

## **Vector Ongas terms and conditions Residential piped LPG**

### **1. Introduction**

1.1 These terms and conditions explain how we (On Gas Limited) will supply you (as our customer) with liquefied petroleum gas (“Gas”). By setting up your Gas supply account with us, you agree to us supplying your Gas on these terms and conditions (“this Agreement”). Capitalised terms used in this Agreement are explained when we first use them.

1.2 This Agreement will begin on either the date that you set up your Gas supply account, or the date on which we first supply you with Gas, whichever comes first.

1.3 We might change or update this Agreement (including the Pricing Plan) at times. If we do, we will let you know at least 2 weeks before the changes take effect. We will let you know either by email, letter, or in one of your monthly invoices. If you don’t agree to the changes, you can let us know in writing that you want to end this Agreement. As long as you have written to us within 2 weeks after us telling you about the changes, the changes (including any pricing changes) won’t apply to your Agreement before it ends. This Agreement will end 2 weeks after you advise us you want to end this Agreement.

### **2. Delivery, Risk and Title**

2.1 We can use the gas distribution system (“the Network”) because we either own the Network (we are “the Network Owner”), or we have an arrangement with the Network Owner so that we can use the Network to provide you with Gas.

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

- a) may stop or disconnect your gas supply if you don’t carry out your obligations under this Agreement or if your equipment does not meet the Network Owner’s requirements;
- b) may interrupt your gas supply for maintenance, emergencies or any other event that may endanger people or property; and
- c) will only be liable to you, if we are liable to pay you any amount under clause 8: Liability.

2.3 Once the Network Owner makes the Gas available to you at the Delivery Point (this is where the Network connects to the outlet of the Meter), we consider that the Gas has been delivered to your property. Once the Gas has been delivered, you take on any risk in or associated with the Gas.

2.4 If you stop carrying out your obligations under this Agreement, we do not have an obligation to deliver Gas to you.

### **3. Safety**

3.1 You will:

- a) use the Gas safely at all times;
- b) abide by the relevant Gas laws and regulations at all times; and
- c) avoid tampering with the gas supply valve (which is under the control of the network owner or gasfitter).

You agree that we can suspend delivery of Gas to you if we think that the property is unsafe. If we suspend your Gas supply for safety reasons, we will not be liable to you in any way.

3.2 If there is any accidental or unintended escape of Gas, or any other problem or fault with the Network, let us know immediately.

#### **4. Prices and Payment**

4.1 The Pricing Plan (set out in your Welcome Pack) explains how we will charge you for your Gas supply. All fees and charges include GST and any ETS liability (which is the cost we incur as a result of a participant's emissions liability under the Climate Change Response Act 2002, for the Gas we supply you).

4.2 We will send you an invoice in accordance with the Goods and Services Act 1985, every month, either directly from us or through a third party. The invoice will explain:

- a) our charges for supplying you with gas; and
- b) how you can pay the amount that you owe.

Our first invoice to you will also include any charges for connecting your property to the Network.

4.3 You must pay the amount due on your invoice on or before the 20th of the month following that to which the most recent charge relates. For example, if we send you an invoice for charges incurred in August, you will need to pay the amount due on or before the 20th of September. If we believe that you are a credit risk, we may require immediate payment from you at any time.

4.4 Sometimes we might ask you to pay a deposit before we start to supply you with Gas. We will use the deposit if you fail to pay any of your invoices in the future, or to clear your final invoice. If we don't use your deposit or if there is money left over from the deposit, we will refund the money to you when you terminate this Agreement.

4.5 Without limiting our other rights and remedies under this Agreement, we may ask you to pay:

- a) interest on any amounts outstanding on an invoice, from the due date until you make the full payment. Interest will be charged on a daily basis at a rate of 2.5% per annum above RBNZ's 90 day bank bill rate; and
- b) the costs that we incur in getting you to pay your invoice, for example debt collector's fees or commissions, legal fees and disbursements and our administration costs.

4.6 If you don't pay an invoice on or before its due date then we may stop supplying you with Gas, or disconnect your supply.

#### **5. Metering**

5.1 We will make sure that you have a Meter (a gas meter) to measure your Gas supply. We read meters based on cubic metres of Gas supplied and then convert this to kilowatt hours (kWh) using the conversion factors defined in the New Zealand Standard 5259 for Gas Measurement.

5.2 So that we can measure your Gas supply, you must provide a safe, secure and accessible location for the Meter and let us or the Network Owner install an appropriate Meter on the property. Meters will be read regularly.

5.3 If we or the Network Owner test your Meter and discover that we have:

a) overcharged you at any time in the previous 12 months before the testing was completed, we will either credit the overcharged amount to your account, or refund that amount to you by issuing a credit note – you get to choose; or

b) undercharged you at any time in the previous 12 months before the testing was completed, we will send you an invoice and you must pay for that supply of Gas as per the normal payment process.

5.4 If you think a Meter is faulty, contact us as soon as possible. You must not let anyone other than us, the Network Owner or Metering company work on, inspect or interfere with a Meter. You must take steps to prevent any damage to the Meter while it is on the property. If you fail to look after the Meter, you must pay the full cost of any loss or damage, either to us or to the Meter Owner.

## **6. Access to Your Site**

6.1 Between 7:30am until 7:00pm from Monday to Saturday, you must let our staff, the Network Owner's staff, or Meter company's staff and contractors onto the property to read your Meter (remember this reading will usually only happen every two months). If you do not provide unobstructed access to the property during those hours, we may charge you for making a special Meter reading.

6.2 Where we cannot gain access to the property to read the Meter, we will estimate how much Gas we supplied to you. We will base our invoices on these estimates.

6.3 Between the hours of 7:30am and 7:00pm, Monday to Saturday, you must also give both us and the Network Owner safe and unobstructed access to the property to perform any work, maintenance and inspections. We will carry out this work so that:

- a) we can ensure that your gas supply is safe and continuous;
- b) we can determine the amount of Gas that we supplied to you; or
- c) we can access your Meter for any other related purpose.

Whilst we will normally only access the property during the hours stated above, in an emergency, you must give either us or the Network Owner immediate access to the property if we need it.

## **7. Ending the Agreement**

7.1 You may end this Agreement at any time by letting us know in writing at least three weeks before you want this Agreement to end. If you want to end this Agreement because you don't agree to the changes we've made to this Agreement (see clause 1.3), you only need to give us 2 weeks' notice. When you let us know that you want to end this Agreement, you must give us your new forwarding address so that we can contact you for any outstanding amounts to pay or credits owing.

7.2 If we want to terminate this Agreement, we will let you know in writing at least two weeks in advance. However if you:

- a) don't pay your invoices by the due date; or
- b) breach any other terms of this Agreement,

we can write to you to let you know that we are immediately terminating this Agreement.

7.3 If you move out of the property, you must let us know in writing at least three weeks before you leave. During the three weeks we will be in touch to make arrangements with you for the

new property, or we can end the Agreement. If you do not give us at least three weeks written notice, you will need to pay for the Gas used at the property until this Agreement ends.

7.4 When this Agreement ends, you must let us, the Network Owner, or Metering company onto the property to collect both the Meter, and any other equipment associated with the Meter.

7.5 The cost of removing the Meter and associated equipment is the responsibility of the property owner and will be invoiced to you.

## **8. Liability**

8.1 We will only be liable to you for up to \$1,000 in any twelve-month period for any breach of this Agreement. If the amount we owe to you cannot be limited under any law including the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, we will pay you the full amount. We will also only hold you liable for up to \$1,000 in any twelve-month period for any breach of this agreement. However you will need to pay the full amount demanded if you:

- a) fail to pay any invoice set out in clause 4;
- b) cause damage or loss to the Network or anyone else's property by being negligent; or
- c) cause loss and the amount owed cannot be limited under any law.

We will not be liable to you for consequential loss, indirect loss, loss of profits or similar claims unless the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 says we are liable.

8.2 You indemnify us in respect of all claims, proceedings, damages, losses and expenses, 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 If events beyond our control prevents either of us from carrying out our responsibilities under this Agreement, neither of us will be obliged to pay any money to the other. Some examples of 'events beyond our control' are: acts of God, war, earthquake, lightning, storm, faults in the Network and acts or omissions by the Network Owner when we are not the Network Owner.

## **9. Privacy Act**

We may need information about you in order to supply you with Gas under this Agreement. You agree that you will provide us with that information. If any information that you provide us constitutes 'Personal Information' (which is explained in the Privacy Act 1993), we will only use your Personal Information in the ways that we have set out in our privacy policy online at [www.vector.co.nz/privacy-policy](http://www.vector.co.nz/privacy-policy).

## **10. Complaints**

If you have a complaint, please call [0800 84 12 12](tel:0800841212) or email [enquiries@ongas.co.nz](mailto:enquiries@ongas.co.nz) to access our free complaints process. If we cannot resolve your complaint, you can contact Utilities Disputes Limited on [0800 22 33 40](tel:0800223340) or go to [www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz). Utilities Disputes is a free and independent service for resolving complaints about utility providers. Please note that more information about the complaints process can be found on our website at: [www.vectorongas.co.nz/help-centre](http://www.vectorongas.co.nz/help-centre).

## **11. Notices**

If we need to send you something in writing, we will send it to your last known address, or the email address that you most recently provided to us. We will assume that the notice was delivered:

- a) when it was delivered to the property if hand-delivered;
- b) on the third working day after we sent it, if mailed or sent; and
- c) at the time the email was sent, if sent by email.

## **12. General**

12.1 If 'you' means more than one person, you are responsible for both your personal actions, and the actions of the other person in relation to this Agreement.

12.2 If we don't take advantage of a right or remedy that is available to us under this Agreement, this does not mean that we cannot take advantage of that right or remedy in the future. If we want to waive a right or remedy, we must let you know in writing that we will be waiving it. For example, if you fail to pay an invoice on time, we may not choose to end this Agreement immediately. However should you fail to pay another invoice on time, we can still choose to end this Agreement immediately despite not having taken this option the first time.

12.3 The terms set out here make up the whole agreement between you and us in relation to us supplying you with Gas. This means these terms will apply instead of any previous or other discussions, representations and agreements between you and us.

12.4 If you want to transfer or give your rights and responsibilities under this Agreement to another person, we need to agree to this transfer in writing first.

We may however assign or otherwise transfer any of our rights and obligations under this Agreement to any related company of ours, or to anyone who buys all or part of our business without your prior written consent. If we do this, we will let you know either in writing or by a notice in your local newspaper. We may also subcontract any of our rights and obligations under this Agreement at any time (so someone else might provide the service to you on our behalf).

12.5 As we are not always the Network Owner and the Network Owner delivers gas through the network to you, this Agreement is also intended to be for the benefit of and shall be enforceable by the Network Owner for the purposes of the Contract and Commercial Law Act 2017.