

# Terms and Conditions

## for Residential Internet and Telephone Services

### 1. These terms

- 1.1. These terms and conditions apply to the *internet services* and *telephone services* that we supply to *residential customers*. Any other products or services we supply to you have their own terms and conditions. Where a term relates to just one type of *service*, we will make it clear in this agreement.
- 1.2. Our agreement with you includes these terms and conditions; your *pricing plan(s)*; our *plan documents*; 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. Terms and conditions imposed by our *network providers* may apply to you.
- 1.3. Words in italics are explained at the end of this document.
- 1.4. Email questions to [broadband@contactenergy.co.nz](mailto:broadband@contactenergy.co.nz) or call us on 0800 401 373. Our address is listed on the last page if you would like to write to us.
- 1.5. If there is any conflict or inconsistency between:
  - a. these terms and conditions; and
  - b. the terms and conditions relating to your *plan* or the specific terms and conditions relating to the services you use, then the terms and conditions relating to your *plan* or the specific terms and conditions relating to the services you use will prevail over these terms and conditions.

### 2. Our services

- 2.1. Not all services are available in all areas or to all customers. We cannot guarantee our service will be available to you until it is successfully connected.
- 2.2. We are not obliged to provide services unless we accept your application. We can decide whether or not to accept any application.
- 2.3. We will be responsible for determining the manner in which the services are to be provided. For example, we may sub-contract other suppliers to provide part of any service.
- 2.4. We will use all reasonable endeavours to make our services available to you at all times. However, our services rely on us using networks and services owned by other people, including network providers. As a result we cannot promise that our services will always be available or fully functioning, and we cannot guarantee the quality, reliability and coverage of the service that will be available to you. Other issues beyond our control (such as outages and network problems), may also result in you being unable to connect or you may experience a less than an optimal service.

- 2.5. If our services are unavailable for any reason, we will endeavour to work with the relevant network providers to restore them as soon as possible.
- 2.6. While we take reasonable security precautions, due to the nature of telecommunications services we cannot guarantee the confidentiality of any calls or transmissions you make using our services.
- 2.7. Some services that rely on a phone line (such as home alarms, medical alert devices and fax machines) may not work on our services. Your relevant service providers for these devices will be able to let you know if you need to make other arrangements for continued service.
- 2.8. Our services are not suitable for use in life supporting devices or other technology with critical support functions.
- 2.9. Our services rely on power, and will not be available during any power failure. If you use our telephone services, then you will not be able to make calls (including 111 calls) until the power returns.
- 2.10. Up to date information about our current services can be found at [www.contact.co.nz](http://www.contact.co.nz), or by calling us on 0800 401 373.

### Becoming our customer

#### Making an application

- 2.11. Internet services and telephone services are only available to *residential electricity customers* of Contact on standard payment plans. Internet services and telephone services are not available to PrePay customers.
- 2.12. If you are a residential electricity customer of Contact, or if you are applying to be a residential electricity customer, you can apply to become an internet or internet and telephone customer in any area where we offer internet services by:
  - a. completing a customer application online, or
  - b. communicating with us or an authorised agent working on our behalf.
- 2.13. If you currently receive internet or telephone services from somebody else, you may need to contact those service providers directly in order to cancel those services. You will still be liable for any fees or charges owing to your other service provider.

#### Accepting your application

- 2.14. We may choose not to accept your application if:
  - a. you are not a residential electricity customer, or are not applying to be a residential electricity customer
  - b. 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)

- c. you fail to meet our product eligibility rules, or
  - d. you or someone occupying your premises has a debt owing to us or our agents from a previous account.
- 2.15. 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.
- 2.16. We may require you to agree to any other arrangements or extra terms and conditions we consider necessary before accepting you as a customer.
- 2.17. Once you have completed your application, you have committed to buying the service and/or any relevant equipment from us. If you have made a mistake, call us on 0800 401 373 within 7 days and we will do our best to resolve any problems. If you choose to cancel your service after purchase, we may charge you early termination charges and other usage charges. If you have received any equipment from us (such as a modem) you will need to promptly return it to us, unless you have purchased it. We will send you a courier bag to return the equipment and any accessories. If you do not return it to us within a reasonable time, you will be charged the replacement cost of the item.

### Suspending or restricting services

- 2.18. We or our network providers can suspend, modify, or restrict your services at any time if:
- a. required or instructed to do so by a governmental authority;
  - b. we consider it reasonably necessary to protect or maintain a network;
  - c. continued use could endanger the safety or health of any person or cause damage to any property;
  - d. your connection is causing an adverse impact on the network;
  - e. we believe that you have breached any of these terms and conditions, including our fair use policy. We will always do our best to contact you before this happens, but may not be able to do so in all circumstances.
- 2.19. We or our network providers may suspend or restrict your use of the services or disconnect you from the network without warning if a network needs urgent maintenance or upgrading, or if we suspect your account has been compromised.
- 2.20. Where our service to you relies on a network provider or other third party providing services to us, then we may need to terminate your service if the network provider or other third party is unable or unwilling to provide a continued service to us. Where this occurs we will provide as much notice as we are reasonably able.

### Moving house

- 2.21. When you move, you will need to stop all services at your original home to avoid unwanted charges. If you want to transfer your services to your new house then in some cases you may be required to pay a transfer fee to cover the cost of installing the services at your new house.
- 2.22. If you are using the modem we have provided you will need to take this modem with you to your new house.
- 2.23. If you are on a fixed term contract then you must transfer your services to your new house and transfer fees may apply. If you don't, then you may be required to pay an early termination fee. This does not apply if you ask us to supply services at your new premises and we are not able to.
- 2.24. If you change your address or phone line, give us at least 15 *business days*' notice and we will use our reasonable efforts to have you connected at the time you request.

If you give us less than 15 business days' notice, we will endeavour to connect you at the time of your request, but it may not be possible. Depending on where you move to, we may not be able to provide you with the same Services.

- 2.25. These timeframes will not apply:
- a. if the new address has not had internet and telephone services sometime in the previous month
  - b. if a technician is required at the house and you are not available to grant access, or
  - c. to fibre plans.

## 3. Charges

### Our fees and charges

- 3.1. We will charge you for internet and telephone services and any other services we provide to you at the rates set out in our pricing plans or other applicable terms and conditions. *Regular fixed charges* are payable in advance. Usage based charges (such as toll calls) and other fees (such as connection fees) are payable in arrears.
- 3.2. You are responsible for all fees and charges associated with your account, including any fees and charges incurred by any other person (whether authorised or unauthorised) who accesses your services.
- 3.3. Our fees and charges may change from time to time. You can read more about fees and charges under 'Service fees' on our website.
- 3.4. We may pass on fees or charges from regulatory agencies, network providers and other suppliers that relate to the supply of services to you. 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, technician or arborist).
- 3.5. If you choose to rent or purchase a modem from us, charges will be billed at the same time as your monthly broadband charges. If purchasing a modem from us we will apply a one-off charge alongside your first broadband charge after purchase. If renting a modem, charges will appear each month until you terminate your broadband service with us.

### Additional fees

- 3.6. 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.

### Your invoice

- 3.7. Unless we agree or tell you otherwise in writing, we plan to send you a combined invoice every month for your electricity, natural gas (if any), internet and telephone charges. Your invoice will clearly show the due date for payment and will itemise:
- a. the quantity and cost of services supplied or estimated to be supplied
  - b. the period each charge relates to
  - c. any fees and charges (the amounts payable may be rounded)
  - d. any taxes and levies
  - e. any charges for other products or services you have asked us to provide, and
  - f. any penalties or other charges additional to our usual fees on your invoice.

- 3.8. More detailed information about your charges and use of our services is available on the *customer portal*.
- 3.9. Your final invoice for internet and telephone services may arrive up to 6 weeks after your final invoice for electricity, depending on which services you use and whether your billing periods for each service end on the same day or not.

### **Paying your invoice**

- 3.10. You must pay all our fees and charges as shown on your invoice in full and by the due date shown on your invoice. 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.
- 3.11. Details of payment discounts and other offers available, if any, are available on our website, or by calling our call centre. In order to be eligible for any of these, you will need to comply with the terms and conditions of the relevant discount or offer.
- 3.12. When we receive payment from you, we may use that to pay any overdue amount (including amounts you owe us for electricity or gas) before paying your current fees and charges.

### **Payment methods**

- 3.13. You can pay your invoice in a number of ways. Some payment methods may not be available for certain products, services or customers. Contact us or visit our website to find out more.

### **Problems paying your invoice**

- 3.14. 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. If you continue to have problems making payments, we may need you to change to a different payment method. Not paying your invoices may affect your eligibility to receive services or other products from us.
- 3.15. If you fail to pay any of our fees and charges in full and by the due date, we may register your payment default with a credit reporting agency and/or suspend or terminate your use of any service we provide to you (which may include disconnecting your electricity or gas supply).

### **Payment arrangements**

- 3.16. If we have agreed a payment arrangement with you, you must keep to the terms and conditions of that arrangement. If you don't honour that arrangement, we may disconnect any service we provide to you (including your electricity or gas supply).

### **Late invoices**

- 3.17. 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.
- 3.18. 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 2 months but less than 3 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 3 months after the end of the period it covers, we may negotiate an appropriate discount and payment period with you.
- 3.19. No interest is payable on late invoices.

### **Incorrect invoices**

- 3.20. 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). 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.
- 3.21. If we have made an error with our invoice (irrespective of the cause) and overcharged you, we will promptly credit any overcharged amounts.
- 3.22. No interest is payable on any amount that has been overpaid or underpaid.

### **Disputed invoices**

- 3.23. 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. In some circumstances, this may involve seeking information from our network providers or other third parties.
- 3.24. When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your services 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**

- 3.25. 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**

- 3.26. 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.

## **4. Your obligations when using the services**

- 4.1. You must:
  - a. not use our services in a way which:
    - i. breaks any laws
    - ii. breaches your agreement with us
    - iii. infringes anyone's rights, or
    - iv. is malicious, obscene or offensive
  - b. not resell any services to another party
  - c. only use the services for residential or private use and not for business or commercial purposes
  - d. use our services in a reasonable and responsible manner
  - e. comply with any reasonable restrictions we, or our network provider, impose(s) regarding the use of our services
  - f. comply with any reasonable directions we, or our network provider, give(s) regarding the use of our services
  - g. ensure that all information you give us is correct and, where any information you have supplied to us changes (such as contact details), provide us with updated information as soon as possible
  - h. agree that we can act on any verbal instructions you give us in relation to the services, and

- i. comply with the fair use policy, and understand that we and/or our network providers may enforce the fair use policy where either of us reasonably believe, acting in good faith, that your usage of the services is excessive and/or unreasonable as detailed in the fair use policy. In addition to the standard fair use policy, specific fair use terms may also apply to certain services as communicated in the terms and conditions applicable to such services, the relevant plan or on our website.
- 4.2. You are also responsible for making sure that anybody else who you allow to use the services acts in accordance with these terms and conditions as well.

### Passwords

- 4.3. You are responsible for keeping safe any passwords you have for accessing your account. You are responsible for anything someone does while using your account number and password, so you should ensure that you only share your password with authorised people on your account.

### Copyright and law enforcement

- 4.4. We do not proactively monitor what content you download or access, however we must act on lawful requests for information and/or interception as well as infringement notices which we receive under the Copyright (Infringing File Sharing) Amendment Act 2011. This action may include sending you an infringement notice.

## 5. Installation

- 5.1. We may install *equipment* and carry out other work at your premises in order to provide you with the services. We and/ or our network providers may charge a fee for installation. If we do, we will tell you what it will be beforehand, and you will be able to cancel the services if you do not want to proceed.
- 5.2. We can decide not to perform an installation for any reason, including where we consider it uneconomic to connect you, or where we think it would be unsafe to carry out the work at your premises. We can make this decision at any time, including after we have accepted your application and after the technician has visited your home.
- 5.3. Installations will take place Monday-Friday (except public holidays). If a visit is required to your home, we will do our best to arrange a time that is convenient for you. If we install equipment or carry out work at your home, you must allow us and our contractors access as and when we reasonably require for the purposes of installing, maintaining, monitoring and removing that equipment or carrying out that work. You will need to stay at the premises until the work is finished, or you can arrange for someone who is over 18 and able to make decisions on your behalf to stay for you.
- 5.4. If necessary, you must obtain any necessary consents to enable our access. If you do not own the property you will need to confirm that the landlord has consented to us performing the installation.
- 5.5. You are responsible for maintaining the sockets and wiring at your home and for providing suitable environmental conditions for any equipment and the services, including reliable electricity supply with surge protection, if applicable.
- 5.6. We may charge you a cancellation fee if you are not home at the time arranged for your installation or if you decide to cancel your order, through no fault of us or the installer, after we have accepted your order and arranged an installation date. You will not be charged a cancellation fee if you cancel the installation because we or a network provider advises you that installation fees or charges are payable and you decide not to proceed with the installation.

## 6. Equipment

- 6.1. We may install equipment at your house, or provide you with equipment to help you connect to the network. Where we do, you must not interfere with that equipment, or allow anyone to work on it who hasn't been authorised by us to do so.
- 6.2. You are responsible for any equipment on your property, and must pay for it to be repaired or replaced if it is ever lost, stolen, or damaged. We recommend that you have appropriate insurance in place to cover this risk.
- 6.3. If you provide any of your own equipment (for example, your own modem, or equipment to use telephone services), you are responsible for ensuring that it is compatible with our services and that it does not interfere with our equipment or the network. We will not be able to help you if this equipment is faulty or if it is not compatible with our services.
- 6.4. You are responsible for ensuring that your internet enabled devices (for example, laptops, TVs, PCs, etc) are functioning properly and are compatible with the services.

## 7. Telephone services

- 7.1. This clause applies if we provide telephone services to you.
- 7.2. Our telephone services are provided over the internet, and so we cannot guarantee that they will always be available. If your internet is not currently connected or there is a fault with the network then your telephone services will not work.
- 7.3. Equipment to make voice calls is not provided as part of our services. If you want to use telephone services you will need to acquire your own equipment

### Charges

- 7.4. There is a minimum one-minute charge for all calls. Charges for calls lasting longer than one minute are charged by the second after the first 60 seconds.
- 7.5. Calls to international numbers and numbers outside your local area will be charged at the rate published on our webpage: [contact.co.nz/residential/broadband#Homelines-and-VoIP](http://contact.co.nz/residential/broadband#Homelines-and-VoIP), which may change from time-to-time. Calls to 0900 numbers, premium service calls and any value added services will be charged at the rate published by the telecommunications service provider of that number, plus (if applicable) our standard charges for national or international calls.
- 7.6. Calls are charged at the rate which is applicable when the call is started.
- 7.7. From time to time we will offer call bundles for specified call types or locations. Special terms will apply to these bundles, which will clearly state what is included in each bundle and any limitations on usage (for example, maximum call lengths). Usage over and above the amount included in the bundle or calls longer than any permitted maximum will be charged at standard prices.
- 7.8. Where available, detailed information about calls made to and from your number is will be available in the *customer portal*.

### Numbers

- 7.9. Any phone number we allocate to you does not become your property. If we need to change your number, we will give you as much notice of the change as we can.
- 7.10. You can port your old telephone number to us by asking us when you apply to be a customer. By asking us to port your old number, you are authorising us to contact your old service provider and to give them any information about you (and your services) necessary to

port your number.

- 7.11. You can port your telephone number to another service provider by contacting that service provider
- 7.12. If you wish your details to be available through directory assistance and/or in the White Pages then we will pass your name, number and address to Yellow Pages Group Limited. You agree that Yellow Pages Group Limited can use your details for those purposes.

## 8. Internet services

- 8.1. This clause applies if we provide internet services to you.
- 8.2. You must not knowingly transmit any malware or use our services in a manner which is likely to or is intended to damage or compromise the security of our network or anyone else's network.
- 8.3. You must abide by the terms of the local fibre company's or other network provider's end user terms, which will apply to you as the end user of internet services. The applicable terms will depend on which area you live in. More information is available at [www.crownfibre.govt.nz/crown-partners/](http://www.crownfibre.govt.nz/crown-partners/).
- 8.4. You must not:
  - a. bring our brand, or the brand of the network provider or any third party whose services we use to supply internet services to you, into disrepute.
  - b. use our intellectual property rights, or the intellectual property rights of the network provider or any third party whose services we use to supply internet services to you, without prior written consent.
- 8.5. We do not control the information that can be accessed through the internet. Accordingly we are not responsible for any inaccurate, illegal or offensive information which may be obtained from your use of our services. We are also not liable for any malware or other harmful code which you download via the internet.

### Modems

- 8.6. You will need a suitable modem to use our internet service. You can purchase or rent a modem from us, or you can use your own. When we supply you with one of our modems.
  - a. We may supply you with a modem that has been refurbished. The make and model may vary depending on available stock. Prior to delivery to you, we will ensure the modem is tested to be of acceptable quality and has been reset to factory default.
  - b. Ownership of rental modems supplied remains with us. Rental modems must be returned to us, or our nominated third party when you cease using our broadband service. We will provide you with a courier return bag.
  - c. Payment for a modem purchased from us will transfer ownership to you and it will become your responsibility when you receive it.
- 8.7. If you use the modem we provide, then our support team can help with any problems you might have with it and the modem will be covered by applicable warranties in the Consumer Guarantees Act 1993. If you use your own modem, we cannot guarantee that it will be compatible with our services, or that it will remain compatible, and our support team will not be able to help with any issues you have with it.
- 8.8. We and our network providers reserve the right to occasionally manage your modem to ensure a high level of security within any network. This may include such tasks as updating router firmware, updating DNS settings and updating or changing general settings.

### Speeds

- 8.9. Our plan speeds represent the theoretic maximum

speeds at which you are able to send data to or receive data from the network. Actual speeds you experience depend on many different factors such as network providers' delivery of data to or from the network, your phone line quality, your equipment, number of users accessing the services in your home and many other factors. We cannot guarantee that our services will always be available or that they can always be used for any particular purpose.

- 8.10. If you are on an uncapped or unlimited plan, the total amount of data you can upload or download is unlimited. We and/or the network providers may use traffic prioritisation policies for these plans to protect the network and improve the overall performance amongst our customers. Other factors may influence the particular speeds or latency you can achieve to servers nationally and internationally. Our control of these speeds is limited. Connections to servers outside our network providers' networks are on a 'best effort' basis. It may not be possible for you to achieve your desired or expected speeds or latency where you are connecting to equipment outside our control.

## 9. Term and termination

- 9.1. Where you wish to terminate a service you must do so:
  - a. by emailing us at [broadband@contactenergy.co.nz](mailto:broadband@contactenergy.co.nz); or
  - b. by calling us on 0800 401 373.

### Fixed contract terms

- 9.2. If your plan has a fixed contract term or you have agreed to use a service for a fixed contract term, then you must do so. You will be liable for any applicable early termination charges if you cancel within the fixed contract term, change to another plan or sign up for a new fixed term before your current term has ended.
- 9.3. Entitlements under a fixed contract cannot be redeemed or transferred to any other person.

### Month-to-month

- 9.4. For services where there is no fixed contract term, or where the fixed term has expired, either of us can terminate that service on giving the other 30 days' prior notice.

### Termination

- 9.5. We can terminate the provision of any service to you at any time if:
  - a. you have not complied with these terms and conditions, or with any other terms and conditions applicable to your use of the services (including any network provider's terms and conditions that apply to you)
  - b. we reasonably believe that you have supplied incorrect or misleading information to us
  - c. you fail to pay any of our fees and charges in full and by the due date (including fees or charges for electricity or gas)
  - d. you or anyone who makes use of your service or your equipment (with or without your authorisation) damages our or a network supplier's network or puts our or a network supplier's network at risk
  - e. you harass, abuse or threaten our team members
  - f. you stop being a Contact residential electricity customer, or you change to an electricity payment plan that is incompatible with our internet services, or
  - g. you no longer meet the eligibility rules for the services.
- 9.6. If your services are terminated for any reason you must

still pay us for your use of the services provided to you up to the date of termination which may also include charges to the end of your billing period.

## 10. Faults and call-out services

- 10.1. We will try to resolve any fault that you report to us as quickly as possible. If we send a technician to your house and no fault is found, or the fault is with equipment in your home, there may be a minimum charge (such charge may vary from time-to-time, so please call 0800 401 373 for up-to-date prices). If we send a technician to your house and no one is home they will leave a contact card. If you have not responded to this within 2 business days the fault will be closed and a callout fee may be charged.

## 11. Consumer protection laws and liability

- 11.1. The Consumer Guarantees Act 1993 and the Fair Trading Act 1986 apply alongside these terms. You can visit [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz) to find out more about your rights under this legislation. Nothing in these terms and conditions (including this clause 11) limits any rights you may have under the Consumer Guarantees Act 1993 and/ or the *Fair Trading Act 1986*.

### Forces outside our control

- 11.2. We strive to always provide quality services and to exercise reasonable skill and care in performing our obligations to you. However, in rare circumstances, we may be prevented from doing so because of an act of God, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance beyond our reasonable control. Other issues beyond our control (such as outages, network problems and problems with our network providers) may also prevent us from being able to supply services to you. If that happens, we will try to let you know about it as soon as we reasonably can. Where those circumstances prevent us from providing services to you, our obligations to you will be suspended in relation to the affected services and we are not liable to you in those circumstances.
- 11.3. You acknowledge that no network provider or third party whose network or telecommunications services we use to supply services to you (nor any officer, employee, contractor or agent of any such third party) is in any way liable to you in connection with any fault or defect in that network or those telecommunications services that affects our services. This clause is intended to confer a benefit which those third parties can enforce. This clause does not affect any rights or remedies available to you under the Consumer Guarantees Act 1993 or Fair Trading Act 1986. For local fibre companies' liability to you when carrying out installations, please see your local fibre company's end user terms (referred to in the 'Internet services' section of these terms and conditions).

### Our liability to you

- 11.4. If we or anyone described in clause 11.3 are ever liable to you for losses arising from a breach of these terms and conditions or for our negligence, our maximum combined obligation to pay damages or losses is limited to \$5,000 for any one event and a total of \$10,000 in respect of all events in any 12 month period.
- 11.5. We accept our liability to you for breach of contract or negligence and for breach of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. However, we

are not liable for loss to the extent that it is caused or contributed to by you.

### Your liability to us

- 11.6. You accept your liability to us for your breach of your agreement with us or your negligence. However, you are not liable for loss to the extent that it is caused or contributed to by us.
- 11.7. Your liability to us under this clause is limited to \$5,000 for any one event and a total of \$10,000 in respect of all events in any 12 month period. This limitation does not apply to your obligation to pay any outstanding charges or for any loss or damage caused by fraud, wilful breach or wilful damage.

### Minimise your loss

- 11.8. If you suffer any loss as a result of your agreement with us, you must take reasonable steps to avoid or minimise your loss. We are not liable for any loss that results from your failure to take those reasonable steps. Also, we will never be liable to you for any indirect or consequential loss, or for any loss of profits, revenue, goodwill or business.

## 12. Information and privacy

### Information we need from you

- 12.1. We need some information from you so we can supply you with services. 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

- 12.2. For the purposes listed below, we may obtain information about you from any 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.

### Storing your personal information

- 12.3. We will keep your information secure and, for individuals, will hold your personal information in accordance with the Privacy Act 2020.

### Using your information

- 12.4. You authorise us to use, disclose and match any information about you and your services, and your use of those services, for the following purposes, including:
- for any purpose authorised by you, including communicating with authorised persons and alternate contacts
  - to confirm your identity
  - to supply internet and telephone services and any other products or services you have asked for e.g third party technicians
  - to administer your account (including invoicing you, sending notices or communicating with you)
  - to help improve our customer service, including monitoring and following up questions and complaints
  - to help develop and/or improve products and services
  - 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)
  - to conduct market research, including to disclose to a market research organisation for the purpose of contacting you or conducting market research on our behalf
  - to meet the requirements of these terms and

conditions, the law, industry rules and codes of practice

- j. to meet the requirements of our upstream suppliers
  - k. to disclose to our related companies, as defined in the Companies Act 1993
  - l. 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
  - m. to avoid prejudice to the maintenance of the law by any public sector agency, including the prevention, detection, investigation, prosecution and punishment of offences
  - n. to verify your credit and payment history with your previous internet or telephone supplier
  - o. to disclose to a network provider for the purpose of installing, maintaining or operating the network or communicating with you, and
  - p. to disclose to the Commerce Commission, or any other government agency or regulatory body, industry body or relevant industry complaints scheme.
- 12.5. In addition, there may be occasions where we disclose your information in other ways that are in accordance with the Privacy Act 2020.

### Communications we have with you

- 12.6. 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.
- 12.7. We may also use recordings to train our employees and authorised agents and/or to monitor the level of service they are providing.

## 13. Complaints

- 13.1. If you have a complaint about our supply of internet or telephone services to you or any other service we provide, please contact our free internal complaints service in the first instance.
- Email [broadband@contactenergy.co.nz](mailto:broadband@contactenergy.co.nz)  
Phone 0800 401 373 for residential customers  
Post Contact Energy Limited  
PO Box 624  
Wellington 6140
- 13.2. We will try to resolve your complaint straight away and will acknowledge your complaint within 2 business days of receiving it. If we can't resolve it straight away, we will give you a response within 7 business days. If it is complex or involves other parties (including network providers), we will investigate on your behalf. In some cases, we may refer you or your complaint to a network provider or other third party. We will let you know if we do this.
- 13.3. You must continue to pay any undisputed amounts to us while we are considering your complaint.

## 14. Contacting you

- 14.1. 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.
- 14.2. 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. 3 days after being posted to you
  - c. at the time an email was transmitted by us to your email address.
- 14.3. You need to let us know if any of your contact details change.

## 15. Changes to our agreement

### Beneficial/neutral changes

- 15.1. We can make changes to these terms and conditions, our fees and charges, our plan documents and any other part of our agreement if those changes will benefit you, or will not be detrimental to you, at any time without giving you notice.

### All changes

- 15.2. We can also make changes (including changes that would be detrimental to you, such as increasing the price) to these terms and conditions, our fees and charges (other than international calling rates), our plan documents and any other part of our agreement by giving you at least 30 days' notice 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. including a statement in a customer newsletter
  - e. notifying you by other electronic means
  - f. including a statement on your invoice, or
  - g. a combination of the above.
- 15.3. We can make changes to international calling rates payable by you by publishing updated calling rates on our website and giving you 5 days' notice of the changes.

### Detrimental changes

- 15.4. If you are on a fixed contract term and we increase the price for the services you use, or if we make any change that negatively affects your use of our services, then you will be allowed to cancel your fixed contract without paying any early termination fees. If you are not on a fixed term, then you will be given the chance to terminate your agreement with us before any such changes take effect.

## 16. General

### Assignment

- 16.1. You must not assign your rights under this agreement. We can transfer our rights and obligations under this agreement to anyone else. We will notify you if we do so.

### Delay

- 16.2. A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.

### Applicable law

- 16.3. These terms and conditions are governed by New Zealand law.

## 17. Defined terms

### Definitions

- 17.1. What some of the words used in this document mean:

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

'customer portal' means the portal where customers can view their internet and call usage.

'equipment' means any hardware, software or other infrastructure used in connection with a service.

'fair use policy' means our fair use policy, available at the end of this document, and as amended from time to time.

'internet services' means services that provide internet access and email and other services provided in conjunction with internet access.

'network' means the telecommunications system used to provide the services to you and other customers. 'network provider' means CallPlus Services Limited, Chorus New Zealand Limited, Spark New Zealand Trading Limited, Vodafone New Zealand Limited, local fibre companies, and any third party with whom we have an arrangement to resell services.

'plan' means one of the different levels (by reference to such factors as we decide, for example mode, price, speed, volumes of data, regional or other availability and minimum term) of services offered by us. These may change from time to time.

'plan document' means any document published by us describing the characteristics of any plan. These may change from time to time.

'pricing plan' means the relevant pricing plan(s) for services that applies to you, as published or advised by us. These may change from time to time.

'regular fixed charge' means a charge that is fixed, and is not calculated by reference to volumes of data transferred or stored, or time online, or other variable factors. Examples include monthly payments for internet access, and monthly charges for call bundles

'residential customer' means a natural person who acquires internet services or telephone services for personal, household or domestic use.

'residential electricity customer' means a residential customer who receives electricity and/or gas services from Contact.

'services' means the internet services and telephone services (if any) specified in each plan document and such other internet and telephone services as Contact agrees to supply. References to services include the sale of equipment.

'telephone services' means services that allow customers to make and receive voice calls over the internet, and any associated services (such as voice mail and call waiting).

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

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

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.

### Fair Use Policy

Fair Use Policy: Our Fair Use Policy has been developed by reference to average customer profiles and estimated customer usage of our services. From time to time, we and/or our network providers may monitor usage patterns. If your usage of our services (a) materially exceeds estimated use patterns over any week or month, (b) is inconsistent with either normal usage patterns and/or the types of uses and purposes for which we communicate that the services are to be used for, and/or (c) includes activities such as autodialling, continuously call (or text)-forwarding, bulk texting by machines, automated texting, tele-marketing, call centres, and use of cellular trunking units (CTUs), then your usage will be excessive and/or unreasonable in accordance with this Fair Use Policy and we or a network provider may contact you to advise you that your usage is in breach of our Fair Use Policy. We or a network provider may then request that you stop or alter your usage to come within our Fair Use Policy. If your excessive or unreasonable usage continues after receipt of a request to stop or alter the nature of such usage, we or a network provider may without further notice, apply charges to your account for the excessive and/or unreasonable element of your usage; suspend, modify or restrict your use of the services and/or withdraw your access to the services. We may publish on the Contact website additional terms, requirements and/or policies relating to fair use that apply to some or all of the services which will provide further rules and details around how such services can be used. We will do this to help us prevent spamming, bullying or fraud and to ensure that excessive use of such services does not prevent our customers from enjoying such services (for example, by affecting the network).

V240502