



GENESIS ENERGY BOTTLED GAS MONITORING - TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

- 1.1 These terms and conditions ("**Terms**") apply in relation to the installation and use of an bottled gas monitoring device provided by Genesis Energy ("**Device**").
- 1.2 In these Terms, references to "you" and "your" means you, the Genesis Energy account holder and references to "Genesis Energy", "we", "us" and "our" means Genesis Energy Limited.

2. ELIGIBILITY

- 2.1 You acknowledge and confirm that:
- (a) you are the legal owner of the property, or have the legal owner of the property's consent to use the Device at the property, in which the Device will be installed ("**Property**");
 - (b) your Property is within our coverage area – coverage maps can be found at genesisenenergy.co.nz/bottled-gas-monitoring; and
 - (c) you are a Genesis Energy electricity and bottled gas customer at the Property;
- (together, the "**Eligibility Criteria**").
- 2.2 It is a fundamental term that, at the time you apply for a Device until the Device has been installed, you satisfy the Eligibility Criteria. If Genesis Energy has accepted your application for a Device but it is subsequently found that you do not meet the Eligibility Criteria ("**Non-Eligibility Event**"), Genesis Energy may cancel the installation of the Device and clause 10.4 shall apply.

3. FEES AND CHARGES

- 3.1 At the time you apply for a Device, Genesis Energy will notify you of any the upfront setup fee for delivery and installation of the Device ("**Setup Fee**") and any Rental fee for use of the Device ("**Rental Fee**") which may apply and will be payable in accordance with clause 3.2.
- 3.2 Where applicable, the Setup Fee and Rental Fee will be shown on you Genesis Energy electricity or gas bill ("**Genesis Energy Bill**"). You agree to pay the Setup Fee (if any) and the Rental Fee (if any) on each due date

specified in your Genesis Energy electricity or gas bill.

- 3.3 Neither the Setup Fee or Rental Fee are subject to any prompt payment discount or any other discount.
- 3.4 Genesis Energy reserves the right to change any Setup Fee and/or Rental Fee at any time by providing you with 28 days' written notice. You are entitled to terminate this agreement by providing Genesis written notice prior to any change taking effect if you do not agree with the changes.
- 3.5 Genesis Energy will combine your invoice for the Rental Fee with your Genesis Energy Bill.
- 3.6 Genesis Energy reserves the right to determine the priority of payments and any part payment of a Genesis Energy Bill will be prioritised toward your energy portion of the bill in the first instance and the balance will be applied toward the Setup Fee and/or Rental Fee. Should any part payment not be sufficient to cover both the energy portion and the Setup Fee and/or Rental Fee, the Setup Fee and/or Rental Fee will be deemed unpaid.

4. INSTALLATION

- 4.1 Delivery and installation of the Device will be carried out by Genesis Energy's appointed installer ("**Installer**").
- 4.2 Your Device must only be installed by the Installer.
- 4.3 Following your order our Installer will contact you and advise you of the next possible scheduled delivery and installation date for your Device (which, for the avoidance of doubt, shall include the delivery, install, testing, inspection and livening of the Device, but shall not include any incidental works or services that may be required to install the Device at your Property) ("**Installation**").
- 4.4 You agree that the Installer may contact you to arrange a suitable time for Installation.
- 4.5 Where the Installer attends the Property at an advised time and is not able to gain entry for any reason, installation will be cancelled and:
- (a) you will be required to contact the Installer to arrange another time for Installation; and



- (b) subject to clause 10.3, Genesis may charge you a fee for the rescheduled Installation which shall be notified to you at the time you reschedule the Installation.
- 4.6 If the Installer determines (at its sole discretion) that any incidental work is required to install the Device at your Property and this work gives rise to unexpected costs, it will give you the opportunity to pay such costs. If you elect not to pay such costs the Device will not be installed at the Property and clause 10.4 will apply.
- 4.7 If the Installer deems your property to be unsuitable for Installation because of a Non-Eligibility Event the Device will not be installed at your Property and clause 10.4 will apply.
- 4.8 You must not move, change or alter the Device in any way
- 4.9 You must allow Genesis Energy or the Installer to periodically access the Device including for maintenance purposes. If such access is required outside your usual bottle gas delivery schedule, we (or our Installer) will notify you of this in advance.

5. REMOVAL OR UNINSTALLATION OF THE DEVICE

- 5.1 Your Device may only be removed by a Genesis approved Installer.

6. RISK AND TITLE

- 6.1 The Device shall remain the property of Genesis Energy at all times and you must not:
 - (a) remove the Device from the Property;
 - (b) sell, lease, dispose of, lend or otherwise part with possession of, or modify in any way, the Device;
 - (c) use the Device for any purpose other than Genesis Energy's bottle monitoring service;
 - (d) deface, obliterate or remove any label or mark which identifies our ownership of the Device; or
- 6.2 do any other act which may adversely affect or prejudice our ownership of the Device.
- 6.3 Risk in the Device passes to you immediately following Installation. This means you will be responsible for the Device on and from the time of Installation.

- 6.4 You will be liable for any damage to, or loss or theft of, the Device while it remains at your Property. If there is any damage to, or loss or theft of, the Device while it remains at your Property, we may charge you a fee not exceeding \$575.

7. WHAT HAPPENS WHEN I MOVE HOUSE OR CHANGE ENERGY PROVIDERS?

- 7.1 You must notify us at least 10 business days in advance if you switch energy providers, are moving house or otherwise stop living at the Property. You will be asked to provide us with the date that you are moving house and on or before that date:
 - (a) the Device will be removed; and
 - (b) this agreement will automatically terminate and clause 14.4 will apply.
- 7.2 For the avoidance of doubt this applies whether you remain an owner of the property or not.

8. ONLINE SERVICE

- 8.1 You may have the ability to use the Energy IQ app with your Device ("**Energy IQ Monitoring Service**"). To use the Energy IQ Monitoring Service you must have a compatible mobile device and download the Genesis Energy IQ app from either the App Store® (for Apple® devices) or the Google Play Store (for Android™ mobile devices).
- 8.2 When you download the Genesis Energy IQ app you will be required to acknowledge and agree to the Genesis Online Service Terms and Conditions (available at [genesisenergy.co.nz/online-terms](https://www.genesisenergy.co.nz/online-terms)). To the extent that there is any conflict between the Genesis Online Service Terms and Conditions and this agreement, this agreement will prevail.
- 8.3 You may receive periodic updates about the amount of gas remaining in your bottles and your use of the Device, while using the Device ("**Notification Service**"). These notifications will be sent to you by email, text message or other form of communication to the address(es) provided by you from time to time. By using the Device, you consent to receiving such notifications.
- 8.4 The Energy IQ Monitoring Service and/or the Notification Service shall constitute the "**Online Service.**"



9. WHAT IF YOU DON'T PAY

- 9.1 If you do not pay an applicable Rental Fee on your Genesis Energy Bill, in full by the due date we may suspend your use of the Online Service and/or terminate this agreement pursuant to clause 14.3(b).
- 9.2 You will be liable for any costs incurred in collecting overdue money owing to Genesis Energy by you (including bank fees, credit agency fees and legal and court costs) or in exercising Genesis Energy's other legal rights as a result of a breach of this agreement by you.

10. STOPPING OR CANCELLING INSTALLATION

- 10.1 Without limiting clauses 2.2, 4.5, 4.6 and 4.7 Genesis Energy reserves the right to stop the Installation for any reason including where Genesis Energy considers it uneconomic or unsafe to do so. Genesis Energy may exercise this right at any time.
- 10.2 If:
- (a) you decide to stop or cancel the Installation as a result of Genesis Energy's breach of this agreement; or
 - (b) Genesis Energy decides to stop or cancel the Installation otherwise than as set out in clauses 2.2, 4.5, 4.6 and 4.7,
- Genesis Energy will refund the Setup Fee in full and this agreement will automatically be terminated.
- 10.3 In addition to your rights set out in clause 10.2(a) you may decide to stop or cancel the Installation by notifying the Installer at any time up to 48 hours prior to the scheduled installation at your Property without incurring any rescheduled Installation fees.
- 10.4 If Installation is stopped or cancelled pursuant to clauses 2.2, 4.5, 4.6 or 4.7:
- (a) Genesis Energy may retain the Setup Fee (if any);
 - (b) The Installer will collect the Device and we may charge you a reasonable fee;
 - (c) you agree to indemnify Genesis Energy for any direct costs incurred by Genesis arising directly out of cancellation of the Installation; and
 - (d) this agreement will be automatically terminated.

11. HOW GENESIS ENERGY WILL USE YOUR INFORMATION

- 11.1 Genesis Energy may ask you to provide it with some personal information which it may use for a number of purposes, including delivery, Installation, confirming your identity, credit checks, debt collection or any other check or investigation in connection with the Eligibility Criteria. In addition, Genesis Energy will collect information transmitted by the Device in relation to your energy consumption at the Property.
- 11.2 You authorise Genesis Energy to:
- (a) contact and/or provide information to third parties in order to confirm your identity;
 - (b) provide your personal information to the Installer for the purpose of carrying out the Installation, inspection or removal of the Device;
 - (c) request information from other relevant third parties, as required under Genesis Energy's standard eligibility and credit criteria;
 - (d) analyse and collate the data collected via the Device for the purpose of providing the Online Service and Genesis Energy's services to you;
 - (e) use non-identifiable data collected via the Device for the purpose of aggregation and sharing of anonymised data with customers using the Online Service.
- 11.3 Any personal information you give or is lawfully received by Genesis Energy from third parties is strictly confidential and will be kept secure and held in accordance with our Privacy Policy (available at [genesisenergy.co.nz/privacy-policy](https://www.genesisenergy.co.nz/privacy-policy)) and the Privacy Act 1993.

12. LIABILITY

- 12.1 You have rights and protections under the Consumer Guarantees Act 1993 and Fair Trading Act 1986 that are not affected by Genesis Energy's limitations of liability contained in this agreement.
- 12.2 Except as provided in clause 12.1, Genesis Energy will not be liable to you (in contract, tort (including negligence) or otherwise) for any loss or damage you may suffer unless, and to the extent that, that loss or damage



is direct loss of or damage to your physical property and it occurs due to:

- (a) our breach of this agreement; or
- (b) our negligence;

and the loss or damage is:

- (c) reasonably foreseeable and is directly caused by our breach or our negligence; and
- (d) is not caused by something beyond our control.

12.3 To the extent that Genesis Energy is liable to you for physical damage to your property pursuant to clause 12.3, the maximum aggregate amount Genesis Energy will pay as compensation for your loss is \$1,000,000NZD for any incident.

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

- (a) our breach of this agreement; or
- (b) our negligence;

and the loss or damage is:

- (c) reasonably foreseeable and is directly caused by our breach or our negligence; and
- (d) is not caused by something beyond our control.

12.5 Subject to clauses 12.1 and 12.3, if Genesis Energy is liable to you, the maximum aggregate amount Genesis Energy will pay as compensation for your loss is \$20,000NZD

12.6 Genesis Energy's limitations of liability extend to its contractors for the purposes of the Contracts (Privity) Act 1982.

13. FORCE MAJEURE

13.1 Genesis Energy is not liable for any failure to perform or for any delay in performing its obligations under this agreement if that failure or delay is due to an event which is beyond its control and which prevents Genesis Energy from doing the things it would normally do. Genesis Energy will perform its obligations under this agreement as soon as it is reasonably practicable to do so.

13.2 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, problems arising because of health and safety hazards at the Property, and other things which Genesis Energy does not have control over.

14. TERMINATION

14.1 You may terminate this agreement at any time by giving at least 10 business days' written notice to Genesis Energy.

14.2 Genesis Energy may terminate this agreement at any time by giving at least 10 business days' written notice to you.

14.3 Genesis Energy may terminate this agreement with immediate effect by giving written notice to you if:

- (a) you cancel your energy supply contract with Genesis Energy for any reason;
- (b) you fail to pay any amount owing under this agreement by the due date for such payment;
- (c) you breach, or fail properly or promptly to perform, any of your obligations under this agreement and fail to remedy the breach or non-performance within 10 business days after receiving written notice from Genesis Energy;
- (d) Genesis Energy is concerned at any time (on reasonable grounds) about your ability to pay your debts as they fall due.

14.4 Following termination of this agreement:

- (a) Genesis Energy will deactivate the Device; and
- (b) Genesis will arrange from the Installer to uplift the Device from your Property and where any fee is applicable, Genesis Energy will notify you of such fee prior to arranging for the Device to be uninstalled.