

# Full terms for your phone & internet

This brochure includes your  
Customer Service Agreement

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Effective 15 August 2020



# Contents

1. Getting started.....	4
2. Protecting your personal information .....	6
3. Service availability .....	7
4. Our charges.....	9
5. Broadband bundle discount .....	11
6. Internet services.....	12
7. Emergency calling phone numbers and directories.....	15
8. Termination .....	15
9. Faults and call-out services.....	16
10. If you have a complaint .....	17
11. General .....	18
12. Definitions.....	21

# Welcome to Trustpower

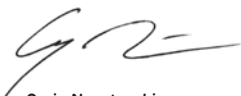
This Customer Service Agreement contains the agreement between you and Trustpower.

It commits us to a professional and efficient service delivered in a fair and caring way.

It also sets out the responsibilities you have in return. Please read it through, and then keep it in a safe place. This agreement also sets out the requirements of our key partners. You'll find we've included important information on other services you may need. Of course, if there's anything here that seems unclear, or if there's any question you want to ask, please call us **Toll Free on 0800 87 87 87.**

We also have information and useful advice on our website. Please visit **[www.trustpower.co.nz](http://www.trustpower.co.nz)**

We're here to help.



**Craig Neustroski**  
General Manager, Markets



# 1. Getting started

## Introduction

- 1.1 These terms and conditions ("**Terms**") are our agreement with you and apply to our supply of telephone and/or internet services (including the provision of wireless broadband services), and any add-on services you purchase from us from time to time, (each a "**Service**" and, together, the "**Services**") to you. This agreement commences from the date specified and replaces any other agreement you may have had with us for telephone and/or internet services.
- 1.2 Additional terms may apply to our Services. If so, we will either send you a copy of what those terms are or make a copy available to view at **www.trustpower.co.nz**. The additional terms will prevail to the extent of any conflict or inconsistency between them and these Terms.

## Our commitment to you

- 1.3 We will always try our best to provide you with reliable, good quality Services, however, we cannot guarantee those Services will be interruption or fault free.
- 1.4 If you do have a problem with our Service, at any time, please contact our customer service team on **0800 87 87 87** and we will work to restore the Service as soon as it is practicable. If we cannot fix the problem in a reasonable timeframe then you may cancel that Service by telling us.

## Your commitment to us

- 1.5 In return for us providing the Services to you, you agree to:
  - (a) follow our reasonable instructions about using the Services; and
  - (b) use the Services for only the purposes that they are provided and in the ways that they are intended; and
  - (c) pay for the Services that we provide to you and charge to your account by the due date shown on your bill (even if somebody else uses those Services, as such Services will be treated as having been used by you); and
  - (d) ensure that all information you give us is correct. Where any information you have supplied to us changes (such as contact details) you must provide us with updated information as soon as possible; and
  - (e) not use the Services in any way that is unlawful, malicious, obscene or in a manner that could interfere with our network or other provider's networks or interfere with another customer's use of, or the wholesale services providers' provision of, our Services; and
  - (f) not use the Services in a way which could result in claims being made against us that might arise from any content or services provided by you where we are providing hosting Services to you; and

- (g) not use the Services in a manner that infringes on the privacy rights of any other person; and
- (h) make sure that any other person that uses the Services that we provide to you also abides by these Terms; and
- (i) if we resell Services for a third party to you, that you abide by their terms and conditions for those Services, which we will provide on request by you.

## **Becoming our customer**

### **Making an application**

- 1.6 You may become our customer by making an application in a number of ways, including:
- (a) in writing or online; or
  - (b) communicating with us or one of our authorised agents.

### **Accepting your application**

- 1.7 We may choose not to accept your application if:
- (a) you fail to meet any of our criteria (for example, not meeting our payment criteria or not providing us with all information we need to set up your account); or
  - (b) you or someone at your premises has a debt owing to us from a previous account.
- 1.8 Where you set up a new account with us, we may transfer to your new account any debt (including any collection and legal costs) owing to us by you (whether solely or jointly with any other person) from a previous account.
- 1.9 You agree that we can act on any verbal instructions you give us in relation to the Services.
- 1.10 There may be a service fee applicable for establishing your account.

### **Joint customers**

- 1.11 More than one person may wish to be named as our customer. In this case, each person who is named on the account has all of the rights, obligations and responsibilities set out in this agreement.
- 1.12 You must notify us if you no longer wish to be a joint customer. We may elect to terminate this agreement with respect to the outgoing customer or require the remaining customers to enter into a new agreement, or both. If you remain an account holder and the Services are used at the premises after you leave, you will remain liable to us.

### **Switching to us from another supplier**

- 1.13 You acknowledge that where you are changing service provider:
- (a) if we are your new service provider we will only provide those Services agreed with you; and

- (b) if there are some services we cannot provide, if you still wish to keep them you will need to ensure these will continue to be provided to you by your previous service provider or another service provider; and
- (c) there may be consequences (such as changes in price or availability of service) with your previous service provider for services still provided by it; and
- (d) you remain subject to the terms and conditions of use of your previous service provider for services provided by it and you will remain liable for all charges that you owe to it, including unbilled charges and termination charges; and
- (e) we may charge you on behalf of your previous service provider for any services provided by it that it has not previously invoiced you for.

## 2. Protecting your personal information

### Information from you

- 2.1 To enable us to supply you with the Services, and for safety and credit reasons, we need personal information from you. It's important you tell us if any of this information changes.

### Storing your personal information

- 2.2 Our Privacy Policy is on our website. It sets out:

- (a) where you can get information about how we collect, store, use, disclose and match personal information; and
- (b) how we comply with our obligations under the Privacy Act 1993.

By providing us with personal information, you consent to us using that information in accordance with our Privacy Policy.

- 2.3 You will be able to access personal information we hold about you and if any information is incorrect, we will correct it at your request.

### Public comments about us

- 2.4 If you make public comments or statements about the products or services we provide you, or the relationship we have with you, we reserve the right to make such public comments as may be necessary to respond, or correct any misconceptions or errors of fact. If you make any public comments about your account then you agree to us replying as we think appropriate using the information that we have about your account.
- 2.5 We may record telephone conversations that we have with you so that we may maintain accurate records of our dealings with you. We may also use taped recordings to train our staff or to monitor the level of service that we are providing to you.

## 3. Service availability

- 3.1 The Services will be provided to you using reasonable care and skill. We will make reasonable efforts to ensure that the Services are provided as set out in the Terms.
- 3.2 From time to time we may amend or discontinue our Services and our packages of Services. Where we do this, we will endeavour to give you at least 10 working days advance notice.
- 3.3 If we discontinue a Service or a package of Services, we will also endeavour to move you onto another comparable Service or package of Services. Where the provision of a Service is dependent on a third party to provide Services to us, we cannot promise that those Services will always be available or fully functioning, however, we will endeavour to restore those Services as soon as possible. We may need to terminate that Service if the third party is unable or unwilling to provide a continued Service to us. Where this occurs, we will provide as much notice as we are reasonably able to, and we will endeavour to provide alternative Services.
- 3.4 Where you do not agree to the changed Service or package of Services, or us moving you onto another Service or package of Services, then, notwithstanding anything else in these Terms, you may cancel that Service, package of Services or this agreement within 5 working days of receiving our notice without incurring any exit or other early termination fees.
- 3.5 Notwithstanding the above, we are free to choose the manner in which and the technology by which we provide a Service. Where we change the manner or technology by which we provide a Service, provided the Service itself remains materially similar, this shall not be a reason for you to terminate the Service.
- 3.6 While we will endeavour to make all Services available to you where we can, not all Services will be available to all customers and not all Services will be available in all areas. We do not guarantee that the Service can be supplied at a particular location. Where information is readily available to us, we will endeavour to advise you of any restrictions at the time you purchase the Service.

### Your responsibilities

- 3.7 When you choose an 'Ultra Fast Broadband' plan, services (such as monitored alarms, medical alert devices, fax, EFTPOS machines, Sky TV, and any other device that requires an analogue phone line) may not be supported by the Trustpower fibre connection. It is your responsibility to contact your relevant service provider to ask whether such services are compatible with Trustpower's fibre connection and make the appropriate arrangements with them for continued service.
- 3.8 When you choose a 'Wireless Broadband' plan, not all services are available or compatible with wireless broadband services. If you have a monitored home alarm

or medical alarm, it is your responsibility to update it to a wireless option. Most medical alarm providers offer wireless monitoring solutions. It is important that you arrange this with your provider before signing up. Other services that require a traditional phone link to work, such as faxes, the interactive features of Sky Digital or PABXs are also currently incompatible with Wireless Broadband.

- 3.9 We, or our wholesale service providers, may install equipment and carry out other work at your premises. If we, or they, do so, you must allow us, or them, and our respective contractors', access as and when we reasonably require.
- 3.10 You must also provide us, or our wholesale service providers, with access to your premises for the purposes of installing, maintaining, monitoring and removing such equipment and any other reasonable purpose in respect of the Services. We will comply, and require our wholesale service providers to comply, with all reasonable health and safety guidelines that you advise to us. We will ensure that our, and require our wholesale service providers to ensure that their, representatives carry identification with them.
- 3.11 Any equipment (including routers, modems or SIMs) that we, or our wholesale service providers, supply and own at your premises will remain our, or their, sole and absolute property, as the case may be. You will provide and maintain, at no cost to us, or them, suitable space for the safe and secure housing of the equipment provided. You will also supply a safe and continuous power supply near the equipment for use by us to provide the Services. If our network or any of the equipment is damaged by you or anyone at your premises you will be liable to pay for that damage.
- 3.12 You must ensure that no person interferes with or damages the equipment (including, without limitation, after termination of these Terms) housed at your premises without our, or our wholesale service provider's, prior written consent. If any of our, or their, equipment is lost, damaged or stolen while in your possession (other than as result of fair wear and tear), then you are liable to pay to us the cost of making good that damage. If the equipment requires repair, you may be asked to send it to a repair centre we advise at your cost.
- 3.13 While we take reasonable security precautions, due to the nature of telecommunications services, we cannot guarantee the confidentiality of any calls or transmissions you make using our Services.
- 3.14 You must keep confidential any password or PIN which is used by you to access our Services. We recommend that you change this on a regular basis for security reasons. You must also change your password or PIN if we ask you to do so.
- 3.15 We can immediately suspend or restrict our Services to you at any time if:



- (a) we consider it necessary to protect or maintain our network (or the networks of those that supply services to us); or
- (b) we believe that you have breached any of these Terms, or any additional terms.

## 4. Our charges

- 4.1 You must pay our charges for the Services we provide to you and persons under your reasonable control.
- 4.2 For advice and an up to date list of prices and service fees for your area please call us on **0800 87 87 87**. If you request a product or service that will involve additional cost to you we will, in most cases, advise you of that cost at the time. Where it is not possible for us to provide you with the cost at the time of enquiry we will provide an estimate of the cost or arrange to contact you in a reasonable timeframe with that estimate before the product or service is provided.
- 4.3 If any circumstances arise, or are likely to arise, where you may be charged a service fee we will give you reasonable notice of those circumstances before the fee is incurred. We will also advise you where it is possible how those service fees can be avoided.
- 4.4 If, for any reason, our charges for the Services are going to increase, and the increase will affect you, we will notify you at least 30 days prior to that change. If you are on a fixed price plan, or, otherwise, if the increase will be greater than 5% of our original charge, we will send the notice of the change to the last postal or email address you have given us at least 30 days prior to that change. We will also explain the reasons for the increase. We can reduce our the charges for our Services or our service fees at any time.
- 4.5 We will invoice you for the Services we provide. However, we may elect to carry forward charges to the next billing period if your usage is below a minimum level. Fixed charges are normally payable in advance. Usage based charges (such as toll calls) are usually payable in arrears.
- 4.6 If you are on a fixed price plan and we increase the price, or make other changes that are detrimental to you, this agreement may be terminated by you without incurring any exit or other early termination fees.

### Choose how you'd like to pay

- 4.7 There are a number of ways you can pay our invoices. Some of these options attract a service fee. Please call us on **0800 87 87 87** or visit [www.trustpower.co.nz](http://www.trustpower.co.nz) for details and explanations on our payment options.
- 4.8 If any of the payment methods relevant to you are to change, we will provide you with not less than 30 days' notice of that change and explain why the change is being made.

## Non-payment

- 4.9 Our accounts must be paid on or before the due date shown. If you do not, we will make reasonable endeavours to notify you of any overdue amounts. If you still don't pay after we notify you, or if you have a history of late payment, we may start the process to discontinue your Services.
- 4.10 If you dispute any amount shown on your invoice, you must let us know immediately. You will need to tell us the amount in dispute and why you are disputing it. We will investigate the disputed amount as quickly as possible. When you are disputing part of an invoice, you still need to pay all other amounts not in dispute. We will not disconnect your supply of Services if you have not paid amounts that are genuinely in dispute and we are aware of this. However, we may disconnect your supply if you do not pay undisputed amounts.
- 4.11 If we have made a mistake, we will correct it and make the required adjustments to your invoice. If we substantially undercharge you over a period of time, we will arrange for a reasonable period of time for which you can pay those charges.
- 4.12 Sometimes charges will not show on your bill until some time after the month in which they were incurred (for example, charges for tolls to some overseas destinations or possibly to 018 or 0900 services). You will still be liable for such charges.
- 4.13 From time to time, you may incur charges for calls or transactions made on another operator's network, where those charges are charged to the phone line billed to you by us. These charges include, but are not limited to, 0900 calls, collect calls, directory or operator assisted calls, calling card calls, 0591 calls, diverted calls, conference calls, message exchange calls, Spark mobile shout calls, pager calls or additional installation charges and site visits by a technician. You will be responsible for those charges and be charged at a rate determined by us taking into account the rate published by that network operator for those services. These charges may not be subject to other Trustpower discounts.
- 4.14 While calls within the local calling area are free of charge, please be aware that the manner in which the telecommunications system works in New Zealand means that if you include the area code when you dial a local phone number it will be treated as a national toll call and you may be charged at national rates accordingly.
- 4.15 If you do not pay any invoice by the due date we may, at our discretion, do any one or more of the following:
- (a) impose a credit limit or toll bar on your account;
  - (b) withhold or cancel any rebate, discount or similar incentive which would otherwise be available to you;
  - (c) suspend or restrict your Service;
  - (d) charge you an overdue payment notification fee, a disconnection notice fee, and a late payment fee (or such similar fees);

- (e) charge you any disconnection or reconnection fees;
  - (f) continue to charge you any recurring monthly charge applicable for those Services during the period of suspension;
  - (g) recover from you any debt recovery costs; or
  - (h) require you to put in place a direct debit payment arrangement for payment of our invoices.
- 4.16 If we are going to disconnect your Services for non-payment, we will endeavour to provide at least 5 working days' notice to you at your last postal or email address you have given us.
- 4.17 You will be responsible to pay any costs we incur in collecting your outstanding accounts. These may include, without limitation, costs such as credit agency fees and legal and court costs. These will be added to your account and will be payable by you to us. We may use any bond or advance payment made by you to pay these amounts. We may also charge service fees for the administration of late payments.
- 4.18 If we have disconnected your supply for non-payment and you have satisfied our requirements for reconnection, we will restore your supply as soon as reasonably practicable.

## Bond

- 4.19 We may ask you for a bond. Generally, we need a bond if you do not have a satisfactory payment record. If we need a bond, we will provide you with the reasons why. We may use the bond to recover any amount owing to us by you.
- 4.20 The terms of your bond will be explained to you at the time we request it, but will typically be refunded after 12 months of satisfactory payment performance.
- 4.21 We will repay your bond, less any amounts you owe us, by crediting your account with us or refunding you directly if you are no longer our customer.

## 5. Broadband bundle discount

- 5.1 When you bundle your Trustpower energy service(s) with your Trustpower phone and internet services, we may apply a discount to the phone and internet charges applicable to your chosen plan (excepting any exclusions noted in that plan). This is known as a "broadband bundle discount". We cannot confirm the continued availability of the plan you have chosen, or that the broadband bundle discount will apply to packages we offer in the future.
- 5.2 The broadband bundle discount will continue to apply to your account as long as you continue to meet the requirements of the plan you have chosen.
- 5.3 Fees may apply if you leave a plan before its term has expired.

## 6. Internet services

6.1 This clause applies if we provide Internet access services to you.

6.2 We do not place any artificial speed restrictions on our broadband plans, unless your plan has a data cap, you exceed the cap, and you choose not to purchase additional data.

6.3 When you have reached your monthly data allowance, one of the following (as selected by you) will occur:

(a) an auto or manually applied purchase of additional data; or

(b) a throttling back of speed; or

(c) another option that may be available to you.

You will be advised of the action taken and any associated costs that will appear on your account.

6.4 We reserve the right to change the nature of your internet plan (speed, data, and price) upon reasonable notice. If we make changes to your plan or change you to a different plan, and either of which are detrimental to you and you are not satisfied with that change, you can terminate your agreement with us without incurring any exit or other early termination fees.

### Availability

6.5 From time to time network congestion can occur, particularly when something unexpected happens like a network backbone outage or unexpectedly high traffic to a particular website. When congestion occurs, we will do our best to alleviate it as quickly as possible for the benefit of all our customers, regardless of what broadband plan they are on.

6.6 Factors outside our control like the distance from your exchange and the quality of the cabling connecting you to our network can also affect broadband performance and the Services available.

6.7 The "plan speed", in relation to your package, refers to the maximum speed possible – actual speed depends on a variety of factors, and some customers may never achieve maximum speed due to factors such as the nature of the networks they are connected to. Our control of these speeds is limited to our own network. Connections to servers outside our network are on a reasonable endeavours basis, and it may not be possible for you to achieve the maximum expected speeds where you are connecting to equipment outside our control.

6.8 Wireless Broadband is delivered over a third party network. It is not available in all areas and speeds vary. Factors which impact on speed include how close your premises are to an exchange, your computer's capability,

modem, connection and wiring, WiFi, interference from electrical devices, the location and quality of the websites you choose to view, and any software you may have downloaded (malicious or otherwise). The day-to-day performance will also be affected by the number of users in your household and also on our network or the network of other parties that we use to provide the service to you.

- 6.9 You can only receive wireless broadband at the location you advised us of at the time you signed up to receive that Service. If we become aware that you are using your router/modem/SIM at a location other than the installed location, we reserve the right to withhold, restrict, suspend or terminate the Service without notice. The reason we retain this right is that we, and our service providers, need to be able to manage the network to ensure that all customers using the network receive a reliable and consistent Service.
- 6.10 If you have wireless broadband services and are moving and would like to use your modem at your new address, please contact us and we will let you know if you can continue to use our wireless broadband services at your new location. If the Services are unavailable at your new location we can advise what other internet service options we have available for you.
- 6.11 We cannot guarantee that our internet service will always be available, or that it can always be utilised for any particular purpose. If our internet service becomes unavailable, we will endeavour to restore the Service as soon as possible.

## **Software and hardware**

- 6.12 We are responsible for activating your Internet connection via the network provided. Where we provide you a router/modem/SIM for the provision of the internet service, we provide Internet connectivity support to this device only. If you purchase your own device for which you require an Internet connection, connection support to that device is your responsibility, and you may need to contact the manufacturer of that device for such support.
- 6.13 We strongly advise you to password protect any Wifi router/modem/SIM that you use, so that others who are not authorised by you cannot access your network. We also strongly recommend that you use Internet security software such as, but not limited to, anti-virus and anti-malware software.
- 6.14 If your copper line is permanently disconnected for any reason, we will be unable to provide phone, ADSL or VDSL internet service to you, and this will mean that you have terminated our agreement for the provision of the Service(s). If Services are reinstalled, even if a phone Service is reinstated with the same phone number, you may incur installation charges.

- 6.15 If you change your address or phone line, you should provide us with as much advance notice as possible so we can minimise any Service disruption to you. You may also need to cancel some or all of your current Services otherwise you will still be responsible for paying for the Services that we provide to your old address or phone number.
- 6.16 Services are provided with a dynamic IP address or "Carrier Grade NAT". A static IP address can be allocated to you on request, at an additional cost. While only one IP address is supported per account, in some cases more than one IP address may be allocated on specific services. We may need to recall IP address space for administrative purposes, which may require you to update your systems. If you change between Services provided by us, your IP address may also change. This may also require you to update your systems.
- 6.17 We are not liable for any charges associated with the change of IP addresses resulting from a Service change.
- 6.18 We have no obligation to compensate you for:
- (a) any extra purchases of hardware or software you make to utilise with our network connection; or
  - (b) any cost you incur by directly engaging a third party (other than us) without our prior written consent, to perform any service in relation to our network;
- regardless of whether or not our network is fully operational at any given time.

## Content

- 6.19 You are responsible for downloading to your computer any email that you wish to keep. We may ask you to remove any email that remains on our servers for more than 90 days. If you do not regularly remove your emails or allow them to build up to unreasonable levels, we may remove the emails ourselves upon reasonable notice, or charge additional fees for the additional resources used.
- 6.20 We do not control the information that can be accessed through the Internet. Accordingly, we are not responsible for any inaccurate, illegal or offensive information which may be obtained from your use of our Services.
- 6.21 If you use our virus filter, you acknowledge that that service works by attempting to prevent our mail servers from forwarding contaminated emails to the recipient. We cannot guarantee, however, that the service will prevent all viruses from being forwarded (as an example, it may not identify new viruses). The service will not filter out viruses that do not pass through our mail servers (such as viruses contained on "Hotmail" or contaminated disks). Due to this risk, we strongly recommend that you also install your own anti-virus, malware and spam software. We are also not liable for any viruses or other harmful code which you download via the Internet, whether intentionally or unintentionally.

- 6.22 If you use our residential voice or data services, you cannot resell any services to another party. Our voice and data service can be used only for normal residential calling and Internet use. This excludes activities such as auto-dialing, continuous call forwarding, telemarketing, call centres, fax, voicemail broadcasting, spamming and other activities constituting Improper Use.

### Disconnection

- 6.23 We can, at our discretion, restrict or disconnect you from our Services if we consider that you (or anyone using your Internet connection) have engaged in Improper Use of our Services.

## 7. Emergency calling phone numbers and directories

- 7.1 Trustpower phone service over analogue lines or fibre supports access to emergency calling services (111). Our phone and broadband services over fibre or wireless broadband will not be available in the event of a power failure or faulty equipment. This means that emergency calls cannot be made until the power is restored, or the equipment is repaired or replaced.
- 7.2 We recommend that you maintain or have access to a mobile phone service and keep a charged mobile phone at your premises in case you need access to 111 and other emergency call services during a service disruption.
- 7.3 Any phone number that we allocate to you does not become your property. If, for any reason, we need to change your number, we will give you reasonable notice of the change.
- 7.4 If you advise us that you want your details to be available through directory assistance and/or in the phone book, then we will pass your name, number and address to the directory service provider or their appointed agent. You agree that the directory service provider can use your details for those purposes.
- 7.5 Subject to the terms of the Consumer Guarantees Act 1993, you agree that no member of the directory service provider (or their officers, employees, contractors or agents) has any liability to you in connection with the directory assistance service or your phone book listing.

## 8. Termination

- 8.1 A minimum term may apply for some or all of our Services – if a minimum term applies, we will tell you. Where a minimum term applies, these Terms will continue to apply after expiration of that term, until you give us notice to terminate our agreement with you.
- 8.2 Where there is no minimum term, you may ask us to stop the particular Service or terminate this agreement at any

time and for any reason by giving us 5 working days' notice. If a minimum term applies to a Service, you may stop that Service at the end of the minimum term by giving us 5 working days' notice.

- 8.3 Where a minimum term applies, if you cancel this agreement before the end of the minimum term (or we do so for any of the reasons specified below before the end of the minimum term), you will incur the applicable termination fee(s).
- 8.4 We may stop or suspend a particular Service, or terminate our agreement with you, at any time if:
- (a) you do not pay for any of our Services by the due date shown on your bill; or
  - (b) you give us incorrect information; or
  - (c) you have not given us a prepayment or bond we have asked for; or
  - (d) you have not complied with these Terms, any additional terms or the end-user terms of our wholesale service providers (which can be provided on request); or
  - (e) we suffer a force majeure event (defined in clause 11.2); or
  - (f) as otherwise set out in these Terms.
- 8.5 We may stop or suspend a particular Service or terminate our agreement with you after any agreed term has expired, so long as we have given you reasonable notice.
- 8.6 If you terminate this agreement, or if we terminate this agreement for one of the reasons listed above, you will:
- (a) be liable for any applicable disconnection and termination fees, unless you are terminating because we have changed a Service;
  - (b) still have to pay for all Services that we provide to you up until the effective date of termination;
  - (c) pay any recurring charges or charges that are subsequently billed that are owed by you until the effective date of termination or the end of your current billing period (whichever is later), unless you are terminating because we have changed a Service; and
  - (d) be liable for any subsequent reconnection fees.
- 8.7 If you cancel your internet service with us, and we are your email account provider, we will store your undelivered emails for 30 days, after which time they may be deleted and be unrecoverable.

## 9. Faults and call-out services

- 9.1 We will endeavour to have any fault that you report to us on the Services we provide you resolved as quickly as possible. If no fault is found or the equipment in your



house is at fault, there will be a minimum charge (such charge may vary from time-to-time so please call on **0800 87 87 87** for an up-to-date price). If a technician is dispatched and no one is home, they will leave a contact card at the property. If you have not responded to this within 48hrs the fault will be closed and a callout fee may be charged.

- 9.2 If you have wiring and maintenance cover, the costs of repair will only be covered for short circuits and deteriorated wiring. If the technician finds and repairs a fault at your premises, and this repair is not covered by wiring and maintenance, it is your responsibility to cover the costs associated with this fault.
- 9.3 The wiring and maintenance charge covers the telephone wiring in your house where this is classified as PTC103. It covers:
- (a) Short circuits in the wiring between the ATA Port on the ONT and the jack point or ETP and the jack point.
  - (b) Repair or replacement of deteriorated wiring to the jack point.
  - (c) Repairs to wiring classified as PTC103 standard, (legacy 4/6way standard internal wiring and BT type jack points).
- It does not cover:
- (d) Equipment such as telephones, jack point casings or telephone cords.
  - (e) Jack points for Sky or any other additional connections.
  - (f) Incorrectly customer-installed jack points.
  - (g) Repairs to jackpoints required as a result of building alterations, refurbishments, animals, insects or vandalism.
  - (h) Repairs of wiring damage caused by natural disasters. Such repairs are usually covered a customer's insurance policy.
  - (i) Changes that are not related to a fault, such as moving house.
  - (j) House wiring classified as structured wiring installations which have been intended for Ethernet or data.
- 9.4 Please also note that you need to have had wiring and maintenance cover for 30 days before your fault is covered.

## 10. If you have a complaint

- 10.1 If you have a complaint about our Services to you please contact us on **0800 87 87 87**. We will try to resolve your complaint within two working days. If we cannot do so, we will give you a response within seven working days. We may refer your complaint to a service provider for resolution. If we do so, we will advise you.

10.2 In some instances we may ask you to put your complaint in writing to help us resolve your issue. If you are not satisfied with our response, we will try to resolve your query or complaint within a further 15 working days of notification by you.

10.3 If:

(a) 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

(b) we have taken longer than 6 weeks to resolve your complaint; or

(c) you are not happy with our proposed resolution, you may at your discretion refer the dispute to the Telecommunication Dispute Resolution (TDR) who provides a free and independent dispute resolution service and whose contact details are:

Telecommunication Dispute Resolution Freepost 214075  
PO Box 5573  
Wellington 6011

Free phone: 0508 98 98 98

Fax: 04 918 4901

Email: [contact@tdr.org.nz](mailto:contact@tdr.org.nz)

Website: [www.tdr.org.nz](http://www.tdr.org.nz)

10.4 Please note that before contacting the TDR, any complaints must be registered with us first.

## 11. General

### Loss or damage

11.1 The Services that we supply to you and our obligations to you under this agreement will comply with the standards required under the Consumer Guarantees Act 1993, good industry practice, all other legal obligations and relevant regulations. The rights which you may have under this agreement do not detract from, and are not in substitution of, any rights you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986. If, however, you are a customer who acquires or holds yourself out as acquiring Services for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 shall not apply.

11.2 Neither us nor you will be liable to the other (in contract or in tort) for any loss or damage the other may suffer (including any actual damage to property) unless this arises due to:

(a) a failure to comply with these Terms; or

(b) a negligent act or negligent omission of (as the case may be) us or you (or any person, agent or assignee for whom you are responsible);

and that loss or damage is:

(c) reasonably foreseeable and is directly caused by the failure, or negligence; and

- (d) not caused by an event or circumstances beyond (as the case may be) our or your control (a force majeure event).
- 11.3 An event or circumstance beyond a party's control (a force majeure event) includes, but is not limited to, acts of God, strike, lock out or other industrial disturbance, act of a public enemy, or declared or undeclared war, threat of war, terrorist act, blockade, revolution, riot, declared civil defence emergency, epidemics or disease, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, acts of animals, lightning, fire, storm, flood, earthquake, accidental collisions, accumulation of snow or ice, explosion, fault or failure of any plant or equipment which could not have been prevented by good industry practice, governmental restraint, act of parliament, other legislation, or bylaw.
- 11.4 If we are unable to carry out any of our obligations to you because of a force majeure event, these Terms shall remain in place except our obligations shall be suspended without liability for a period equal to the period of the continuing force majeure. If we suffer a force majeure event that will last for a significant period of time we will endeavour to notify you of this at the earliest practical time.
- 11.5 We will not be liable to you for any loss or damage you may suffer due to some act or omission of, or due to the negligence of, a third party.
- 11.6 You agree that you have no claim against our wholesale service providers, employees, agents, representatives and contractors except to the extent that such claims cannot be excluded by law. Where our representatives and contractors are unable at law to exclude their liability, any liability they may have to you for an event or series of closely related events shall not exceed \$5,000 in value (unless at law their liability cannot be limited to such sum). Notwithstanding any other provision in these Terms, unless required by law, neither us nor you will be liable to the other for any loss or damage which is indirect or consequential, including, without limitation, any loss resulting from loss or corruption to any computer or electronically stored data or software.
- 11.7 Except in the case of supplies to which the Consumer Guarantees Act 1993 applies, the payment of your charges to us and any payment pursuant to any of the indemnities given by you under these Terms, neither we nor you shall in any event have any liability of any kind to the other for an event or series of closely related events in any 12 month period exceeding \$5,000 in value, whether or not the liability is caused by the failure, or negligence, of us or you.
- 11.8 Notwithstanding any provision to the contrary in this agreement, nothing in these Terms will exclude or limit the application of any law in New Zealand, or any other services we supply, to the extent that to do so would:
- (a) contravene that law; or
  - (b) cause any part of this liability section to be void.

## Making changes to these Terms

11.9 We may from time to time amend these Terms including the charges and Services that we provide to you. By continuing to use the Services, you agree to such amended Terms. Where minor changes are made to the Terms that more closely align them with good industry practice or mandated requirements, and which are not related to increasing your pricing, no notice of the changes will be given. This is only so long as the changes made are beneficial and/or of immaterial consequence to you. Otherwise we will give you no less than 30 days' notice of the changes by at least one of the following methods:

- (a) advertising in your local daily newspaper;
- (b) putting a notice on our website;
- (c) sending you a letter or email;
- (d) notifying you by other electronic means;
- (e) including a statement on your invoice; or
- (f) a combination of the above.

If the changes that are made are of a material nature, including change to our frequency of billing to you, we will send the notice of the change to the last postal or email address you have given us. If you do not agree with the changes, this agreement may be terminated by you without incurring any exit or other early termination fees.

11.10 Unless you are notified otherwise, those changes will come into effect at the end of the notice period.

## Notices

11.11 Unless otherwise set out in these Terms, our accounts or notices to you will be:

- (a) delivered to your property; or
- (b) mailed to the latest postal address you have given us; or
- (c) sent to the latest facsimile number you have given us; or
- (d) sent to the latest email address you have given us; or
- (e) sent to you by other electronic means; or
- (f) by telephone call in case of urgent requirements.

11.12 Notices will be considered to have been received by you three days after being mailed by us or our mailing agent, on the day of delivery if delivered to your property, on the day of transmission if sent by email, or on the day of publication if provided through a local newspaper.

## Other matters

11.13 You agree to be bound by the end-user terms of our wholesale service providers and that our wholesale service providers may enforce those terms directly against you should you breach them. The terms and conditions of our wholesale service providers are available on request.

- 11.14 Termination of this agreement will not affect any other legal remedies we may have.
- 11.15 Any agreement we have with our wholesale service providers does not create an obligation or other legal relationship between them and you and does not confer any right, benefit or privilege from them to you.
- 11.16 If any aspect of these Terms is, or becomes, invalid, it will not affect the remaining Terms, which will remain in full force and effect.
- 11.17 Subject to any changes that may be made from time to time, the Terms and any additional terms constitute the entire agreement between you and us in respect of the Services and supersede all previous agreements and undertakings.
- 11.18 Those aspects of the Terms that confer a benefit on a third party (for example a service provider and their and our representatives) are enforceable by such third parties pursuant to the Contract and Commercial Law Act 2017, but may be amended by us without their consent.
- 11.19 These Terms are governed by the laws of New Zealand and you submit to the exclusive jurisdiction of the New Zealand courts.
- 11.20 We may transfer or assign any or all of the obligations that we have under this agreement to someone else where in good faith we do not believe it would be detrimental to you. Where we do this we will notify you that the agreement is being transferred to another party and will let you know where you can access the information that you need to contact the other party and when the transfer will take place.
- 11.21 You may not assign any rights, obligations or responsibilities set out in this agreement to any other person.
- 11.22 We may subcontract or delegate the performance of any of our responsibilities under this agreement.
- 11.23 A delay in exercising any right is not a waiver of that right. A failure to exercise a right on any occasion does not prevent any subsequent exercise of that right.

### Customer competitions

- 11.24 Trustpower may run competitions for its customers from time to time. To the extent it does so, information on the competitions, including terms and conditions, can be found at **[www.trustpower.co.nz/customercompetitions](http://www.trustpower.co.nz/customercompetitions)**

## 12. Definitions

- 12.1 In these terms, "we" and "our" means Trustpower, "you" means you, our customer, "Services" means all the services that we provide to you under these terms, "wholesale service providers" include, but are not limited to, Spark New Zealand Limited, Ultrafast Fibre Limited, Chorus New Zealand Limited, Enable Networks Limited, Northpower Fibre Limited, Broadspectrum (New Zealand) Limited, Vocus (New Zealand) Limited and their respective successors and assigns.

- 12.2 Clause and other headings must be ignored in construing the Terms and references to the plural include the singular and vice versa.
- 12.3 If we use the word "including" or "for example", this applies as if the words "but without limitation" were also set out.
- 12.4 Where the following terms are used in the Terms, they have the following meanings:

**"Credit Reporting Privacy Code"** means the Code of Practice issued by the Privacy Commissioner on 6 December 2004 under section 46 of the Privacy Act 1993.

**"Improper Use"** means any use of the Services which is, in our reasonable opinion, illegal, infringes anyone's rights (including intellectual property rights), is malicious, obscene, offensive or otherwise causes detriment to us, our customers and/or third parties.

Specific activities that will be considered Improper Use include (without limitation): illegal downloading, including but not limited to in breach of the Copyright Act 1994; sending unsolicited electronic messages (spam) including but not limited to in breach of the Unsolicited Electronic Messages Act 2007, offensive or objectionable messages or publications, threats, unsolicited bulk email chain letters, pyramid schemes or hoaxes; knowingly receiving, transmitting or distributing signals, spam, worms or viruses, or otherwise using Services in a way which is intended to or may damage or compromise the security of our network or anyone else's network; or making any kind of deliberate attempt to overload the network or anyone else's network, including mail bombing, excessive pings or otherwise causing excessive Internet traffic or connecting devices to or that affect our equipment that are not compliant with New Zealand standards.

Improper Use also means any use of the Services which in our reasonable opinion is a use for which the Services were not intended. This includes but is not limited to acting as an ISP, providing data storage services, providing aggregated content or upload services for commercial benefit.

## Our contact details

You can email questions to [enquiries@trustpower.co.nz](mailto:enquiries@trustpower.co.nz) or call us on **0800 87 87 87**. If you want to send us a facsimile, our number is **0800 877 302**.

You can write to us at:

Trustpower Limited  
Private Bag 12023  
Tauranga Mail Centre  
Tauranga 3143

Our website is:

**[www.trustpower.co.nz](http://www.trustpower.co.nz)**

You can contact us on web chat at:

**[www.ask.trustpower.co.nz](http://www.ask.trustpower.co.nz)**



[trustpower.co.nz](http://trustpower.co.nz)