



Effective 17 March 2015

*Terms and conditions
for the sale and supply of*
**Contact
Rockgas LPG**

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Thank you for choosing Contact as your service provider for LPG

We are one of New Zealand's largest electricity, natural gas and LPG suppliers, providing specialist advice and service to New Zealand households and businesses. We supply you with your Rockgas LPG via our subsidiary Rockgas Limited. Our long heritage in the industry means we have the experience, knowledge and skills to look after your requirements.

Words that appear in italics in this booklet are defined in section 26. Each word appears in italics only once, and thereafter in normal text.

These terms and conditions apply to the following LPG supplies:

- The supply by Rockgas of LPG in cylinders for commercial use.
- The supply by Rockgas of LPG in cylinders for residential use.
- The supply by Rockgas of bulk LPG for commercial use and/or resale.

If you have any questions concerning the matters set out in this brochure, please contact your local Rockgas account manager or our customer service centre. Contact details are listed on page 24 of this brochure.

01

When this agreement starts

- 1.1 *This agreement* will begin on the date both *you* and *we* sign the *application form* for LPG, or the date that we first supply you with LPG. It will continue until it is ended under clause 1.2, clause 1.3 or clause 12.
- 1.2 If you sign up to an *initial term*, you may end this agreement after the initial term by giving us:
 - (a) one month's prior written notice (in the case of a residential cylinder LPG supply);
 - (b) three months' prior written notice (in the case of a commercial customer); or
 - (c) six months' prior written notice (in the case of a bulk LPG supply).Notice may be given before the end of the initial term in order to terminate the agreement at the end of the initial term.
- 1.3 If you have not signed up to an initial term, you may end this agreement by giving us written notice in accordance with the timeframes set out in clause 1.2(a), (b) and (c), unless otherwise agreed with us.
- 1.4 You acknowledge that the removal of any Rockgas equipment at your premises may take longer than the notice period referred to above and you agree to provide us with unrestricted access to your premises for such time as is required for us to remove any Rockgas equipment. For the avoidance of doubt, this right survives beyond the termination of this agreement.

02

What Rockgas agrees to supply

- 2.1 We agree to supply LPG to you on the terms of this agreement for use in connection with *your* home or business at the *site(s)*.
- 2.2 We will supply LPG in accordance with the relevant laws in New Zealand, including those applicable to the specification and odourisation of LPG. We will provide services to you in accordance with standards reasonably expected of an operator of an LPG supply business in New Zealand and in compliance

with all laws applicable to the supply of LPG. You agree to provide us with any information we may reasonably need to enable us to comply with these laws.

- 2.3 If you have existing LPG equipment at your site(s), before we commence supply of LPG to your site(s) you must provide us with a current Gasfitting Certification Certificate (Gas Supplier Copy) as evidence that your system and appliances meet all regulations.
- 2.4 We will use our best endeavours to ensure a continuous and uninterrupted supply of LPG, but we cannot and do not guarantee this. *Our* ability to supply LPG to you may be affected by such factors as unforeseen weather conditions, natural disasters and other force majeure events as set out in clause 22. We may also be prevented from supplying some or all of your needs by transmission supply faults, transportation delays, lack of stock or supply, interruption to gas production facilities and accidents, and other reasons that are beyond our reasonable control.
- 2.5 We may ration LPG in the way we believe is best if there is a shortage, reduction, interruption or delay of supply to us.
- 2.6 We may also need to interrupt your supply to inspect, maintain, repair, upgrade or test equipment, or for safety reasons.
- 2.7 We will give you as much advance warning as we reasonably can of any interruptions or rationing of LPG supply that may impact on you. We will use our best endeavours to restore regular supply as soon as possible.
- 2.8 While this agreement applies to you, the only LPG product you may purchase for use in connection with your home or business, or by use of the *Rockgas equipment*, is LPG 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 your purchasing other LPG product.

03

Installation of Rockgas equipment

- 3.1 If any Rockgas equipment is described in the application form, this clause 3 will apply.
- 3.2 We will deliver, install and commission the Rockgas equipment in a mutually acceptable location on your site(s) as soon as practicable.
- 3.3 If there is an installation charge specified in the application form, you must pay that charge to us as set out in the application form.
- 3.4 You must give us sufficient information to enable us to proceed with the installation of the Rockgas equipment. You must provide, at your cost and prior to the delivery of the Rockgas equipment, any site improvements described in the application form, including any electrical power, water supply and fire protection equipment required for the installation. We will work with you to obtain all statutory and local authority approvals relating to the installation, but the final responsibility rests with you. You will be responsible at all times for ensuring that your site(s) continues to meet all *regulations*.
- 3.5 You must provide us with written consent to the installation of the Rockgas equipment from every person who has or obtains any legal or equitable interest in the site(s). You must also provide us with each person's written acknowledgement that the Rockgas equipment is our property, remains a chattel, and may be removed by us at any time.

04

Delivery

- 4.1 You must advise us when delivery of LPG is required. If you are receiving a bulk LPG supply, you must notify us as soon as the LPG in the Rockgas equipment tank falls to 30 per cent of its storage capacity.
- 4.2 We will make delivery of LPG within a reasonable time of your requesting delivery, or in accordance with any delivery schedule on which we both agree.
- 4.3 We will not be required to deliver LPG in quantities less than 50 per cent of the LPG storage capacity of the Rockgas equipment.
- 4.4 We will deliver LPG during normal business hours unless we both agree otherwise. You must provide access to the Rockgas equipment for our delivery vehicles whenever the site(s) is open for business unless we both agree otherwise.
- 4.5 The application form will set out the delivery charges, which may include an urgent delivery charge, and an administration fee where you own your own LPG storage equipment (such as cylinders).
- 4.6 Delivery of LPG to you is deemed to be made at the *point of delivery* which means:
 - for cylinders: at the cylinder valve, upon the product passing out of the cylinder and into the *pigtails*; or
 - for bulk supply: at the cylinder valve, upon the product passing out of the filling hose and into any other storage facility approved by us (for example a bulk tank).
- 4.7 Our records, weights and measurements will be conclusive evidence of quantities of LPG delivered, but you may appoint a representative to check them at the time of delivery.
- 4.8 We may refuse to supply you if you owe money to us for LPG or services previously supplied to you, or if any installation or appliance at your site(s) does not have an appropriate certificate of compliance or does not comply with other relevant regulations.
- 4.9 We may refuse to deliver LPG to your site(s) if we consider it to be unsafe or if we consider the access to the site(s) to be unsafe.

05

Payment

- 5.1 We will issue an invoice in respect of each delivery of LPG to your site(s) based on the price for all LPG supplied. The initial price is set out in the application form, and is subject to change as set out in clause 24.
- 5.2 You shall pay to us a *facility fee* for our provision of the Rockgas equipment in accordance with the application form, and you must pay our charges for other services performed by us from time to time. Our fees and charges are subject to change as set out in clause 24.
- 5.3 Unless otherwise specified in the application form, you must pay any invoice we render by the 20th of the month following the date of invoice by direct debit authority.
- 5.4 We may charge you interest on any amounts not paid by the due date at the rate of 2.5 per cent 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.
- 5.5 If you fail to make payment of any amounts when they are due, then, without prejudice to any of our other rights under this agreement or at law, we may immediately repossess and remove LPG. You irrevocably authorise us to enter the site(s) where LPG may be for such purpose.
- 5.6 You are responsible for the payment of GST on all goods and services supplied by us to you, and for any other taxes levied on LPG supply.

06

Security deposits

- 6.1 We may require you to pay a deposit or bond as specified in the application form. We will refund the deposit or bond on the termination of this agreement subject to a deduction for any amounts owing to us.

07

Annual Contract Quantity (ACQ)

- 7.1 This clause 7 applies if an ACQ is specified in the application form.
- 7.2 You agree to purchase from us in each calendar year the ACQ of LPG and to purchase a proportionate part of it in any broken period at the beginning or end of this agreement. If less than the ACQ (or proportionate part in any broken period) has been delivered to you by the end of the 31st day of December in any calendar year, we may invoice you in respect of the shortfall. In that case, you must immediately pay us a sum equal to 25 per cent of the *price* (plus GST on the price) that would have been payable to us had such a shortfall been delivered to you. We will have no obligation to deliver any of the shortfall.
- 7.3 If any of the situations set out in clause 12 arise and we end this agreement, then, in addition to any other action we may elect to take:
 - (a) we may invoice you in respect of the undelivered ACQ for each calendar year (or proportionate part in any broken period) until the end of the initial term, or until the end of any subsequent term, as if this agreement had not been so ended; and
 - (b) you must immediately pay us a sum equal to 25 per cent of the price (plus GST on the price) that would have been payable to us had such ACQ been delivered to you in each such period.

We will have no obligation to deliver any of the ACQ invoiced. You and we acknowledge that such payment to us constitutes liquidated damages and is a genuine pre-estimation of the loss that we will suffer as a consequence of early termination of this agreement.

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Safety in handling LPG and LPG equipment

- 8.1 LPG is a dangerous good. Accordingly, you must:
 - (a) handle LPG in a safe and proper manner and take all reasonable precautions to prevent misuse and damage;

Passing of title and risk – LPG

- 9.1 All risk in respect of LPG shall pass to you at the point of delivery of LPG.
- 9.2 You bear all risks of loss or damage arising out of, or in any way directly or indirectly connected with, the LPG after the passing of risk to you. You are responsible for any pipes and equipment (except metering and control equipment) between the point of delivery and the LPG appliances on your site(s).
- 9.3 We retain all property and title in LPG until you have paid for the LPG. We may repossess unpaid-for LPG at any time until legal title has passed to you.
- 9.4 We may allocate payment of indebtedness for any debt to any consignment of LPG provided to you as we see fit.
- 9.5 You must hold in trust for us any proceeds of sales of LPG supplied by us to you. We may trace the proceeds of any such sales in accordance with equitable principles.

Operation and care of Rockgas equipment

10.1 What you must do:

- (a) You must ensure that the Rockgas equipment is covered by your insurance for its replacement value, and provide us with copies of certificates of currency of insurance in relation to the Rockgas equipment upon request. You must ensure that the interest of Rockgas Limited as owner of the Rockgas equipment is noted.
- (b) You must bear all costs necessary for the operation of the Rockgas equipment (including, without limitation, all costs of and related to fire protection, electrical power supply and water supply).

- (b) make sure that each of your employees, contractors and customers and every other person purchasing or receiving LPG from you is adequately warned and instructed as to the known dangerous qualities of LPG and safe handling procedures;
- (c) comply with all our requirements and all regulations in relation to the handling and storage of LPG; and
- (d) make sure that all employees and agents who handle LPG and who access any Rockgas equipment are fully trained to do so in a safe and proper manner and are informed of and fully understand all regulations.

8.2 In respect of the Rockgas equipment, you must:

- (a) at all times use the Rockgas 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 the Rockgas equipment;
- (c) not use or access the Rockgas 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 the Rockgas equipment; and
- (e) take every care in handling the Rockgas equipment and protect it from misuse and damage.

8.3 In respect of any LPG equipment you use on the site(s), other than the Rockgas equipment, you must:

- (a) make sure that you and all pipes, equipment and appliances on your site(s) that use LPG 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) make sure 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.

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- (c) You must not interfere with or damage the Rockgas equipment. You must at your expense take all reasonable precautions to protect the Rockgas equipment. You agree to reimburse us for costs associated with the repair or replacement of Rockgas equipment (other than caused by normal wear and tear).
 - (d) The Rockgas equipment remains at all times our sole property. You must not try to sell, create a security interest over, part with possession or control of or otherwise do anything prejudicial to our title to the Rockgas equipment.
 - (e) You must not remove the Rockgas equipment from the site(s).
 - (f) If you wish to relocate the Rockgas equipment on the site(s), or us to replace the Rockgas equipment with equipment of a different type or capacity, you must seek our prior consent and bear all costs of relocation or replacement.
 - (g) You must ensure the Rockgas equipment and its surrounds are kept in a neat and tidy condition.
 - (h) You must not allow the Rockgas equipment to be used or worked by any person other than you and your employees.
 - (i) You must not make any alteration to the Rockgas equipment or allow any attachment to be affixed to or used in the operation of the Rockgas equipment without our prior written consent.
 - (j) You must notify us of any work on your site(s) that may affect the Rockgas equipment, and you must supply us with a Gasfitting Certification Certificate (Gas Supplier Copy), verifying compliance with all relevant regulations.
 - (k) You must only use the Rockgas equipment for the storage or dispensing of LPG purchased from us. Should you stop using the Rockgas equipment for this purpose, you must immediately notify us.
 - (l) You must keep legible and visible all our trade marks and signs on the Rockgas equipment.
 - (m) You must allow us full and free access to the Rockgas equipment at all times.

10.2 What we will do:

- (a) We will carry out all repairs and maintenance (except for repairs and maintenance required for any site improvements as specified in the application form) necessary to keep the Rockgas equipment in reasonable working order and we will arrange for periodic maintenance and inspections of the Rockgas equipment. We will meet the costs of this in respect of all Rockgas equipment and Rockgas cylinders, but you must meet our costs in respect of all other equipment.
- (b) We may at all reasonable times enter the site(s) to inspect and maintain or work on the Rockgas equipment and, when entitled to repossess the Rockgas equipment, you irrevocably authorise us to enter the site(s) to effect removal. For those purposes, you must allow us to have safe and unobstructed access to and within your site(s). We will repair any damage to your site(s) caused by us in doing this.
- (c) If it becomes necessary for us to perform any repairs, maintenance or tests on the Rockgas equipment, we may remove the whole or any part of the Rockgas equipment from the site(s) for such purpose.

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Sites

- 11.1 We will not be liable for any rents, rates, taxes, charges or impositions at any time payable in respect of the site(s).

Ending the agreement and repossession

- 12.1 If either party breaches a material term of this agreement, or breaches a term where the breach is not capable of remedy, the other party may terminate the agreement immediately on written notice.
- 12.2 Where either party breaches any term of this agreement, other than as set out in clause 12.1, the other party may terminate the agreement on 7 days' notice. Additionally, we may at any time, on giving you 7 days' notice, end this agreement if you:
- have failed to pay any outstanding amounts;
 - have breached any other obligation of this agreement and you have failed to take reasonable steps to remedy the breach within five working days of receiving a written notice from us requesting remedial action;
 - stop using the Rockgas equipment exclusively for our LPG;
 - in respect of any calendar year, cease to purchase the ACQ of LPG;
 - die, become mentally ill or become bankrupt, or are convicted of an indictable offence, or are sentenced to imprisonment;
 - (if a company) have a receiver or receiver and manager appointed in respect of any of your assets;
 - are unable to pay your debts as they fall due or you make an assignment, arrangement, scheme or composition for the benefit of creditors, or are put into liquidation;
 - have an inspector appointed under any law relating to companies to all or any part of your affairs;
 - have an execution or levy of distress taken out against any of your assets, or a mortgagee or security holder takes possession of the whole or any part of your business, assets or revenues;
- dispose of the whole or a major part of your assets or undertaking;
 - otherwise become or will become permanently incapable of performing your duties under this agreement; or
 - cease to have the right to occupy the site(s).
- 12.3 The ending of this agreement will be without prejudice to any rights you or we accrued prior to or in connection with the ending of the agreement.
- 12.4 Once this agreement ends:
- you must stop using all our trade marks, business names or other property belonging to us, and you must remove any sign or other representation that Rockgas products can be purchased from you; and
 - we will be entitled, and you will allow us, to enter the site(s) to recover any LPG or any Rockgas equipment.
- 12.5 To enable us to repossess the Rockgas equipment, we will be entitled to sever the Rockgas equipment (if necessary) from any other property. You must pay all costs associated with the removal of any Rockgas equipment from your site(s).
- 12.6 Upon repossession of the Rockgas equipment, you must pay us any unpaid facility fees, and you must reimburse us the installation cost (if any) specified in the application form, less an amount calculated in accordance with the formula:
- $$\frac{A}{B} \text{ multiplied by } C$$
- Where: A is the installation cost
 B is the number of years forming the initial term of this agreement
 C is the number of complete years that the Rockgas equipment has been installed.
- 12.7 The parties agree that we shall have the remedies of this clause 12 with respect to removal of the LPG and the Rockgas equipment, without prejudicing any of our other rights under the *Personal Property Securities Act 1999* or this agreement.

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Default and disconnection

- 13.1 You acknowledge that we may suspend the supply of LPG:
- (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 the maintenance of Rockgas equipment;
 - (c) if we are instructed to do so by a person authorised under a regulatory instrument; or
 - (d) at the end of this agreement.

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Disputes and Complaints

- 14.1 If you are not happy with any aspect of our service, please contact our free internal complaints service in the first instance
- Email LPGenquiries@contactenergy.co.nz
- Phone 0800 762 542
- Post Customer Care Manager
 Contact Rockgas
 PO Box 7195
 Christchurch 8240
- 14.2 We will try to resolve your complaint straight away and will acknowledge your complaint within 2 business days of receiving it. If we can't resolve it straight away, we will give you a response within 7 business days. If it is complex or involves other parties, we will investigate on your behalf.
- 14.3 We are also a member of the Electricity and Gas Complaints Commissioner (EGCC) scheme – a free and independent industry complaints body. We are committed to maintaining the standards contained in the EGCC scheme. If the complaint falls within its jurisdiction and it has reached *deadlock*, you can refer your complaint with us to the EGCC. You have 2 months from the date your complaint reached deadlock to refer the matter to the EGCC for investigation.

Contact details for the EGCC

Website egcomplaints.co.nz

Phone 0800 22 33 40

Fax 0800 22 33 47

Post Electricity and Gas Complaints Commissioner
 PO Box 5875
 Lambton Quay, Wellington 6145
 Freepost 192682

- 14.4 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.

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Personal Property Securities Act 1999 (PPSA)

- 15.1 The parties agree that the terms of this agreement will apply to all LPG supplied by us to you in the future, and such goods supplied will be described as inventory.
- 15.2 To the extent that our provision of the Rockgas equipment to you is a 'lease for a term of more than one year', you acknowledge that this is deemed to create a security interest in our favour in the Rockgas equipment under the PPSA.
- 15.3 Nothing contained in sections 114(1)(a), 117(1)(c), 113 or 134 of the PPSA applies to this agreement. Your rights as 'debtor' contained in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA do not apply to this agreement.
- 15.4 You waive your right:
- (a) to object to our proposal to retain any LPG under section 121 of the PPSA;
 - (b) to receive notice of a removal of an accession under section 129 of the PPSA;
 - (c) to apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA;

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- (d) to redeem any LPG under section 132 of the PPSA; or
 - (e) to receive a copy of a verification statement confirming the registration of a financing statement or a financing change statement relating to any security interest created by this agreement.

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Warranties and conditions

16.1 Except as set out below, nothing in this agreement in any way limits your rights under the Consumer Guarantees Act (CGA). To the maximum extent permitted by the CGA, and notwithstanding any other term of this agreement, it is agreed that the provisions of the CGA will not apply, and we each agree to contract out of the provisions of the CGA, where the following conditions apply:

- (a) the goods and/or services (as applicable) covered by this agreement are, or (in connection only with the guarantee of acceptable quality in section 7A of the CGA, the gas or electricity) is, both supplied and acquired in trade; and
- (b) each of us is in trade.

Where the above conditions apply, you and we acknowledge and agree that we each consider it is fair and reasonable for us to be bound by this clause 16.1.

If you are purchasing LPG from us for the purposes of a business you acknowledge that you have made your own enquiries as to the suitability of the LPG we are supplying to you for all your purposes.

17

Limitation of liability

17.1 Each party to this agreement will only be liable for direct loss or damage caused by that party's negligence or a breach of this agreement, provided the loss or damage is reasonably foreseeable.

17.2 If either party is liable, the maximum amount they will pay to compensate the other party for any event or related series of events is \$10,000. This is subject to a maximum cap of \$50,000 in any 12-month period for all events or series of events, starting from the first event.

17.3 Neither party will be liable:

- (a) for any claim, loss or damage made against the other party by any third party, in connection with this agreement;
- (b) for any loss relating to the other party's liability to any other person; or
- (c) for any indirect or consequential loss.

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Confidentiality

18.1 You must not at any time disclose any information relating to us that is disclosed by us to you during the term of this agreement. You must take all reasonable steps to prevent any such disclosure to any third party by you or your agents or employees.

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Privacy

19.1 We will collect and hold information about you in the course of providing services to you. This information will be used to enable us to carry out our responsibilities and exercise our rights under this agreement. You authorise us to release your personal information and collect other information about you for the purpose of credit checking, debt collection, marketing (for example, telling you about complementary products and services) and other administration purposes. We may use information about you that we collect from third parties and match it with other information we hold about you in order to fulfil any of these purposes.

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- 19.2 We will comply with our legal requirements relating to the privacy of information that we hold about you, including giving you the right to access and correct your personal information. You must let us know if there is any change in your information, including contact details.
 - 19.3 We reserve the right to decline any credit application if any part of the required information set out in the application form is not provided, or if we are not satisfied with any credit enquiries we undertake about your application.
 - 19.4 We may assign and disclose a unique number to you.

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Assignment

- 20.1 You may not assign any of your rights and obligations under this agreement without prior consent, and for the purpose of this clause, any proposal to amalgamate with any other company or any change in control of a company will 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 In the event of your wishing to sell or otherwise disposing of your LPG business at any one or more of the locations constituting the site(s) during the initial term (or any subsequent term), you must arrange for the purchaser of the business to enter into an agreement with us whereby such purchaser agrees to purchase LPG from us for the balance of the initial term (or subsequent term), unless we, at our option, decline to supply such purchaser.
- 20.3 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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Waivers

- 21.1 Our failure to insist upon your strict performance of any term of this agreement shall not be taken to be a waiver of that term or of any of our rights in relation to that term, and any event shall not be taken to be a waiver of the same term on any subsequent occasion.

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Force majeure

- 22.1 If our performance or observance of our obligations (or any of them) is prevented, restricted or interfered with by reason of any force majeure, we will, upon prompt notice of force majeure being given to you, be excused from such performance or observance to the extent of such force majeure.
- 22.2 The term 'force majeure' means act of god, industrial disturbance, act of the public enemy, war, terrorist attack, blockade, riot, lightning, fire, storm, flood, explosion, governmental restraint, breakdown of transportation, pipelines and/or other equipment or supplies, failure of the supply of LPG to us and/or the supply by us to you, whether due to force majeure claimed by our suppliers or otherwise (not resulting from our fault or negligence), or other cause, whether of this kind or otherwise, beyond our control.
- 22.3 Notwithstanding anything else in clause 22, the settlement of any industrial disturbance will be entirely within our discretion.

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Notices

- 23.1 Any notice given to you under the agreement may be given in any one of the following ways:
- (a) in writing delivered to you at the address set out in the application form or to your site(s) (where those addresses are different) or posted by prepaid mail addressed to you at such address. We will assume that any such notice is received three days after the time of posting;
 - (b) by putting a notice on our website;
 - (c) by facsimile to you or to any person or machine answering your facsimile at your site(s);
 - (d) personally to you or any of your representatives specified in the application form; or
 - (e) by publishing in a newspaper or broadcast on radio or television or by sending to your nominated email address.
- 23.2 Notices to us shall be in writing and hand-delivered or transmitted by prepaid mail or sent by facsimile or email to our addresses stated on page 24 of this agreement.
- 23.3 You must keep us fully advised at all times of any changes to your address or contact details.

24

Alteration of the price and terms

- 24.1 We may make changes to the terms of this agreement (including the prices in our price list and any facility fees and other changes) at any time. In the case of changes to our terms, we will notify you of these by giving you at least 30 days' notice of any changes in any of the ways listed in clause 23.1, unless clause 24.2 applies. The changes will take effect from the date specified in the notice. In the case of changes to our prices, we will notify you of these as soon as practicable, and any changes will take effect immediately.
- 24.2 Where the application form specifies the basis on which we can change our prices, the details in the application form will override these provisions to the extent they apply to price changes.

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Guarantee

- 25.1 This clause will operate if a person or persons is named in the application form as 'guarantor' for the application.
- 25.2 In consideration of our agreement to supply LPG to you at the guarantor's request, the guarantor agrees to be personally responsible to us for all payments due to us by you and for your performance of all your obligations in terms of the agreement.
- 25.3 The guarantor's guarantee is a continuing guarantee, and the guarantor's liability under it shall not be affected by our waiver or failure to exercise any of the rights we may have against you, or by any variation of any of the terms of this agreement. In the event that this agreement is renewed for a subsequent term, the guarantor's liability will continue for the subsequent term.
- 25.4 Where there is more than one guarantor, their liability as guarantors shall be joint and several.

26

Interpretation and definitions

- 26.1 In this agreement, the following terms have the following meanings:
- (a) *This agreement* means the terms and conditions contained in this brochure, together with the application form signed by you, and our current price list from time to time.
 - (b) *Annual Contract Quantity* and *ACQ* mean the annual minimum quantity of LPG specified in the application form that you are required to purchase from us pursuant to clause 7.
 - (c) *Application form* means our standard form from time to time used to apply for the supply of LPG and/or the hire or supply of Rockgas equipment, signed by you and by one of our representatives on our behalf.

(d) *Deadlock* means where:

- a complaint made to us that has taken longer than 20 business days to resolve and we have not advised you in writing that there is a good reason for this, and what that reason is, or
- a complaint that is with us has taken longer than 40 business days to resolve, or
- 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 any longer, or
 - it would be otherwise unjust to wait any longer.

(e) *Facility fee* means the amount we charge for the use of Rockgas equipment, as detailed in the application form, as varied from time to time.

(f) *Initial term* means the initial fixed term of this agreement set out in the application form.

(g) *LPG* means liquid petroleum gas as defined in New Zealand Standard 5435 or any substituted standard, and more particularly means a material predominantly of any of the following hydrocarbons or mixtures of them: Propane (C₃H₈), Propylene (C₃H₆), Butane (C₄H₁₀) or Butylene (C₄H₈). If a particular form of LPG is to be supplied under this agreement, it will be specified in the application form.

(h) *Pigtail(s)* means the flexible hose(s) which connect the cylinder(s) to the regulator of any Rockgas equipment or customer-owned equipment

(i) *Point of delivery* means the point at which we supply LPG to you as described in clause 4.6.

(j) *PPSA* means the Personal Property Securities Act 1999.

(k) *Price* means our selling price per tonne or litre of LPG as set out in the application form, as varied from time to time.

(l) *Regulations* means and includes all and any relevant laws, regulations, standards, codes of practice, legal orders, requisitions and directions applying to LPG equipment or the storage and handling of LPG, as the context requires.

(m) *Rockgas equipment* means the equipment we supply to you as described in the application form (including that equipment repaired or replaced from time to time) plus any additional equipment we provide to you under and during the course of this agreement and, where consistent with this agreement, means any part of such equipment.

(n) *Site(s)* means the delivery and/or installation location(s) specified in the application form.

(o) *We, us* and *our* mean and refer to Rockgas Limited, a company incorporated in New Zealand and carrying on business at the address specified in this brochure and elsewhere in New Zealand, and includes its successors and assigns. Where the context allows, it includes our officers, employees, contractors, representatives and agents. However, if the application form is in the name of one of our Rockgas franchisees, 'we', 'us' and 'our' mean and refer to the Rockgas franchisee, its successors and assigns and, where the context allows, its officers, employees, contractors, representatives and agents.

(p) *You* and *your* mean the purchaser taking LPG as our customer, whose name and address are specified in the application form. If application is made by more than one person, each applicant is jointly and severally liable for all charges incurred and other obligations under this agreement.

More information

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

Customer service centre

Telephone 0800 762 542
Facsimile 04 587 0538
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 38 721
Wellington Mail Centre
Lower Hutt 5045

Email LPGenquiries@contactenergy.co.nz
Website contact.co.nz

Website: contact.co.nz
Email: LPGenquiries@contactenergy.co.nz
Telephone: 0800 Rockgas (0800 762 542)

Address: PO Box 38 721
Wellington Mail Centre
Lower Hutt 5045