

Terms and Conditions of Supply

Residential piped LPG

1. INTRODUCTION

1.1 These are the terms and conditions on which we agree to supply Gas to you. By setting up an account for Gas supply with us, you agree to the supply of Gas on these terms and conditions. Capitalised terms used in this Agreement are defined in clause 13.

1.2 The effective date of this Agreement is the earlier of the date you are first supplied with Gas by us and the date that you set up an account with us.

1.3 We may make changes to this Agreement (including the Pricing Plan) from time to time. We will notify you of any changes by giving you notice in writing at least two weeks before the changes come into effect. Such written notice may be included in an invoice sent to you under clause 4.2 of this Agreement. If we notify you of any such changes, you may terminate this Agreement by giving us written notice. Provided you give us such notice within two weeks of us informing you that the Agreement terms have changed, we will not invoice you on the basis of the amended Pricing Plan and our changes to this Agreement will have no effect. This Agreement will terminate two weeks after the date on which we receive your written notice.

2. DELIVERY, RISK AND TITLE

2.1 We either have an arrangement with the Network Owner for the use of the Network and the provision of associated network services for the delivery of Gas to you, or we are the Network Owner.

2.2 The Network Owner is responsible for the delivery of Gas to you through the Network. You agree that the Network Owner:

- a) May disconnect the supply of Gas to you if you are in default of this Agreement or your equipment does not meet the Network Owner's requirements;
- b) may interrupt the supply of Gas to you for maintenance, emergencies or any other event or circumstance that may endanger persons or property; and
- c) will only be liable to you to the extent we are liable to you under clause 8.

2.3 Gas is deemed to have been delivered to your Property when the Gas is made available to you at the Delivery Point by the Network Owner. Risk in the Gas passes to you upon delivery.

2.4 We will be under no obligation to deliver Gas to you if and for so long as you are in default of any obligation under this Agreement.

3. SAFETY

3.1 You will use the Gas in a manner which complies at all times with any relevant laws and regulations, and will not tamper or interfere with the Network. You agree that we may suspend delivery of Gas at any time, and will not be liable to you in any way for doing so, if we think your Property is unsafe.

3.2 You must report any unintended escape of Gas to us immediately.

4. PRICES AND PAYMENT

4.1 You will be charged for the Gas supplied by us in accordance with the Pricing Plan. Fees and charges are inclusive of GST and any ETS Liability.

4.2 Each month you will receive an invoice for our charges for the Gas supplied to you. The invoice may be sent to you by us or a third party, and will specify the ways in which you can pay the amount owing by you to us. The first invoice you receive from us will also include any charges for connection of your Property to the Network.

4.3 You must pay the total amount contained in any invoice sent to you without deduction or set off of any kind on, or before, the 20th of the month following the date on which we issued that invoice. We may at any time require immediate payment from you (without formal demand) if we, in our discretion, consider you to be a credit risk.

4.4 In some circumstances, we may require you to pay a deposit before we supply you with Gas. This deposit will be held against the non-payment of future invoices and will be used to clear any final invoice. Any credit will be refunded to you on the termination of this Agreement.

4.5 Without prejudice to our other rights and remedies (including the right to terminate this Agreement), we may charge you for:

a) interest on all sums outstanding from the due date until full payment is received on a daily basis at a rate of 2.5% per annum above BNZ's 90 day bank bill rate; b) all costs incurred by us in recovering payment from you, including (without limitation) all debt collectors' fees or commissions, legal fees and disbursements and our clerical costs.

4.6 If you do not pay an invoice by its due date, then (without prejudice to our other rights and remedies) we may disconnect the supply of Gas to you.

5. METERING

5.1 We will provide or arrange for the provision of a Meter to measure Gas supplied to you. Meters will be read based on cubic meters supplied and converted to kilograms using a conversion factor based on average ambient temperatures, which we may change if necessary.

5.2 You must allow us or the Network Owner to install an appropriate Meter on the Property, and must provide a safe, secure and accessible location for the Meter. Meters will be read on a regular basis no less than every two months unless agreed otherwise.

5.3 If testing of any Meter by us or the Network Owner reveals that you have been:

a) overcharged by us in the previous 12 months for Gas supplied, then we will, at your option, either credit the amount overcharged against your account, or refund that amount to you and issue a credit note accordingly; or

b) undercharged by us in the previous 12 months for Gas supplied, then we will provide you with an invoice and you will pay for that Gas in accordance with clause 4.3.

5.4 If you think a Meter is faulty, you must contact us as soon as possible. You must not attempt or allow any person other than us or the Network Owner to work on, inspect or interfere with a Meter. You must use all care of a cautious and prudent owner to prevent damage to the Meter and take such action as we may reasonably require to ensure that the safety and integrity of the Meter at the Property is not threatened. Where you fail to do so, you must reimburse us or the Meter owner for any loss or damage that occurs to a Meter.

6. ACCESS TO YOUR SITE

6.1 You must give our, and the Network Owner's, staff and contractors unobstructed access to your Property to read Meters from 7.30am until 7.00pm Monday to Saturday. We may charge you for making a special Meter reading if you do not provide access during those hours.

6.2 Estimates of the amount of Gas supplied to you will be made and our invoices will be based on these estimates where the Meter cannot be read because access cannot be gained to the Property.

6.3 You must also give us and the Network Owner safe and unobstructed access to your Property to perform work, maintenance and inspections necessary to ensure the continuity and safety of the supply of Gas, to determine the amount of Gas supplied,

or for any other related purpose. We will normally only access your Property during the hours set out in clause 6.1. However, in an emergency you must give us access immediately at any time if required.

7. TERM AND TERMINATION

7.1 Except as set out in clause 1.3, you may terminate this Agreement at any time by giving us three weeks written notice. In your notice, you must also give us your new forwarding address.

7.2 We may terminate this Agreement at any time by giving you two weeks written notice. We may terminate this Agreement immediately upon notice to you if you:

- a) fail to pay any money payable to us under this Agreement by the due date for payment; or
- b) breach any other terms of this Agreement.

7.3 If you move house or leave your Property permanently, you must give us at least three weeks written notice prior to vacating your Property. This time allows us to either make arrangements with you in respect of your new property and with the new owner of the Property or to terminate this Agreement. If you do not give us at least three weeks written notice, you will be liable to pay for Gas used at the Property until this Agreement is terminated.

7.4 Upon termination, you must allow us or the Network Owner to enter the Property to reclaim the Meter and any associated equipment.

8. LIABILITY

8.1 Our liability under this Agreement, whether as a result of any breach of this Agreement or on any other ground or basis (including liability as a result of negligence) will (to the extent permitted by law) be limited to the price paid by you for the Gas supplied by us which gave rise to the claim. We are not liable in any circumstances for consequential losses, indirect losses, loss of profits or similar claims.

8.2 You indemnify us in respect of all claims, demands, actions, suits, proceedings, damages, losses and expenses of any nature, arising out of or in connection with any damage or loss to the Network or anyone else's property caused by you, or any negligent acts or omissions by you.

8.3 Neither of us will be liable to the other for any loss or damage arising from an event beyond our control and which prevents us from carrying out our responsibilities under this Agreement. An event or cause beyond our control includes, but is not

limited to, acts of God, war, earthquake, lightning, storm or other similar event, faults in the Network and, and where we are not the Network Owner, acts or omissions by the Network Owner.

9. PRIVACY ACT

You agree to provide all the information we reasonably require. In the event that any personal information (as that term is defined in the Privacy Act 1993) regarding you is disclosed to us under or in relation to this Agreement, the use, disclosure and security of that information (and your access to it) will be as set out in our privacy policy which can be found at www.ongas.co.nz.

10. COMPLAINTS

We are a member of the Electricity and Gas Complaints Commissioner Scheme. If you call our free in house complaints service on 0800 84 12 12, we will endeavour to resolve the issue quickly to your satisfaction. If we are unable to resolve your complaint to your satisfaction, you may refer the complaint to the free and independent Electricity and Gas Complaints Commissioner Scheme on 0800 22 33 40 or www.egcomplaints.co.nz.

Please also note that more information about complaints can also be found on our website at: www.ongas.co.nz/essential-information/faqs

11. NOTICES

Invoices, notices or other communications will be delivered to your Property or mailed or sent to your last known physical or postal address or your most recently provided email address.

An invoice, notice or other communication will be deemed to have been received as follows:

- If delivered to your Property, when so delivered.
- If mailed or sent, on the third working day after posting.
- If sent by email, at the time the email is sent by us.

12. GENERAL

12.1 Where you comprise more than one person, each person is jointly and severally responsible for complying with this Agreement.

12.2 No delay or failure to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.

12.3 This Agreement constitutes the entire agreement between you and us in respect of its subject matter and supersedes all prior negotiations, representations and agreements between you and us.

12.4 You may not transfer or assign any of your rights or responsibilities under this Agreement without our written agreement. We may assign, novate or subcontract any of our rights and obligations under this Agreement, at any time, to any related company of ours or any purchaser of our business, without your prior written consent. Notice of the transfer will be given to you either in writing or by Public Notice.

12.5 This Agreement is intended to be for the benefit of and shall be enforceable by the Network Owner for the purposes of the Contracts (Privity) Act 1982.

13. DEFINITIONS

"Agreement" means your agreement with us for the supply of Gas to your Property on these terms and conditions as amended from time to time.

"CCRA" means the Climate Change Response Act 2002.

"Delivery Point" means your point of supply for Gas, being the point at which the Network connects to the outlet of the Meter.

"ETS Liability" means the cost to us attributable to a participant's liability to surrender units under the CCRA, whether incurred directly from the participant or indirectly via our other suppliers, in respect of the Gas supplied under this Agreement.

"Gas" means liquefied petroleum gas which complies with NZ Standard 5435 (or as subsequently modified).

"GST" means goods and services tax payable pursuant to the Goods and Services Tax Act 1985.

"Installation" means the storage tank and ancillary equipment owned by the Network Owner and used for the storage of Gas.

"Meter" means a gas meter (including all protective covers valves and associated equipment), which is used to measure the supply of Gas to you.

"Network" means the gas distribution system comprising pipes, valves, fittings, meters and plant used for the delivery of Gas from the Installation to the Property.

"Network Owner" means the company or organisation that owns the Network, and its agents.

"Pricing Plan" means the pricing plan set out in the Welcome Pack, as amended from time to time.

"Property" means the property to which we will deliver Gas under this Agreement as provided by you when you set up an account and confirmed by us in the Welcome Pack.

"Public Notice" means notice in your local newspaper.

"you" and "your" means the customer who has set up an account with us for the supply of Gas to the Property.

"we", "us" and "our" means On Gas Limited.

"Welcome Pack" "Welcome Pack" means the "Welcome to OnGas – Piped LPG Supply Terms and Conditions" brochure, which you hereby acknowledge receipt of, or any brochure or other document in substitution for that brochure, and any accompanying material that you receive from us.