

Contact business plan special terms and conditions

This document sets out all of Contact Energy Limited's (Contact, we, us, our) business plan special terms and conditions for particular business plans released on and from 15 September 2022. Different sections will apply depending on the combination of services and benefits that are included in your business plan. Here are the sections:

[What do I need to know about my business plan?](#)

[What do I need to know if I'm on a fixed term business plan?](#)

[What do I need to know if I receive AA Smartfuel discounts?](#)

What do I need to know about my business plan?

1. Our business plans are generally available for business:
 - a. electricity supply; or
 - b. electricity and natural gas supply.
2. Unless you're on a fixed term business plan the business plan will apply from the date we process your application or a date notified to you by us and will have no specified end date.
3. The business plan will end if you move to another property.
4. For existing customers signed up on a business plan prior to 7th September 2023, the prompt payment discount that you are eligible for, and the amount of that discount will be advised to you at the time of sign-up. To qualify for the prompt payment discount, you need to pay your bill in full and on time. From 7 September 2023 all new business plan customers and existing customers signing up to a new business plan will be offered a monthly discount instead of the prompt payment discount. This discount value will be determined by and at the sole discretion of Contact and applied to both new customers and existing customers signing a new business plan contract.
5. All services at the same premises must be on the same business plan.
6. Business plans are not available for unmetered contracts, contracts that are jointly or collectively invoiced or in conjunction with any other offer from us. For the avoidance of doubt, business plans are not available for any LPG supply.
7. Certain products, services, and offers are subject to their own special terms and conditions that will apply and will prevail should there be inconsistencies with these Contact business plan special terms and conditions.
8. The Contact business plan special terms and conditions should be read along with our General terms and conditions for residential and business customers. If there are any inconsistencies between the two, the Contact business plan special terms and conditions will prevail.
9. We may cancel any business plan early if you are in breach of any of our terms and conditions.
10. We may make minor changes to the Contact business plan special terms and conditions at any time. Where the changes are material, the process outlined in our General terms and conditions for residential and business customers will apply.

What do I need to know if I'm on a fixed term business plan?

11. The business plan will apply from the date we process your application or a date notified to you by us and will continue until the date advised to you at the time of sign-up (the **Fixed Term**).
12. When the Fixed Term ends, your plan will change to our Business Freedom Plan or our closest equivalent plan available at that time, or to another plan offered by us and accepted by you.
13. During the Fixed Term, we will not adjust your price due to changes in the wholesale cost of energy or the cost of providing our retail services (such as metering, billing and customer care). However, the rates on your bill are comprised of other factors which are subject to change as outlined in the following subclauses:

- a. We may adjust your price:
 - i. to pass on to you any other cost to us as a result of new regulation, government-imposed tax, levy, assessment, duty, charge or withholding on natural gas or electricity, or on this agreement;
 - ii. to pass on to you any increase in cost to us from your network company. Any increase will be adjusted to account for the monthly discount or 10% prompt payment discount and rounded. For the avoidance of doubt, this common adjustment value applies to all customers on the business plan and does not affect the monthly discount or prompt payment discount that you are entitled to; and
 - iii. if for any reason, the information that we relied on to set the price for you under the business plan is incorrect or changes. 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 or continue with the business plan, we may waive any applicable early termination fee.
 - b. These terms do not affect our additional service fees, which may change from time to time in accordance with our General terms and conditions for residential and business customers.
2. If you breach the agreement with us by ending the business plan during the Fixed Term, an early termination fee per installation control point (ICP) will apply, which we may waive at our sole discretion:
 - a. for non-account managed customers, this will be \$350; or
 - b. for account managed customers, this will be an automated minimum charge of \$350 plus a further amount depending on your allocated consumption band and the remainder of the Fixed Term of the business plan.
 3. You cannot change to one of our other plans before the end of the Fixed Term, unless at our discretion we agree it is reasonable to allow you to do so.

What do I need to know if I receive AA Smartfuel discounts?

16. AA Smartfuel discounts are only available on electricity accounts.
17. AA Smartfuel discounts will be awarded as soon as practicable after the 1st of every month from the month following the date the business plan is applied to your account. It can take up to 48 hours for the AA Smartfuel discounts to be applied and show on your AA Smartfuel account.
18. We are not responsible or liable for the application of the AA Smartfuel discounts to your account, this is the sole responsibility of AA Smartfuel Limited.
19. Upon receipt of a request from you, we will link your AA Smartfuel membership number to the nominated electricity account. AA Smartfuel discounts earned prior to the date your accounts are linked will be applied as soon as practicable after the 1st of the month following that date.
20. Your entitlement will accrue whether or not your AA Smartfuel card is registered. It is your responsibility to ensure you have registered your AA Smartfuel card with AA Smartfuel Limited.
21. If we send you an overdue payment reminder while you are on the business plan, any AA Smartfuel discounts which would have been earned by you while your payment remains overdue will be forfeited. Once you have paid any amounts owing to us you will start earning AA Smartfuel discounts on the business plan again.
22. The offering of AA Smartfuel discounts to customers and the changing of the terms upon which AA Smartfuel discounts are offered in the future are solely at our and/or AA Smartfuel Limited's discretion.
23. AA Smartfuel discounts can be used once on up to 50 litres of fuel and your AA Smartfuel account balance will return to zero after each redemption. Once accumulated, discounts must be redeemed by the end of the following calendar month, for example, a fuel discount dated 1 July 2022 through

31 July 2022 will expire on 31 August 2022. AA Smartfuel terms and conditions apply which can be found on the AA Smartfuel Limited website.

24. We will send the details of the AA Smartfuel discounts you have earned on the business plan to AA Smartfuel Limited. Any information relating to you and your participation in the AA Smartfuel programme through us may also be used by us for marketing, planning, product development, research and other commercial purposes.

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