

Residential Fixed 2017 Plan special terms

Introduction

1. Fixed 2017 Plan is a special pricing plan that is offered to selected new and existing residential customers for **electricity and/or natural gas only**. On the Fixed 2017 Plan ("the plan"), prices will not increase for the term of the plan unless there are changes to taxes or fees, or if the information Contact has relied on to set your price requires amendment (see Clause 7 below for more details).
2. The special terms relating to the plan are set out below and in the Fixed 2017 Plan prompt payment discount terms and conditions. These should be read along with Contact's general terms and conditions of supply. If there are any inconsistencies between the three, these terms will prevail. Contact reserves the right to cancel the plan early if you are in breach of our terms and conditions of supply.
3. If you have a Fixed 2017 Plan on more than one energy type and you cancel either of them before the end of the term these special terms will continue to apply to the remaining energy supply.

Term – when will the plan apply to my account?

4. For **new customers**, the plan will start when you become a Contact customer.
5. For **existing customers**, the plan will start on the day it is applied to your account as discussed with you. (Note that it may take us up to ten working days to apply the plan to your account).
6. **Term of agreement:** The plan will continue until 31 December 2017. At the end of the plan, you will be charged the standard applicable prices in effect at that time.

Price – under what circumstances can Contact change the price?

7. Your price will be set out in your confirmation letter or Welcome Pack. Please note Contact may adjust your price as necessary:
 - a. to pass on to you any government-imposed tax, levy (including any applicable Electricity Authority Levy and Gas Industry Company fees and/or charges), assessment, duty, charge or withholding on natural gas or electricity or on this Agreement;

- b. to pass on to you any other cost to Contact as a result of new regulation; or
- c. if for any reason, the information that Contact has relied on to set the price for you under the plan is incorrect or requires amendment. For example, if the meter set-up referred to on your current retailer's bill differs to your actual set-up, or if the price category is changed by your network company. If this occurs and you no longer wish to take up the Fixed 2017 Plan, Contact may waive any applicable termination fee.

Termination – what happens if I want to end the plan early?

8. If you cancel the plan before the end of the term and switch to another energy retailer, an early termination fee of \$150 per electricity installation control point (ICP) will apply.
9. The plan may be transferred to a different property, however as our pricing varies due to a number of different factors, including region and meter set-up, if you transfer the plan, the pricing available at that property will apply.
10. If you move properties and do not want to transfer the plan to your new property, the early termination fee will be waived if you sign up your new property on another plan with Contact.

Exclusions – when might this plan not be available?

11. The plan is not available on PrePower or Fuel Card charges, or to Time of Use or business customers, or for unmetered charges.
12. The plan cannot be applied to Contact Rockgas LPG, embedded networks or in any areas where Contact does not supply electricity.
13. The plan is only available with the Fixed 2017 Plan prompt payment discount.
14. For the avoidance of doubt, these terms do not affect any other standard fees, charges or discounts, which may change, from time to time, in accordance with our terms and conditions of supply.