 If you are not happy with any aspect of our service, please contact our free internal complaints service in the first instance:
- Email:
customercomplaints@rockgas.co.nz
- Phone: 0800 762 542
- Post: Customer Care Team Lead
Rockgas
PO Box 7195
Christchurch 8240
- 14.2 We will try to resolve your complaint straight away and will acknowledge your complaint within two business days of receiving it. If we can't resolve it straight away, we will give you a response within seven business days. If it is complex or involves other parties, we will investigate on your behalf.
- 14.3 We are a member of the Energy Complaints Scheme operated by Utilities Disputes Limited. This is a free and independent industry complaints body. We are committed to maintaining the standards contained in the Energy Complaints Scheme document. If the complaint falls within its jurisdiction and it has reached deadlock, you can refer your complaint with us to Utilities Disputes Limited.

Contact details for Utilities Disputes Limited:

Website: utilitiesdisputes.co.nz

Phone: 0800 22 33 40

Fax: 0800 22 33 47

Post: Utilities Disputes Ltd
PO Box 5875 Lambton Quay,
Wellington 6140
Freepost 192682

- 14.4 If you remain unsatisfied with the way your complaint has been dealt with, even after the intervention of Utilities Disputes, you may pursue the matter in another forum (for example, the Disputes Tribunal or the court system).
- 14.5 If you wish to dispute an account, you must advise us before the due date for payment, and provide details of what you believe is incorrect. You must still pay any amount not in dispute by the due date.

Liability

- 14.6 Subject to the maximum amounts stated below, any liability either of us has to the other in contract or tort, is limited to direct physical loss or damage to property, premises or goods. That loss or damage needs to have been reasonably foreseeable and caused directly by:
- a breach of these terms and conditions, or
 - negligence.

- 14.7 If either of us is liable, the maximum amount either of us will pay to compensate for any event or related series of events is \$10,000. This is subject to a maximum cap of \$50,000 in any 12-month period for all events or series of events, starting from the first event.
- 14.8 These limits on liability will not apply in the event that you purport to terminate our agreement prior to the expiry of any agreed term, where there is no explicit right to terminate the agreement early. In the event that you purport to terminate our agreement early, in addition to the above, we may claim damages for any loss of expected revenue as a result of your breach of the agreement, to be calculated using the formula in clause 11.10.
- 14.9 We may choose to repair or replace any damaged premises or goods up to the same maximum amount instead of paying cash.
- 14.10 Without limiting the above, we will not be responsible for any loss or damage caused by your failing to switch off any appliances at your premises before reconnection.
- 14.11 If you wish to seek compensation for loss or damage, you need to write to us to advise of a possible claim.
- 14.12 Subject to the maximum amounts above, you indemnify us against any actions, claims, damages, losses and expenses incurred by us, or for which we may be liable, in connection with:
- any breach of or non-compliance by you with any law or other obligation that applies to you, your property, pipes or other equipment or the use or operation of those items or the LPG supplied to you, and
 - any claim, loss, damage, accident or injury of any kind, however sustained, which arises out of or in connection with this agreement.
- 14.13 However, you will not be required to indemnify us if an event arises directly from our failure to comply with our express obligations under these terms and conditions.
- 14.14 The limitations of liability set out in this section and elsewhere in these terms and conditions extend to our employees and agents, for the purposes of the Contract and Commercial Law Act 2017, Part 2, Subpart 1 (Contractual Privity).
- 14.15 Except as set out below, nothing in this agreement in any way limits your rights under the Consumer Guarantees Act (CGA). To the maximum extent permitted by the CGA, and notwithstanding any other term of the agreement, it is agreed that the provisions of the CGA will not apply, and we each agree to contract out of the provisions of the CGA, where the following conditions apply:

- a) the goods and/or services (as applicable) covered by this agreement are, or (in connection only with the guarantee of acceptable quality in section 7A of the CGA, the gas or electricity) is, both supplied and acquired in trade; and
 - b) each of us is in trade.
- 14.16 Where the above conditions apply, you and we acknowledge and agree we each consider it is fair and reasonable for us to be bound by this provision.
- 14.17 You may not on-sell any LPG supplied by us under this agreement to another person.
- 14.18 In addition, except as expressly set out in these terms and conditions, all warranties, guarantees or obligations imposed on us, by the Consumer Guarantees Act 1993 or any other law, are excluded to the maximum extent permitted by law. If you on-sell LPG to another person, you must ensure that all agreements you have with the end-consumer include provisions to this effect.

Guarantee

- 14.19 This clause will operate if a person or persons is named in the application form as 'guarantor' for the application.
- 14.20 In consideration of our agreement to supply LPG to you at the guarantor's request, the guarantor agrees to be personally responsible to us for all payments due to us by you and for your performance of all your obligations in terms of this agreement.
- 14.21 The guarantor's guarantee is a continuing guarantee, and the guarantor's liability under it will not be affected by our waiver or failure to exercise any of the rights we may have against you, or by any variation of any of the terms and conditions of this agreement. In the event that this agreement is renewed for a subsequent term, the guarantor's liability will continue for the subsequent term.
- 14.22 Where there is more than one guarantor, their liability as guarantors will be joint and several.

Force majeure – events beyond our control

- 14.23 A force majeure event includes:
- a) acts of God, war (whether declared or not), terrorism or threats of terrorism, riots, civil insurrection or epidemic
 - b) strikes and any other industrial action
 - c) storms, lightning, flood, earthquake, fire, volcanic eruption, landslide, accumulation of snow or ice, or acts of animals
 - d) motor vehicle or other accident
 - e) faults in the network
 - f) malicious damage

- g) surges, spikes, other fluctuations or interruptions in the conveyance of LPG into the network
- h) the partial or entire failure of supply or availability of LPG into the network
- i) extreme LPG shortages, extreme pricing events or threats to our ability to supply LPG
- j) compliance with any law or government order, rule, regulation or direction
- k) your acts or omissions or any defect or abnormal conditions in or about your premises, or
- l) other similar circumstances beyond our control.

Changes to our agreement

- 14.24 We can change these terms and conditions, our fees and charges at any time, provided we give you at least 30 days' notice where fees and charges are increasing, or where we make changes to the terms and conditions, by at least one of the following methods:
- a) advertising in your local daily newspaper
 - b) putting a notice on our website
 - c) sending you a letter or email
 - d) notifying you by other electronic means
 - e) including a statement on your invoice, or
 - f) a combination of the above.
- 14.25 Except as noted below, we will write to you individually (by letter or email) if our fees or charges are increasing by more than five per cent or if we make material changes to these terms and conditions that affect you. If our fees or charges are increasing, we will give you our reasons for that increase.
- 14.26 We do not need to notify you if our fees and charges are decreasing, and we can implement those changes at any time, if:
- a) the change in fees or charges is the result of a request made by you
 - b) we make changes to these terms and conditions that do not affect you, or
 - c) the changes are to non-regular service fees or charges (for example, disconnection, reconnection or special meter reading charges).

Transferring your rights and responsibilities

- 14.27 We may assign or transfer any or all of the rights and obligations we have under our agreement with you to someone else. Where we do this, where practicable we will let you know:
- a) that the agreement is being transferred

- b) where you can access contact information for the entity to which we have transferred the agreement, and
 - c) when the transfer will take place. We may also subcontract or delegate any or all of our responsibilities under our agreement with you to another party. If, for any reason, we have or are likely to have a receiver, liquidator or other similar officer appointed, we will take all reasonable steps to make sure your LPG supply is not affected.
- 14.28 You may not assign, transfer, subcontract or delegate any of the rights and obligations you have under our agreement with you to any other person. If you have or are likely to have a receiver, liquidator or other similar officer appointed, you must notify us immediately.

Contacting you

- 14.29 We may send any notice or invoice to you by:
- a) delivering to your address
 - b) mailing to the latest postal address you have given us
 - c) emailing to the latest email address you supplied to us, or
 - d) delivering via any other electronic means.
- 14.30 We will assume that our notice or invoice has been received by you:
- a) on the day of delivery, if delivered to your address
 - b) five days after being posted to you
 - c) on the day of transmission if faxed, or
 - d) at the time an email was transmitted by us to your email address.
- 14.31 You need to let us know if any of your contact details change.

Point of supply

- 14.32 With the exception of metering equipment, you are responsible for

the maintenance, repair, replacement, enhancement and safety of all LPG supply equipment beyond the point of supply and you take all risk in the LPG at the point of supply.

- 14.33 You may be required to pay for, own and maintain any shared LPG equipment required to supply your premises between the network and your point of supply.
- 14.34 The LPG point of supply is usually where your gas installation (the pipes you own) connects to the outlet of the gas metering equipment, ie your side of the gas meter, this is the point at which the reticulation network ends and your pipes begin.
- 14.35 Please contact us if you have any questions about your point of supply. We will tell you how you can locate the point of supply at your premises or, if we don't know, where you can get that information.

Your responsibilities relating to the network and your LPG supply equipment

- 14.36 You have certain responsibilities relating to LPG supply and LPG supply equipment at your premises. In particular, you must:
- a) not inject LPG into the network or connect or reconnect your LPG supply equipment directly to the network
 - b) prior to connection into the gas reticulation network you must provide us with a current Gasfitting Certification Certificate (Gas Supplier Copy) as evidence that your system and appliances meet the required Regulations, Standards and Codes of Practice
 - c) let us know if you experience any issues with the quality of your LPG supply (for example, low gas pressure)
 - d) let us know if any LPG supply equipment on your premises is faulty, damaged, leaking or (in the case of metering equipment) operating inaccurately, so we can suspend your supply if necessary and carry out or arrange repair or maintenance work (or recommend contractors to do so) at your cost.

15. Interruption to your LPG supply

Circumstances where your LPG supply may be interrupted

- 15.1 Circumstances or events beyond our control may cause your LPG supply to be interrupted from time to time. Such events include those outlined in the Force majeure section and also:
- a failure or constraint on the network or upstream distribution system
 - an unforeseen supply or transmission event where the gas usage needs to be curtailed, or
 - a metering equipment failure.
- 15.2 We may need to interrupt your supply to inspect, maintain, repair, upgrade or test equipment, or for safety reasons and, in urgent unforeseeable circumstances, without notice.
- 15.3 If we give urgent notice to certain business consumers to cease taking LPG and you are one of these consumers, you must comply with our instruction as soon as reasonably practicable.
- 15.4 We will not be liable for any costs you may incur as a result of interruptions to supply.

Notice of planned interruption to your LPG supply

- 15.5 Unless otherwise agreed, we will notify you in advance of any planned interruption to your LPG supply by giving at least five business days' notice.

Information about LPG supply interruptions

- 15.6 Please call the number shown on your invoice to report or get more information about a supply interruption. This number is available on a 24-hour basis. We will update information about supply interruptions as often as possible.
- 15.7 If there is an interruption in supply, you must treat your installation as live, as it may resume without notice. You will need to disconnect or switch off any LPG equipment that could create a hazard before your LPG supply is restored. We will resume the supply of your LPG and services as soon as practicable.

Defined terms

- 15.8 What some of the words used in this booklet mean:

'business day' means any day not including a Saturday or Sunday or any public holiday.

'Deadlock' means where:

- a complaint made to us that has taken longer than 20 business days to resolve and we have not advised you in writing that there is a good reason for this, and what that reason is, or
- a complaint that is with us has taken longer than 40 business days to resolve, or

- Utilities Disputes is satisfied that:

- we have made it clear that we do not intend to do anything about the complaint
- you (as the complainant) would suffer unreasonable harm from waiting any longer, or
- it would be otherwise unjust to wait any longer.

'LPG' means liquid petroleum gas as defined in New Zealand Standard 5435 or any substituted standard, and more particularly means a material predominantly of any of the following hydrocarbons or mixtures of them: Propane (C₃H₈), Propylene (C₃H₆), Butane (C₄H₁₀) or Butylene (C₄H₈). If a particular form of LPG is to be supplied under this agreement, it will be specified in the application form.

'LPG supply equipment' means the service mains, pipes, fittings, metering equipment, meter box, meter board, or other wiring or piping and any other assets relating to the supply or use of LPG.

'meter owner' means an entity that owns and/or is responsible for installing, maintaining and repairing the metering equipment located at your premises.

'metering equipment' means any meter or associated equipment (including software) used to measure and/or provide information about your LPG usage and to regulate and/or control the supply of LPG to your premises.

'network' means the LPG supply equipment owned by us that is used to transport LPG to points of supply.

'network operator' means an entity that provides the distribution and/or transmission services to your premises, in the case of LPG, us.

'point of supply' means the point at which the responsibility for LPG supply equipment transfers to you.

'premises' and 'address' mean the property (including any building) where we agree to supply LPG to you.

'services' means the supply, distribution and transmission of LPG to your premises.

'we', 'us' and 'our' refer to Rockgas Limited and any related company, and includes their officers, employees, contractors, agents, successors and assignees.

'you' and 'your' refer to you, our customer.

15.9 Headings are for reference only and do not affect the interpretation of these terms and conditions. If any clause of these terms and conditions is ruled invalid in court, it will not affect the rest of our agreement with you, and all other terms and conditions will remain in full force and effect.

16. To contact us

Post: Rockgas Limited
Customer Service Centre
PO Box 7195, Sydenham
Christchurch 8240

Telephone: 0800 762 542

Email: LPGenquiries@rockgas.co.nz

Website: rockgas.co.nz