



Effective 1 November 2005

Terms and conditions
for the sale and supply of

**Contact Rockgas LPG
to residential
reticulated
customers**



contact

Your local
rockgas
supplier

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01

Introduction

- 1.1 This Agreement is between Rockgas Limited and the customer named in the attached Gas Supply Application Form and covers the supply of reticulated gas to the customer.
- 1.2 The Agreement comprises the terms and conditions that follow, together with the Gas Supply Application Form and our Tariff Schedule as amended from time to time.
- 1.3 This Agreement is subject to all statutes and regulations that apply to the supply of gas.

02

Commencement of supply

- 2.1 This Agreement will begin on the date that we sign the Gas Supply Application Form. If application is made by more than one person, then each applicant is jointly and severally liable for all charges incurred.
- 2.2 We may refuse to supply you if you owe money to us for gas previously supplied to you, or if you do not provide the required information on the Gas Supply Application Form, or if any installation or appliance at your property does not have an appropriate certificate of compliance or does not comply with other relevant legal requirements.
- 2.3 We may refuse to supply gas to your property if we consider it to be unsafe or if we consider the access to the property to be unsafe.

03

Term

- 3.1 This Agreement will be for an initial term of three years from the date of this Agreement.
- 3.2 Unless one party gives to the other at least 30 days' notice in writing (time being of the essence) prior to the end of the term that it wishes to terminate the Agreement at the end of the term, this Agreement will continue in force for a further term of three years, on the same terms and conditions (including this provision).
- 3.3 This clause is subject to the rights of termination set out in clause 19.

04

Our service

- 4.1 We will use our best endeavours to ensure a continuous and uninterrupted supply of gas to your property through our gas reticulation system but we cannot and do not guarantee this.
- 4.2 We will provide services to you in accordance with standards reasonably expected of an operator of a gas supply business in New Zealand and in compliance with all laws applicable to the supply of gas. You agree to provide us with any information we may reasonably need to enable us to comply with these laws.
- 4.3 While this Agreement applies to you, the only gas product you may purchase for use in connection with your home or by use of our Equipment is gas supplied by us. This restriction applies unless and to the extent that we are unable to supply your requirements and we give our prior consent to you purchasing other gas product.

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Point of delivery

- 5.1 Your Point of Delivery is at your side of the gas meter. At this point ownership and risk in gas passes from us to you. You bear all risk of loss or damage arising out of or in any way directly or indirectly connected with the gas after passing ownership and risk to you. You are responsible for any pipes and equipment (except metering and control equipment) between the Point of Delivery and the gas appliances on your property.
- 5.2 You must not take gas before it reaches the Point of Delivery or otherwise without use of the meter provided.

06

Interruption to supply

- 6.1 Your supply may be interrupted due to factors such as unforeseen weather conditions, natural disasters, transmission supply faults, transportation delays, lack of stock or supply, interruption to gas production facilities and accidents, and due to other reasons that are beyond our reasonable control.
- 6.2 We may also need to interrupt your supply to inspect, maintain, repair, upgrade or test equipment, or for safety reasons. We will endeavour to inform you as soon as practicable of any interruption, and restore supply as soon as possible.
- 6.3 We may ration gas in the way we believe is best if there is a shortage, reduction, interruption or delay of supply to us.
- 6.4 We will not be liable for any costs you may incur as a result of interruptions to supply.

07

Disconnection

- 7.1 You acknowledge that the supply of gas may be disconnected:
 - (a) If you breach any of your obligations under this Agreement;
 - (b) If we, in our absolute discretion, determine that the supply should be disconnected for health or safety reasons, during any emergency or for maintenance;
 - (c) If we are instructed to do so by a person authorised under a regulatory instrument; or
 - (d) Upon termination of this Agreement.
- 7.2 If disconnection occurs for a reason that is directly attributable to you or other people on your property we may charge a fee, including a fee for subsequent reconnection, as set out in our tariff schedule from time to time.

08

Quality of gas

- 8.1 We will supply gas in accordance with the relevant laws in New Zealand, including those applicable to specification and odourisation of gas
- 8.2 You acknowledge that you have made your own enquiries as to the suitability of the gas we are supplying to you for all your purposes and do not rely on our skill and judgement as to the suitability of the gas for such purposes.

09

Rockgas equipment

- 9.1 We will install and maintain the gas meter and other control equipment, connections and pipes (“our equipment”), all of which will remain our property, in a mutually acceptable location on your property.
- 9.2 Any additional gas equipment or appliances (as listed in the Gas Supply Application Form) will be installed and maintained by you.
- 9.3 We will be entitled at any time to inspect, maintain or work on our equipment or to recover possession of our equipment for such purpose or on termination of this Agreement and for that purpose you must allow us and our agents to have safe and unobstructed access to and within your property. We will make good any damage to your property caused by us in doing this.
- 9.4 You must not interfere with or damage our equipment. You must at your expense take all reasonable precautions to protect our equipment, and you agree to indemnify us against any claim, loss or cost resulting from damage to, loss or failure of, our equipment caused in any manner other than due to fair wear and tear or negligence on our part.
- 9.5 Prior to connection into the gas reticulation network you must provide us with a current Gasfitting Certification Certificate (Gas Supplier Copy) as evidence that your system and appliances meet the required Regulations, Standards and Codes of Practice. You must notify us of any work on your property that may affect our equipment or the gas reticulation network, and you must supply us with a Gas Certification Certificate (Gas Supplier Copy), verifying compliance with Regulations, Standards and Codes of Practice.
- 9.6 You must ensure that the interest of Rockgas Limited as owner of our equipment on your property is noted on any relevant insurance policies.

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The gas meter

- 10.1 The meter will remain our property. You must protect it at all times. You must not interfere with or damage the meter.
- 10.2 We will be entitled at any time to inspect, maintain or work on the meter. You may request to be present at the time the meter is installed, maintained or tested.
- 10.3 The meter will measure the volume of gas delivered to you and the volume of gas so measured may be corrected to standard pressure, altitude and temperature at our discretion.
- 10.4 We will, at our option, read the meter monthly or two-monthly. We may estimate the volume of gas used in a particular period. We will invoice you for the gas used, or estimated to be used, in the relevant period. We may charge a fee for a final meter reading as set out in our tariff schedule from time to time.
- 10.5 We shall test the measuring equipment for accuracy whenever reasonably required, but shall not be obliged to do so more than once every 12 calendar months at our cost. If on any additional test made at your request measuring equipment is found to be within the prescribed tolerances of accuracy, you shall reimburse us for the expense of such test.

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Price

- 11.1 You will pay the price for the gas supplied according to the domestic tariff applicable from time to time listed in our Tariff Schedule.
- 11.2 The price will have two elements:
 - (a) The Supply Charge, which relates to the cost of distributing the gas to our customers through the gas reticulation network; and
 - (b) The Gas Energy Charge, which is the cost of the gas itself.
- 11.3 You must pay for all the gas supplied, and our other fees and charges for services supplied, at the prices set out in our tariff schedule applying from time to time. You are responsible for GST and other taxes levied on gas supply.
- 11.4 We reserve the right to change our prices including the domestic tariff from time to time. If we alter our prices during the period of an account we will apply the charges based on the proportion of days in the old and the new price period.
- 11.5 A deposit or bond, an establishment fee, and final meter reading fees, may be payable as specified in the Gas Supply Application Form.

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Accounts and payments

- 12.1 We will invoice you on a regular basis and the amount of the invoice will be payable by the 10th of the month following the date of invoice. Any amounts not paid by the due date will incur interest at the rate of 2.5% above the overdraft rate quoted to us by our New Zealand bankers on a monthly basis until payment is made. You will also be responsible for all debt collection charges we may incur. These obligations will survive the end of this Agreement.
- 12.2 We may require you to pay a deposit or bond as specified in the Gas Supply Application Form. We will refund the deposit or bond on termination of this Agreement subject to a deduction for any amounts owing to us.

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Safety

- 13.1 You must use gas safely and ensure that you and all pipes, equipment and appliances on your property which use gas comply at all times with all relevant legal requirements and Codes of Practice and with all written instructions from us concerning safety.
- 13.2 In respect to our Equipment, you must:
- (a) At all times use our Equipment only in a safe and proper manner in accordance with any instructions we give you;
 - (b) Comply with all Regulations in relation to the operation of our Equipment;
 - (c) Not use or access our Equipment if any part of it is not or appears to you not to be in good working order;
 - (d) Notify us immediately by telephone if you become aware of or suspect any defects in our Equipment; and
 - (e) Take every care in handling our Equipment and protect it from misuse and damage.
- 13.3 In respect of any gas equipment you use on the property (other than our Equipment), you must:
- (a) Ensure that you and all pipes, equipment and appliances on your property which use gas comply at all times with all relevant Regulations;
 - (b) Carry out all repairs and maintenance as required by law necessary to keep your equipment in working order;
 - (c) Ensure that all installation, conversion or service work or commissioning carried out by you or your agents on your pipes, equipment or appliances is certified by a craftsman gas fitter; and
 - (d) Not connect, disconnect, tamper or interfere with meters, control equipment, pipes or any part of any reticulation network to which you are connected or allow anyone else to do so.
- 13.4 You must not connect, disconnect, tamper or interfere with meters, control equipment, pipes or any part of the reticulation network, or allow anyone else to do so.
- 13.5 You will indemnify us in relation to any claim, loss or cost in connection with a breach of this clause 13.

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Disputes

- 14.1 If you are not happy with any aspect of our service, please contact us. We have a free internal complaints process and you can contact us by:
- Calling our Customer Care team on 0800 762 542 any time from 7.30am to 8pm Monday to Friday and 8.30am to 5pm on Saturdays.
- Emailing us at LPGenquiries@contactenergy.co.nz
- Faxing us on 0800 420 021
- Or, you can write to us at:
- Customer Care Manager,
Contact Rockgas LPG
PO Box 7195
Christchurch 8240
- 14.2 If you wish to dispute an account, you must advise us before the due date for payment, and provide details of what you believe is incorrect. You must still pay any amount not in dispute by the due date.
- 14.3 We will use our best endeavours to resolve any dispute by good faith negotiation within 10 working days.
- 14.4 Making a complaint
- We are committed to improving our customer service, but sometimes things can go wrong. If this happens, we want to know, so please tell us. Once we hear from you, we will:
- (a) try to resolve your problem as soon as possible and will acknowledge your complaint within two business days of receiving it
 - (b) refer it to more senior personnel for resolution if the problem is too difficult to resolve immediately (if the matter is complex, we may ask you to put it in writing), and
 - (c) after assessing the situation, we will get back to you within seven business days. If it is going to take longer than that, we will write to you to explain why.

We are currently a member of the Electricity and Gas Complaints Commissioner Scheme (EGCC). The Electricity and Gas Complaints Commissioner's office provides a free and independent complaint handling service for electricity and gas complaints. We are committed to maintaining the standards contained in the EGCC codes of practice. Provided the EGCC has the jurisdiction to consider your particular complaint, you can refer your problem with us to the EGCC if your complaint has reached deadlock, that is, if:

- (d) we have taken longer to resolve your complaint than 20 business days and we have not notified you in writing that we have a good reason to extend the time for resolving your complaint and what that good reason is; or
- (e) we have taken longer to resolve your complaint than 40 business days; or
- (f) the EGCC is satisfied that:
 - we have made it clear that we do not intend to do anything about the complaint
 - you (as the complainant) would suffer unreasonable harm from waiting longer, or
 - it would be otherwise unjust to wait any longer.

You have two months to refer the matter to the EGCC for investigation if you consider your complaint has reached deadlock.

If, for some reason, you remain unsatisfied with the way your complaint has been dealt with, even after the intervention of the EGCC, you can pursue the matter in another forum (for example, the Disputes Tribunal or the court system).

If we become a member of any other industry dispute resolution scheme, then this agreement will be deemed to be subject to the terms of that scheme.

Contact details for EGCC

Electricity and Gas Complaints Commissioner

Phone 0800 22 33 40
Email info@egcomplaints.co.nz
Address Freepost 192682
PO Box 5875
Lambton Quay
Wellington 6145

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Consumer Guarantees act

15.1 The terms of this Agreement do not limit any rights you may have under the Consumer Guarantees Act 1993. However, if you are purchasing gas from us for the purposes of a business, you agree that the provisions of the Consumer Guarantees Act 1993 will not apply to this Agreement, and we exclude all other warranties that would otherwise be implied by operation of law.

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Liability

16.1 We will be liable for physical damage to your property caused by our negligence provided the physical damage is reasonably foreseeable by us and your claim is received by us within 30 days of the damage occurring.

16.2 Notwithstanding any other provision of this Agreement, neither we nor our agents will be liable:

- (a) For any claim, loss or damage suffered by you, or made against you by any third party, in connection with any failure or malfunction of the gas meter, pipes or our other equipment, or any curtailment or interruption in the supply of gas or variation in its pressure or heating value; or
- (b) For any loss relating to your liability to any other person; or
- (c) For any economic or consequential loss including but not limited to loss of use, contract, goodwill, revenue or profit.

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- 16.3 Notwithstanding any other provision of this Agreement, our liability shall in no event exceed:
- (a) In respect of any one event or series of related events an amount equal to 25% of the price payable by you in respect of Gas Energy Charges for gas supplied in the relevant calendar year prior to the commencement of that event or series of events; and
 - (b) In the aggregate in any one calendar year an amount equal to the amount of Gas Energy Charges paid by you in that calendar year for gas supplied in that year.
- 16.4 You agree to indemnify us, our representatives, agents, employees and officers against any actions, claims, damages, losses and expenses incurred by us or for which we may be liable in connection with any breach of or non-compliance by you or any other person with any law or other obligation applicable to you, your property, pipes or other equipment or the use or operation of those items or the gas supplied to you and against any claim, loss, damage, accident or injury of any kind and howsoever sustained which arises out of or in connection with this Agreement and whether on or outside your property. However, you will not be required to indemnify us to the extent such event arises directly from our failure to comply with our express obligations under this Agreement.

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Privacy

- 17.1 We will collect and hold information about you in the course of providing services to you. This information may be used for credit, marketing and administration purposes.
- 17.2 We will comply with our legal requirements relating to the privacy of information which we hold about you, including giving you the right to access and correct your personal information.
- 17.3 We may send material to you or call you about complementary products and services.
- 17.4 We may disclose personal information about you to our agents and to any debt collection agency that we may use.
- 17.5 We reserve the right to decline any credit application if any part of the required information set out in the Gas Supply Application form is not provided, or if we are not satisfied with any credit enquiries we undertake in respect of your application.

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Notices

- 18.1 Any notice given by us to you under this Agreement may be given in any one of the following ways:
 - (a) In writing delivered to you at the address set out in this Agreement or to your property (where those addresses are different) or posted by prepaid mail addressed to you at such address and is deemed to have been delivered 48 hours after the time of posting.
 - (b) By facsimile to you or to any person or machine answering your facsimile at your property.
 - (c) Personally to you or any of your representatives specified in the Gas Supply Application Form.
 - (d) By publishing in a newspaper or broadcast on radio or television or by sending to your nominated email address.

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Termination

- 19.1 If you are going to vacate your property permanently, you may terminate this Agreement by giving us at least five working days' prior notice.
- 19.2 Either party may terminate this Agreement with immediate effect by notice in writing to the other party:
- (a) If a provision of this Agreement is being breached and the party at fault fails to remedy the breach within five working days of receiving written notice requesting remedial action from the other party;
 - (b) If the other party goes bankrupt or a receiver and/or manager is appointed to the other party or the other party is unable or is presumed to be unable to pay its debts as they fall due or a resolution is passed or application is made to liquidate that party.
- 19.3 If we terminate this Agreement pursuant to clause 19.2, you must pay all costs associated with the removal of the gas meter and our equipment from your property.
- 19.4 Any termination of this Agreement shall be without prejudice to any rights you or we accrued prior to or in connection with such termination.

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Assignment

- 20.1 You may not assign any of your rights and obligations under this Agreement without our prior consent and for the purposes of this clause any proposal to amalgamate with any other company shall be deemed to be an assignment. We may withhold our consent if we form the reasonable opinion that the proposed assignee will not be able to comply with the terms of this Agreement.
- 20.2 We may assign or novate any of our rights and obligations under this Agreement. If we do so we will give you written notice.

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Alterations to Agreement

- 21.1 We may vary the terms of this Agreement at any time by giving you at least 30 days' notice of the changes and such variation shall take effect from the date specified in the notice.

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Definitions

- 22.1 In this Agreement, unless the context otherwise requires:
- (a) "gas" means liquid petroleum gas as defined in New Zealand Standard 5435 or any substituted Standard;
 - (b) "Point of Delivery" means the point at which the gas reticulation network ends and your pipes begin as described in clause 5.1.
 - (c) "you" and "your" means the person taking gas as our customer;
 - (d) "your property" means the location occupied by you to which gas is to be supplied under this Agreement;
 - (e) "we", "us" or "our" means Rockgas Limited and includes its successors and assigns.

More information

For further information or assistance with your LPG supply, call us.

Customer service centre

Telephone **0800 762 542**
Facsimile 0800 420 021
Email LPGenquiries@contactenergy.co.nz

Head office

Address Level 1
Harbour City Tower
29 Brandon Street
Wellington

Telephone 04 499 4001
Facsimile 04 499 4003

Postal Address PO Box 38721
Wellington Mail Centre
Lower Hutt 5045

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Website contactenergy.co.nz



contact