

ENERGY ONLINE LPG TERMS AND CONDITIONS

1. INTRODUCTION

These are the terms of **your** relationship with **Energy Online**.

In remaining, or becoming, an **Energy Online LPG** customer, **you** and **Energy Online** agree to these terms and conditions, unless agreed otherwise in writing.

These terms and conditions are a legally binding document between **you** and **us**.

These terms and conditions apply to **LPG** supplied to **you** by **us** and are effective from 23 March 2016.

Separate terms and conditions apply to any supply by **us** of electricity and reticulated gas to **you**.

Where **we** have used words in **bold** in these terms and conditions, they have a special meaning and are defined at the end of these terms and conditions.

If **you** wish to contact **us**, please:

- write to **us** at:
Energy Online
Private Bag 3131
Waikato Mail Centre,
Hamilton 3240,
- or email **us** at help@energyonline.co.nz,
- or call **us** on 0800 086 400.

2. HOW DO YOU BECOME AN ENERGY ONLINE LPG CUSTOMER?

In order to apply to become an **Energy Online LPG** customer, **you** must be an existing **Energy Online** residential electricity or reticulated gas customer, or be accepted in accordance with the applicable terms and conditions of supply as **our** electricity or reticulated gas customer at the time of **your LPG** application.

To apply to become a customer **you** can:

- complete an LPG Signup Enquiry Form, available from **our** website or **our** mobile app,
- or email **us** at the email address set out above,
- or call **us** on the number set out above,

If **you** have moved to **your premises** and started using **LPG**, **you** will still need to contact **us** to apply to become a customer.

An agreement between **you** and **us** is formed on these terms and conditions when, in **our** sole discretion, **we** accept **your** application to join **us**. The agreement will apply from the date on which **you** first use **LPG** supplied by **us**, and **you** will be liable to pay **our** charges from that date.

Where **you** apply to join **us** before using **LPG** supplied by **us**, the supply of **LPG** to **you** will commence as soon as possible following **our** acceptance of **your** application.

What information do we need from you?

To become a customer **you** will need to provide **us** with some personal information. **We** may use this information for a number of purposes as set out in our Privacy Policy. You can view our Privacy Policy [here](#).

We may also request information (including credit information) from relevant third parties such as credit reference agencies and other **LPG** retailers prior to **you** becoming an **Energy Online LPG** customer and at any point while **you** are an **Energy Online LPG** customer, as part of **our** credit criteria.

If any of **your** personal information changes (including **your** contact details) please tell **us** immediately so that **we** can update **your** account information.

What do we do with your personal information?

Any personal information **you** give **us** is strictly confidential and will be kept secure and held by **us** in accordance with the Privacy Act 1993. A copy of **our** privacy policy is available [here](#). That policy outlines how **we** deal with **your** personal information. **You** can access **your** personal information held by **us** on request and correct it if it is wrong.

Can more than one person be a customer?

If more than one person is the customer at any **premises**, these terms and conditions will apply to each of **you** jointly and severally. This means that each of **you** may individually be responsible for paying **our** entire invoice, and that everyone who wishes to become a customer will have to contact **us**.

You may nominate a person to make decisions for **you** under these terms and conditions. However, **you** are still responsible as a customer.

What if you have unpaid invoices?

As a customer, **you** will be responsible for paying all fees and charges and for making sure the requirements of these terms and conditions are met. **We** will give **you** reasonable notice if circumstances arise, or are likely to arise, which mean that **you** will incur a fee in addition to **your** standard rates for **LPG** supplied by **us**, including for unpaid invoices.

You agree that **we** may add any of **your** unpaid invoices with **us** from other **premises** to **your** next **LPG** invoice for **LPG** used at **your** new **premises**.

Please note that if **you**, or another person at **your premises**, has any unpaid invoices with **us**, **we** may refuse to supply **LPG** to **your premises** or accept **you** as a customer until that invoice has been paid.

3. RENTAL OF LPG EQUIPMENT

Energy Online will rent to **you equipment** including the **LPG** bottles for the supply of **LPG** to **your premises**. The **equipment** will remain the property of **Energy Online** or the **Distribution Company** at all times and may not be sold, rented, charged or otherwise transferred without **our** prior written consent. Title to the **equipment** will not pass to **you** at any time unless otherwise agreed in writing, and **you** will ensure that the **equipment** is not, and does not become, a fixture or fitting of the **premises**.

You will only allow the **LPG** bottles to be filled with **LPG** supplied by **us** or **our Distribution Company**.

You will keep the **equipment** in **your** possession at the **premises** during the term of this agreement and will be responsible for its security and condition. **You** will notify **us** of any damage to the **equipment** and will not undertake any work on the **equipment** except where authorised by **us**. Any **equipment** lost or damaged by **you** or while in **your** possession will be invoiced at replacement value.

4. WHAT ACCESS DO YOU NEED TO PROVIDE?

For any employee or agent of **Energy Online** or **our Distribution Company** **you** must:

- provide safe, unobstructed and slip free access to the **LPG** bottles, and any **equipment** on **your premises** between 7.00am and 7.00pm, Monday to Saturday, excluding public holidays;
- provide immediate access to **your premises** at any time for safety or emergency reasons; and
- allow access for installation, connection, testing, inspection, maintenance, repair, replacement, **discontinuation** or removal of any **equipment** owned by **us** and/or the **Distribution Company**.

You must:

- ensure that any dog or other animal is secured to enable safe and easy access; and
- keep **your** trees and other vegetation regularly trimmed to a safe distance from any **equipment**. If **you** do not, **you** will be liable for the costs of carrying out such work and **we** may not supply **LPG** to **your premises**.

Any representatives of **Energy Online** or the **Distribution Company** requesting access to **your premises** will carry identification and present their identification to **you** on request. If they are unable or unwilling to show **you** their identification, **you** should not give them access and should contact **us** immediately to confirm the reasons for the visit.

What if we have problems gaining access to your premises?

If granting access to **us** is difficult please contact **us** to discuss alternative access options.

If **you** don't provide adequate access or refuse to provide access, **we** will not be able to supply **LPG** to **your premises**.

What if we hold keys to your premises?

If **we** have a key or security information to enable **us** to gain access to **your premises**, **we** will be responsible for its safe keeping and will use it only for the purposes described in this section 4. **We** will comply with any direction from **you** to return or destroy keys that **you** have given **us**, and/or the **Distribution Company**.

5. HOUSING OF THE EQUIPMENT

You must provide and maintain, at **your** cost, a suitable space for the secure housing of the **equipment**.

Equipment should not be installed:

- in an inaccessible location,
- under a stairway,
- in a location where there would be no air movement across the **equipment**,
- under a building (unless permitted by the LPG Association Code of Practice No 2),
- in a position that would obstruct exits from a building,
- buried in the ground, or
- where damage is likely to occur, unless adequate protection is provided.

6. DELIVERY

You must request a delivery of **LPG** when it is required.

We will use **our** reasonable endeavours to deliver the **LPG** bottles to **you** within a reasonable time of receiving **your** request for delivery or in accordance with an agreed delivery schedule. Deliveries will be made during normal business hours unless we both agree otherwise.

You must provide **us** and **our** contractors with safe and easy access to **your premises** to enable delivery of the **LPG** bottles. If **you** do not provide **us** and **our** contractors with access in accordance with section 4, **you** may be charged a non-delivery fee or an additional delivery fee.

7. SAFETY

You must ensure that the **premises** at which the **equipment** is to be used shall at all times comply with any relevant laws and regulations and must remain safe to use. **We** may delay or suspend delivery at any time if access to **your premises** is considered by **us** to be unsafe, if the delivery conditions are considered by **us** to represent a hazard to **our** delivery drivers or the **Distribution Company's** delivery drivers, or if the connection is not considered to be compliant or safe.

You will ensure that **your** current **LPG** installation has been certified by a registered gas fitter in accordance with regulations under the Gas Act 1992. **You** must not store more than 100 kgs of **LPG** on the **premises** unless agreed to in writing by **us** in advance (in our sole discretion) and **you** have a current site location certificate in accordance with the Hazardous Substances and New Organisms Act 1996 and associated regulations. The LPG Association may be able to assist **you** in ensuring compliance with this requirement.

All **equipment** must be used in a safe and prudent manner. **You** must not tamper or interfere with any **equipment** except to the extent that action has to be taken to protect the health and safety of persons or to prevent damage to property. Please report any escape or smell of **LPG** from the **equipment** or any interference with the **equipment** to **us** immediately.

The risk of any loss, damage or deterioration of the **LPG** bottles or of the **LPG** in those bottles shall pass to **you** upon delivery.

8. HOW WILL WE INVOICE YOU?

We will send **you** an invoice for payment. **Your** invoice will be delivered to the address provided by **you**.

Any penalties or other charges that are additional to **our** usual fees will be separately itemised on **your** invoice. **You** must pay the total amount shown on each invoice (including GST) by the due date specified on the invoice. You may not deduct or set off any amount from the amount shown on your invoice.

What if you have a dispute?

If **you** dispute any amount payable under an invoice, **you** must give **us** notice at least 3 working days prior to the due date of the invoice, identifying the amount in dispute, and giving full reasons for the dispute. **We** will investigate **your** dispute as quickly as possible.

If **you** dispute the amount on **your** invoice, or any part of **your** invoice, **you** must still pay the undisputed portion of that invoice in full by the due date. If **you** do not pay the undisputed portion of **your** invoice, and fail to contact **us**, **we** may remove the **LPG** bottles from **your** **premises**.

We will not stop supplying **you** with **LPG** if there is a genuine dispute between **us** in relation to an invoice and **you** have paid **us** any undisputed amount by the due date.

What if you don't pay?

We will try to help **you** in making payment arrangements with **us**, but if **you** do not pay amounts due to **us**, **we** may remove **your** **LPG** **equipment** and **you** may incur fees for **discontinuation** and debt collection (in addition to **our** other rights under this agreement or at law).

Any costs incurred in collecting money owing to **us** by **you**, including bank fees, credit **agency** fees, legal and court costs and default interest, are payable by **you**.

What if your invoice is wrong?

If **your** invoice is incorrect, **we** will refund any amount that **we** have over-charged, or **you** will pay any amount that **we** have under-charged. In any event, **you** will be responsible for the payment of all of the **LPG** used by **you**.

9. WHAT FEES AND CHARGES WILL YOU PAY?

You must pay the fees and charges set out in the [Energy Online LPG price list](#) unless **we** have agreed otherwise in writing, including **LPG** bottle rental, **LPG** bottle refill and **LPG** delivery charges. These fees and charges may change from time to time.

We may also require **you** to pay other fees for services provided to **you** which are not shown on **our price list**. If circumstances arise that mean **you** will incur an additional fee, **we** will tell **you** before charging **you** this fee. All prices include GST unless specified otherwise. Please call **our** Customer Excellence Team, or check **our** website, for a copy of **our** most recent **price list**.

If **you** move, have **your LPG** supply permanently **discontinued** or no longer require **LPG**:

- and **you** have paid the full monthly **LPG** bottle rental, **Energy Online** shall not be required to apply a pro rata credit to **your Energy Online** account for the remaining **LPG** bottle rental period. Where the monthly **LPG** bottle rental has not been paid, **you** must pay the full monthly **LPG** bottle rental for the relevant period; and
- if a full **LPG** bottle is returned, **Energy Online** will apply a credit for this bottle to **your** final **LPG** account. If, however, a partially used **LPG** bottle is returned, **Energy Online** will not refund the unused portion of **LPG**.

10. HOW DO YOU PAY YOUR INVOICE?

You may pay **your** invoice by any of the methods described on [our website](#). If **you** would like to receive further details, please call **us** on 0800 086 400.

All money owing must be paid by the due date on **your** invoice.

Without limiting any of **our** other rights under this agreement or at law, **we** may charge interest on overdue **LPG** accounts at the rate of 2.5% per month.

11. DISCONTINUATION OF YOUR LPG SUPPLY

Discontinuation by you

You may terminate these terms and conditions at any time by providing 2 weeks' notice. If **you** are moving house or changing **premises** **you** must also give **us** a forwarding address. These terms and conditions will come to an end when **we** receive payment in full of all outstanding fees and charges.

If **we** agree to supply **LPG** to **your** new **premises**, these terms and conditions will apply to **your** new **premises**.

Upon termination of this agreement **you** will allow **us** and/or **our** contractors and agents to enter the **premises** and collect the **equipment**. For the avoidance of doubt, this right survives termination of this agreement.

If the new occupier does not take over the supply from **Energy Online** within a reasonable time period, **we** will collect the **equipment** in line with the distribution cycle for **your** region, and the passing of risk will occur when **we** have collected the **equipment**.

What if you are switching your LPG supply to another supplier?

If **you** are not going to remain **our** customer after **your** move, **our** charges to **you** will stop on the date agreed between **you** and **us**. This agreement will come to an end when **we** receive all outstanding payments from **you**.

Where **you** have instructed **us** that **you** are switching to another retailer, **we** will terminate **your** supply in accordance with industry standards and your new retailer or its agents will remove the **equipment** and return it to **us**. **You** must allow **your** new retailer or its agents access to **your premises** in order to remove the **equipment**.

Discontinuation by us

In addition to **our** and the **Distribution Company's** other rights of **discontinuation** under these terms and conditions, **your LPG** supply may be **discontinued**:

- if **you** are no longer receiving **your** electricity or reticulated gas supply from **Energy Online**;
- for non payment of the undisputed portion of an invoice, or
- if **you** breach any other term of these terms and conditions.

Will we tell you about discontinuation of your supply?

Except in the case of emergencies, for safety reasons, or where **we** suspect **you** have tampered or interfered with the **equipment** at **your premises** supplied by **us** or the **Distribution Company**, **we** will tell **you** at least 7 days before **we** **discontinue your** supply of **LPG**. **We** will also contact **you**, at the contact details provided by **you**, to provide **you** with a final warning at least 24 hours prior to **discontinuing your** supply. Any notice of **discontinuation** from **us** will include information as to how **you** may be able to prevent **discontinuation**, if prevention is possible.

We may ask **you** to pay a **discontinuation** fee in respect of the action taken by **us** under this section 11.

The **Distribution Company** is entitled to **discontinue your** supply if:

- **you** fail to grant the rights of access specified in these terms and conditions,
- the location of **your equipment** does not allow the safe supply of **LPG**,
- the location of **your equipment** does not comply with the relevant laws and regulations
- requested to do so by **us**,

- it considers **your equipment** to be unsafe, or
- **you** breach any other term of these terms and conditions.

12. HOW DO YOU RESUME SUPPLY?

When **you** want to start **your LPG** supply for either a new connection, an altered connection or a reconnection, please call **us**. Before **we** agree to reconnect **your LPG** supply **we** may require **you** to:

- be present at time of reconnection,
- have a registered gas fitter carry out the reconnection,
- pay all outstanding amounts,
- agree to a payment plan or any other reasonable requirements,
- pay for the resupply of new bottles,
- pay the monthly bottle rental fee, and/or
- provide a gas compliance certificate from a registered gas fitter.

13. WHAT HAPPENS IF YOU HAVE A COMPLAINT?

Energy Online is a member of the Electricity and Gas Complaints Commissioner Scheme and will deal with any complaints **you** have in relation to **your LPG** supply in accordance with the requirements of that Scheme.

If **you** have a complaint, please contact **our** Customer Excellence Team. **Our** contact details are set out in section 1, or, alternatively, **you** can make an appointment to see **us** at **our** offices. **Our** free internal complaints resolution service is [explained on our website](#).

We will try to resolve **your** complaint straight away. If it is complex, or involves other parties, such as the **Distribution Company**, **our** Customer Resolutions Team will investigate it for **you**. **We** may also refer it to the **Distribution Company**. If **we** do this, **we** will tell **you**.

In any event, **we** will acknowledge **your** complaint in writing within 2 working days after **we** receive **your** complaint.

If **we** can't resolve **your** complaint straight away, **we** will give **you** a response within 7 working days after **we** receive **your** complaint.

If:

- **we** have not resolved **your** complaint within 20 working days and have not written to **you** explaining why **we** need more time to reach a resolution; or
- **we** have taken longer than 40 working days to resolve **your** complaint; or
- **you** are not happy with **our** proposed resolution,

you may refer **your** complaint to the free independent dispute resolution service provided by the Electricity and Gas Complaints Commissioner on 0800 22 33 40 or visit www.egcomplaints.co.nz. **You** may also refer **your** complaint to the Disputes Tribunal, the Court or other third party.

14. WHAT IS ENERGY ONLINE'S LIABILITY FOR LOSS OR DAMAGE?

What will we be liable for?

We will not be liable to **you** (in contract, tort (including negligence) or otherwise) for any loss or damage **you** may suffer unless that loss or damage is direct loss of or damage to **your** physical property and it occurs due to:

- **our** breach of these terms and conditions, or
- **our** negligence,

and the loss or damage is:

- reasonably foreseeable and is directly caused by **our** breach or **our** negligence, and
- is not caused by something beyond **our** control,

but **we** will not be liable in any cases for any other loss or damage, including indirect or consequential losses, loss of profits or similar.

What is an event beyond our control?

An event or cause beyond **our** control includes, but is not limited to: acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, earthquake, fire, lightning, storm, flood or other similar event, traffic accidents, acts or omissions by the **Distribution Company**, problems with **your LPG** gas pipes inside **your premises**, problems with the distribution of **LPG**, problems arising because of health and safety hazards at **your premises**, and other things which **we** do not have control over.

What is our maximum liability?

If **we** are liable to **you**, the maximum amount **we** will pay as compensation for **your** loss is \$10,000 in respect of any event or series of closely related events. **We** may choose to replace any damaged property or goods, up to the same maximum amount, instead of paying cash.

We are not required to honour these terms and conditions in circumstances where an event has occurred which is beyond **our** control and which prevents **us** from doing the things **we** would normally do. **We** will carry on honouring **our** obligations as soon as it is reasonably practicable for **us** to do so.

If **you** acquire goods or services from **us** for personal, domestic or household use or consumption, any rights **you** have under the Consumer Guarantees Act 1993 are not affected by **our** limitations of liability. However, if **you** acquire goods or services from **us** for the purposes of a business, the Consumer Guarantees Act 1993 does not apply to the maximum extent permitted by law.

You acknowledge that to the fullest extent permitted by law, **we** exclude any and all liability to **you** under sections 9, 12A, 13 and/or 14(1) of the Fair Trading Act 1986.

All other express or implied warranties or guarantees (including those set out in the Sale of Goods Act 1908) are fully excluded to the fullest extent allowed by law.

Our limitations of liability extend to **our** employees and agents for the purposes of the Contracts (Privity) Act 1982.

Notwithstanding any provision to the contrary in these terms and conditions, nothing in these terms and conditions will exclude or limit the application of any law in New Zealand where such law applies to the supply of **LPG**, or any other services **we** supply, to the extent that to do so would:

- contravene that law; or
- cause any part of this section 14 to be void.

15. YOUR LIABILITY

What will you be liable to us for?

You agree to indemnify **us** and **our** representatives, agents and employees, in respect of all claims, demands, actions, suits, proceedings, damages, losses and expenses of any nature, arising out of or in connection with any breach of these terms and conditions by **you**.

What is your maximum liability to us?

If **you** are liable to **us**, the maximum amount **you** will pay **us** as compensation for **our** loss is \$10,000 in respect of an event or series of closely related events ("**customer liability cap**"), subject to the following exceptions. The customer liability cap does not apply to any charges payable by **you** under these terms and conditions, where the loss is caused by **your** deliberate or wilful conduct. The customer liability cap also does not apply unless the goods or services acquired from **us** are of a kind ordinarily acquired for personal, domestic or household use or consumption.

16. CAN WE CHANGE THESE TERMS AND CONDITIONS?

We may make changes to these terms and conditions, the **Distribution Company's** requirements, or **our price list**. If **we** make changes to these terms and conditions, the **Distribution Company's** requirements or if **we** increase the **LPG** prices set out in **our price list**, **we** will give **you** at least 30 days' notice of the changes. **We** will do this by any reasonable method of communication including by:

- advertising in a local daily newspaper, or
- posting a notice on **our** website; or
- writing to **you**; or
- emailing **you**; or
- notifying **you** by other electronic means,

or by a combination of these methods.

17. CAN YOU TRANSFER YOUR RIGHTS AND RESPONSIBILITIES?

This agreement may not be transferred or assigned by **you** to any other person.

We may transfer to someone else all or any part of **our** rights and responsibilities under this agreement. **We** may also sub-contract or delegate **our** responsibilities under this agreement to other people or companies. Where **we** transfer **our** rights and responsibilities under this agreement, **we** will advise **you** that the agreement is being transferred to another company, where **you** can access the information **you** need to contact the new company and when the transfer will take place. If, for any reason, **we** have, or **we** are likely to have, a receiver, liquidator or other similar officer appointed, **we** will take all reasonable steps to ensure that the supply of **your** LPG is not affected.

18. HOW WILL WE CONTACT YOU?

Except as otherwise provided in these terms and conditions, **our** invoices or notices to **you** will be:

- delivered to **your premises**, or
- mailed to the most recent postal address **you** have given **us**, or
- emailed to the most recent email address **you** have given **us**,
- posted on **our** internet billing system, or
- sent to **you** by electronic means (where **you** have agreed to receive **your** invoices in this manner).

All notices sent to **you** will be considered to have been received by **you**:

- on the day it was delivered to the address to which **you** asked **us** to send notices; or
- 3 days after being posted by **us** to the postal address **you** provided to **us**; or
- the day after it was transmitted to the email address **you** provided to **us**, or posted to **our** internet billing system or sent to **you** by electronic means; or
- on the day after it was published on **our** website or the notice appeared in **your** local newspaper.

19. GETTING LPG TO YOU - USING THE DISTRIBUTION COMPANY

The **Distribution Company** **we** work with to supply **LPG** requires **us** to ensure that the information contained below is agreed to by **you**. When **you** become **our** customer, **you** agree to those arrangements as part of this agreement.

20. WHAT IS THE DISTRIBUTION COMPANY'S LIABILITY FOR LOSS OR DAMAGE?

If the **Distribution Company** causes **you** loss or damage, **you** may wish to advise **us**.

The **Distribution Company** has agreed to be liable to **us** in certain instances.

We may decide, in **our** sole discretion, whether to seek to recover any sum from the **Distribution Company** in respect of the loss or damage **you** have suffered. If **we** recover any sum from the **Distribution Company**, **we** will forward to **you** the amount so recovered (less **our** reasonable

costs of recovering such sum) which is applicable to **you**. Other than paying **you** such amount, **we** will have no liability to **you** in respect of any defaults by the **Distribution Company**.

If **you** acquire goods or services for the purposes of a business, the Consumer Guarantees Act 1993 does not apply to the services provided by the **Distribution Company** to the maximum extent permitted by law.

You indemnify the **Distribution Company** from any claim made by any third party in respect of any damage or loss to any third party from the **LPG equipment** while the **equipment** is in **your** possession. This condition, and the other conditions in these terms and conditions which refer to the **Distribution Company**, are intended to be for the benefit of, and are enforceable by, the **Distribution Company** under the Contracts (Privity) Act 1982.

21. NO WAIVER

All **our** rights shall remain in force notwithstanding any delay or forbearance of enforcement and no waiver by **us** shall arise under any circumstances unless such waiver has been expressly agreed to in writing by **us**.

22. WORDS WE USE IN THIS AGREEMENT

discontinue and **discontinuation** means the removal of **equipment** from **your premises**.

Distribution Company means the distribution company which is responsible for installing, maintaining, repairing, delivering and refilling the **LPG** bottles on **our** behalf.

Energy Online, we, us and **our** means Genesis Energy Limited, its agents, successors and assignees.

equipment means the **LPG** bottles and any other **LPG** equipment supplied by **Energy Online** or the **Distribution Company**.

LPG means Liquefied Petroleum Gas, which complies to NZS5435.

premises means the property supplied with **LPG** under this agreement including all pipes, **equipment** and appliances on **your** site that use **LPG** other than those owned by **us** or **our Distribution Company**.

price list means **Energy Online's** various pricing plans, fees (including special fees) and charges for **LPG** and other services which from time to time apply in **your** area. **Your** current relevant **price lists** are available by calling **our** Customer Excellence Team.

you/your means you, the customer.