

# Contact residential plan special terms and conditions

This document sets out all of Contact Energy Limited's (**Contact, we, us, our**) residential plan special terms and conditions for particular residential plans released after 10 June 2019. Different sections will apply depending on the combination of services and benefits that are included in your residential plan. Here are the sections:

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

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

[What do I need to know if I have broadband?](#)

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

[Which residential plans have additional special terms?](#)

## What do I need to know about my residential plan?

1. Our residential plans are generally available for residential:
  - a. electricity supply;
  - b. electricity and natural gas supply; or
  - c. a combination of either clause 1a and 1b above with broadband supply.
2. Unless you're on a fixed term residential plan the residential 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 residential plan will end if you move to another property.
4. All services at the same premises must be on the same residential plan.
5. Residential plans are not available with PrePower, any Rockgas Limited (**Rockgas**) LPG supply, unmetered supply, or in conjunction with any other offer from us unless at our discretion. Rockgas LPG pricing is subject to change and will be confirmed to you in your confirmation letter from Rockgas. However, you may be entitled to certain residential plan benefits because you have Rockgas LPG supply which will be confirmed to you in your confirmation letter from Rockgas.
6. 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 residential plan special terms and conditions*, for example, Contact PrePay and Weekly Fortnightly Billing are available for single electricity supply only.
7. The *Contact residential 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 residential plan special terms and conditions* will prevail.
8. We may cancel any residential plan early if you are in breach of any of our terms and conditions.
9. We may make minor changes to the *Contact residential 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 residential plan?

1. The residential plan will apply from the date we process your application or a date notified to you by us and will continue until the date specified in your confirmation letter (the **Fixed Term**).
2. When the Fixed Term ends, unless otherwise notified by us your residential plan will continue, including pricing and benefits, but you will move to an open term at the expiry of the Fixed Term meaning that this "What do I need to know if I'm on a fixed term plan" section will no longer apply from that date.
3. Subject to the following sub-clauses below, energy pricing on the residential plan will not change until the end of the Fixed Term:
  - a. The Electricity Authority Levy, Gas Industry Company Fee, unmetered charges, and our Distributed Generation export rate are not covered by these *Contact residential plan special terms and conditions* and are subject to change.
  - b. We may adjust your price as necessary:
    - 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 these *Contact residential plan special terms and conditions*; and
    - ii. if for any reason, the information that we relied on to set the price for you under the residential 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 residential plan, we may waive any break fee.
  - c. These *Contact residential plan special terms and conditions* 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](#).

4. If you have broadband, the broadband pricing, including any applicable phone line and calling packages (excluding chargeable calls), will not change until the end of the Fixed Term.
5. A break fee of \$150 per installation control point (ICP) will apply if you end the plan during the Fixed Term. This includes where you want to change your residential plan during the Fixed Term. We may waive this fee at our sole discretion.

### What do I need to know if I have broadband?

1. You must have at least your electricity with us to qualify for our broadband service.
2. If you remove your broadband service with us while on the residential plan, your residential plan will change to the closest equivalent residential plan available, or to another residential plan offered by us and accepted by you.
3. You can change your broadband and calling services at any time on the residential plan. Any change in service will be subject to the price applicable to that service at the time of your requested change.
4. Clause 7 in the "[\*What do I need to know about my residential plan?\*](#)" section is replaced with this clause 4: The *Contact residential plan special terms and conditions* should be read along with our [\*General terms and conditions for residential and business customers\*](#) and our [\*Terms and Conditions for Residential Internet and Telephone Services\*](#). If there are any inconsistencies between the three, the *Contact residential plan special terms and conditions* will prevail.

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

1. AA Smartfuel discounts are only available on electricity accounts.
2. AA Smartfuel discounts will be awarded as soon as practicable after the 1st of every month from the month following the date the 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.
3. 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.
4. 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.
5. Your entitlement will accrue whether or not your AA Smartfuel card is registered. It is your responsibility to ensure you have registered your card with AA Smartfuel Limited.
6. If we send you an overdue payment reminder while you are on the 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 plan again.
7. 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.
8. 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 2020 through 31 July 2020 will expire on 31 August 2020. AA Smartfuel terms and conditions apply which can be found on the [AA Smartfuel Limited website](#).
9. We will send the details of the AA Smartfuel discounts you have earned on the residential 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.

### Which residential plans have additional special terms?

The following terms and conditions are unique to specific plans and will apply in addition to, and will prevail over should there be inconsistencies with, the above applicable terms and conditions.

#### Basic plan special terms

1. In addition to the service combinations outlined in clause 1 of the "[\*What do I need to know about my residential plan?\*](#)" section, the Basic plan is available for residential natural gas supply only.

#### Bach plan special terms

1. The Bach plan is available on secondary residential properties, only when you have your primary residence on electricity supply with us, for residential:
  - a. electricity supply; or
  - b. electricity and natural gas supply. If you have electricity and natural gas with us at the same premises then both must be on the plan.
2. Low User, distributed generation, and broadband options are not available with the Bach plan.

### Simplicity Bundle plan special terms

1. The Simplicity Bundle plan is available for residential:
  - a. electricity and natural gas supply; or
  - b. electricity, natural gas, and broadband supply.
2. This plan is designed for customers who are moderate gas users using at least 2,000 kilowatt hours (kWh) per year. We may remove you from the Simplicity Bundle plan if we can see that it is unlikely you will use at least 2,000kWh per year. Should we remove you from the Simplicity Bundle plan in accordance with this clause 2, we will put you on the Basic plan.

### Dual Fuel Fixed plan special terms

1. The Dual Fuel 2020 LPG and Electricity Plan Special Terms is only available for residential:
  - a. electricity and Rockgas 45kg Bottled LPG supply; or
  - b. electricity, Rockgas 45kg Bottled LPG and broadband supply.
2. The plan is available to customers who sign up to it between 19 October 2020 and 14 December 2020 and will no longer be available after 14 December 2020.
3. The sets of general terms and conditions outlined in clauses 3.a. to 3.c. will apply to the plan depending on the relevant service (collectively the **General Terms**). These Contact residential plan special terms and conditions should be read along with the General Terms and to the extent that these special terms conflict with the General Terms, these special terms will prevail. The General Terms are:
  - a. Contact's General terms and conditions for residential and business customer will apply to the supply of electricity;
  - b. The Sale and Supply of Rockgas LPG terms and conditions will apply to the supply of bottled LPG;
  - c. The Contact Terms and Conditions for Residential Internet and Telephone Services will apply to the supply of broadband, if applicable.
4. Electricity rates and the Rockgas 45kg Bottle price is fixed until 31 December 2021.
5. When the plan ends as specified in clause 4 above, unless otherwise notified by us or Rockgas your residential electricity and Rockgas LPG plan will continue, including pricing and benefits, but you will move to an open term at the expiry of the plan meaning that this Dual Fuel Fixed Plan Special Terms section will no longer apply from that date.
6. If you cancel your supply of either electricity or Rockgas 45kg Bottled LPG prior to the end of the plan term as specified in clause 4 above then;
  - a. we may move your electricity supply onto our Basic plan or closest equivalent at the time;
  - b. we may move your broadband onto the relevant, in market price point at the time; and / or
  - c. your Rockgas 45kg Bottled LPG may be charged at the applicable in market rate at the time.