# **Business Fuel Rewards Plan** special terms

#### Introduction

- The Business Fuel Rewards Plan ("the Plan") is available for business:
  - a. electricity supply; or
  - 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.
- The Plan special terms should be read along with our General terms and conditions for residential and business customers. If there are any inconsistencies between the two, the Plan special terms will prevail.
- 3. We reserve the right to cancel the Plan early if you are in breach of any of our terms and conditions.

#### When will the Plan start and end?

- The Plan will apply from the date we process your application or at a date notified to you by us and will continue until 30 June 2021.
- When the Plan 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.
- 6. The Plan will end if you move to another premises.

## Under what circumstances could my pricing change?

- 7. 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 clauses 8 and 9 below.
- 8. We may adjust your price:
  - a. to pass on to you any other cost to us as a result of new regulation, governmentimposed tax, levy, assessment, duty, charge or withholding on natural gas or electricity, or on this Agreement; and
  - to pass on to you any increase in cost to us from your network company. Any increase will be adjusted to account for a 10% prompt payment discount and rounded. For the avoidance of doubt, this common adjustment value applies to all customers on the Plan and does not affect the prompt payment discount that you are entitled to; and
  - c. if for any reason, the information that we relied on to set the price for you under the 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

Plan, we may waive any applicable early termination fee.

 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.

#### What happens if I breach the agreement?

- If you breach the agreement with us by ending the plan early, an early termination fee per installation control point (ICP) will apply:
  - a. for non-account managed customers, this will be \$350; or
  - for account managed customers, this will be an automated minimum charge of \$350 plus a further amount of additional damages calculated on a case-by-case basis.

We may waive this at our sole discretion.

 You cannot change to one of our other plans before the end of the Plan, unless at our discretion we agree it is reasonable to allow you to do so.

#### How do I qualify for the prompt payment discount?

- The prompt payment discount that you are eligible for and the amount of that discount is set out in your confirmation letter.
- 13. To qualify for the prompt payment discount, you need to pay your bill in full and on time.

### What do I need to know about AA Smartfuel discounts?

- 14. AA Smartfuel discounts are only available on electricity accounts.
- 15. 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.
- 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.
- 17. 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.
- 18. 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.
- 19. 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.



- 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.
- 21. The redemption and expiry of AA Smartfuel discounts is governed by the terms and conditions of the AA Smartfuel programme which can be found at www.aa.co.nz/site-info/terms-and-conditions/aa-smartfuel/
- 22. We will send the details of the AA Smartfuel discounts you have earned on the 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.

#### When might this Plan not be available?

23. The Plan is 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, the Plan is not available for any LPG supply.

