

Full terms for your LPG supply

For Residential and Small to
Medium Sized Commercial Customers

Effective 4 October 2022



We deliver better value utility bundles in a way that enables people to easily enjoy their evolving lifestyle.

We're here to help, simply call us on **0800 87 87 87.**

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Welcome to Trustpower

This agreement sets out the standard terms for the supply of LPG and the provision of other related services by Mercury NZ Ltd trading as Trustpower to you. This agreement is effective from 4 October 2022 and unless we have agreed and executed a non-standard LPG agreement with you they replace any previous standard terms on which we supplied LPG to you.

This agreement describes our commitment to provide you with a professional, safe and reliable LPG supply. It also sets out the responsibilities you have in return.

Separate terms and conditions apply to any supply by us of electricity and/or reticulated gas to you. Where we supply you with LPG the terms and conditions of this agreement prevail.

How to contact us and become a customer

If you wish to contact us and/or become a customer please call us on **0800 87 87 87** so we can assist with your enquiry. You can also contact us by post, fax or email:

Trustpower
Private Bag 12023
Tauranga Mail Centre
Tauranga 3143

Fax: 0800 329 302

Email: enquiries@trustpower.co.nz



1. Getting started

Introduction

- 1.1 These terms and conditions are our agreement with you and apply to our supply of LPG and the provision of other related services by Trustpower to you ("**Terms**"). Unless we have agreed in writing otherwise with you, these Terms replace any previous standard terms on which we supplied LPG to you. If there is any conflict or inconsistency between these Terms and any special terms relating to the supply by us of LPG gas to you which we have agreed in writing with you, those special terms will prevail.
- 1.2 If you are an existing customer of us at the time these Terms are notified by us as applying they will apply from the date we notify. Otherwise, these Terms and our agreement with you will commence from the earlier of the date that we accept you as our customer, or you first use LPG supplied by us. You will only be liable for charges from the date this agreement commences. If we accept your application to be our customer, and once you have complied with our requirements, we will endeavour to commence supply as soon as possible.

Becoming our customer

Making an application

- 1.3 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

- 1.4 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.
- 1.5 In order for Trustpower to supply you with LPG, you must also receive electricity services from us.
- 1.6 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.
- 1.7 We may require you to enter into special terms if we consider this necessary.
- 1.8 There may be a service fee applicable for establishing your account.

Joint customers

- 1.9 For a residential supply, 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.
- 1.10 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 LPG is consumed, or equipment remains, at the premises after you leave, you will remain liable to us.

Authorised Persons

- 1.11 You may nominate a preferred contact person or persons (such as a family member, friend or social agency) to make decisions and deal with us under this agreement. That person must be 18 years or older. Even if you do so, you remain responsible for meeting your obligations under this agreement.

2. Protecting your personal information

Information from you

- 2.1 To enable us to supply you with LPG, 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 2020.

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 correspondence that we have with you (phone conversations, webchat or email) so that we may maintain accurate records of our dealings with you. We may also use this correspondence to train our staff or to monitor the level of service that we are providing to you.

3. Supplying you with LPG

- 3.1 We will supply you with LPG in accordance with:
- (a) this agreement;
 - (b) all legal requirements (including the Consumer Guarantees Act 1993) and industry standards;
 - (c) applicable requirements of any equipment suppliers to which we are subject.
- 3.2 We do not guarantee the continuous supply of LPG to your premises. At any time, the supply or delivery of LPG or cylinders may be interrupted or reduced:
- (a) for the purposes of repair, maintenance or inspection of equipment;
 - (b) due to interruption to scheduled deliveries of LPG to us;
 - (c) due to LPG use by other customers; and/or
 - (d) for any purposes necessary for us to perform our obligations at law or as otherwise permitted under this agreement.

We may also suspend supply at any time when, in our sole discretion, we believe it is necessary or expedient to do so for any reasons of health and safety.

Delivery of cylinders

- 3.3 We will provide an LPG delivery service that meets with standards that would reasonably be expected of an operator of an LPG supply business in New Zealand. The LPG supplied by us will meet the applicable regulations and quality standards required in New Zealand.
- 3.4 We will use our reasonable endeavours to deliver the LPG cylinders 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.
- 3.5 If urgent delivery is required (meaning that delivery is required within 48 hours of you placing an order), we will consider all requests and if we are able to deliver, we will do so. Any urgent deliveries may incur a fee in accordance with our then current service fees.
- 3.6 You must provide us and our representatives with safe and easy access to your premises to enable delivery of the LPG cylinders. If you do not provide us and our representatives with reasonable access, you may be charged a non-delivery fee or an additional delivery fee.

- 3.7 You must ensure that the premises at which the equipment is to be used comply at all times with any relevant laws and regulations and 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, safe or serviceable.
- 3.8 The risk of any loss, damage or deterioration of the LPG cylinders or of the LPG in those cylinders shall pass to you upon delivery.

4. Safety

- 4.1 For your safety and those that are around you:
 - (a) dial **111** in an emergency in respect of your LPG supply;
 - (b) call us immediately on **0800 87 87 87** if you think there is an LPG leak or a possibility that your LPG supply could be a hazard or danger to people or property;
 - (c) do not interfere with any pipes or equipment that supply LPG to your premises.
- 4.2 Please immediately report any unintended escape of LPG from the equipment or any interference with the equipment to us.
- 4.3 You must ensure that your gas installation, connection and supply has been certified by a registered gas fitter in accordance with any applicable regulations (including under the Gas Act 1992) and continues to comply with these or any modified or substituted regulations.
- 4.4 All equipment must be used in a safe manner in accordance with the manufacturer's instructions and all applicable laws, regulations and procedures. Please do 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.

5. Access

- 5.1 You will give us, the equipment supplier and our respective representatives rights of access, upon us having provided you with reasonable notice, for the purpose of:
 - (a) installing, inspecting, maintaining, repairing, replacing, operating, reading or removing any equipment (including upon termination of this agreement); and

- (b) delivering LPG; and
 - (c) protecting or preventing danger or damage to persons or property; and
 - (d) connecting or discontinuing the supply of LPG; and
 - (e) any other purpose related to the above.
- 5.2 If we, or the equipment supplier or our respective representatives are unable to obtain rights of access to equipment installed at your premises we may upon reasonable notice discontinue your LPG supply.
- 5.3 When accessing your premises, we, each equipment supplier and our respective representatives will:
- (a) take reasonable steps to minimise any direct impacts on your premises and any inconvenience to you; and
 - (b) comply with any of your reasonable requirements (such as, for example, the time of entry, leaving gates as found, driving in a safe manner and taking reasonable steps not to disturb stock and avoiding access through specific areas).
- 5.4 We and each equipment supplier will require our respective representatives, when accessing your premises, to:
- (a) carry identification that shows they are authorised representatives of us or an equipment supplier and present this identification on request; and
 - (b) identify themselves to you before entering your premises; and
 - (c) act courteously, considerately, and professionally at all times.
- 5.5 Our procedures for ensuring the secure storage, use and return of any keys and/or other security information that we have for your premises that is in our or our representatives' possession are available on request – please call us on **0800 87 87 87**.
- 5.6 Any dog or other animal that may put us, any equipment supplier or our respective representatives at risk when accessing your premises must be controlled when we visit. You will be liable for all costs, loss or damage arising out of your unsafe premises or any threats or attacks made by you, anyone on your premises, or any dog or other animal.
- 5.7 You must 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.
- 5.8 The rights of access are in addition to any right of access under statute or regulation.

6. Ownership, rental and security of equipment

- 6.1 We will rent to you certain equipment, including the LPG cylinders, for the supply of LPG to your premises. The equipment will remain the property of Trustpower or the equipment supplier 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.
- 6.2 The LPG delivered to you remains our sole and absolute property until we have received payment in full of all money (whether for the LPG or otherwise) owed by you to us.
- 6.3 If you are in default, we may (without prejudice to any other rights or remedies) enter any premises occupied by you to recover the equipment. If the premises are those of a third party, we may enter and recover the equipment as your agent.
- 6.4 You agree to grant us a security interest (as defined in the Personal Property Securities Act 1999 (“the **PPSA**”)) in all goods supplied by us to you (as detailed in each invoice supplied to you) as well as the proceeds of such goods, as security for all amounts owing by you to us at any time from any cause of present or future indebtedness.
- (a) You acknowledge that, to the extent we have rights in addition to those set out in Part 9 of the PPSA, we may elect to enforce those rights, irrespective of the position under the PPSA.
- (b) To the maximum extent permitted under the PPSA, you agree to waive rights as debtor. You have no rights under (or by reference to) sections 114(1) (a), 116, 117(1) (c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA. In particular, but without limitation, you agree to waive your right to receive a copy of the verification statement confirming registration of a Financing Statement or a Financing Change Statement relating to any security interest that we may have in goods supplied to you from time to time.
- 6.5 You will only allow the LPG cylinders to be filled with LPG supplied by us or our distribution company.
- 6.6 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. You will comply with all reasonable instructions given by us, the distribution company and the equipment supplier in relation to the equipment. Any equipment lost or damaged by you or while in your possession will be invoiced at replacement value.

7. Housing of equipment

- 7.1 You must provide and maintain, at your cost, a suitable space for the secure housing of the equipment.
- 7.2 Equipment should not be installed:
 - (a) in an inaccessible location,
 - (b) under a stairway,
 - (c) in a location where there would be no air movement across the equipment,
 - (d) under a building (unless permitted by the LPG Association Code of Practice),
 - (e) in a position that would obstruct exits from a building,
 - (f) buried in the ground, or
 - (g) where damage is likely to occur, unless adequate protection is provided.

8. Charges

Our charges

- 8.1 For advice and an up to date list of LPG charges and service fees for your area please call us on **0800 87 87 87**. Unless we have agreed otherwise, you will be charged the standard published LPG bottle rental, LPG bottle refill and LPG delivery charges by us for your LPG supply. 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.
- 8.2 Each month where we have delivered LPG to you, unless otherwise agreed with you, we will send you an account for payment. This account may be paper based or in electronic form depending on the delivery method we have agreed with you. Your account will list the previous month's transactions (if applicable) as well as the current month's charges and usage, service fees (if applicable) and charges for other services (if applicable) that we have provided to you.
- 8.3 You must pay your accounts on or before the due date without deduction or set-off.
- 8.4 If, for any reason, our LPG prices are going to increase, and the increase will affect you, we will notify you as soon as it is practical for us to do so prior to that change, either in writing, by email or published in the local newspaper. We can, however, reduce our LPG charges or our service fees at any time without notice to you.

Paying your account on time

- 8.5 Our accounts must be paid on or before the due date shown on your bill. If your payment is overdue, we will make reasonable endeavours to notify you of the overdue amounts using the contact information you have provided us and may charge you late fees (as described in more detail on our website at www.trustpower.co.nz/for-your-home/special-fees). If you do not pay within the specified remediation period set out in the payment reminder, we may discontinue your Services for which payment is overdue.
- 8.6 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 our equipment and you may incur service fees. 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.
- 8.7 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 until that invoice has been paid.

Choose how you'd like to pay

- 8.8 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 for details and explanations on our payment options.
- 8.9 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

- 8.10 Your account must be paid by the due date specified on your account, however, if it appears to us that for some reason you've overlooked an account and you do not have a history of late payment, we'll put a friendly reminder either in the post or by email (if you have registered for our email service) to you. If, after the friendly reminder, you still don't pay, or if you have a history of late payment, we may commence the process to remove the equipment from your premises and you may incur service fees.
- 8.11 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. If you do not pay the undisputed portion of your invoice, and fail to contact us, we may remove the equipment from your premises. 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.

- 8.12 If your account (or any undisputed part of it) remains unpaid, we'll send you a discontinuation notice in the post or by email (if you have registered for our email service). We will give you at least seven working days' notice to make payment. If we send you a discontinuation notice you will be charged a service fee. The discontinuation notice that we send you will specify the earliest date that disconnection may occur and that it will occur no later than seven working days after that date. All discontinuation notices will include the timeframe within which we will discontinue your supply of LPG and information about what you need to do to prevent discontinuation. We will also provide you with a final warning not less than 24 hours before discontinuation.

9. Discontinuing your supply of LPG

- 9.1 In addition to our other rights of discontinuation set out in this agreement, we may discontinue your LPG supply if you materially or persistently breach this agreement and that breach is clearly established and not the subject of a dispute resolution proceeding and, if the breach is capable of being remedied, we have given you notice of the need to remedy the breach in order to avoid discontinuation and you have not remedied that breach within 10 working days after we have given you that notice. We will also provide you with a final warning not less than 24 hours before disconnection.
- 9.2 Persistent breaches of this agreement can include, for example, but are not limited to, regular non-payment of invoices on their due date, persistent abusiveness to our staff, continued vexatious complaints, or the regular failure to grant access to your premises at reasonable times.
- 9.3 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 our equipment supplier, we will provide reasonable advance notice to you before we discontinue your supply of LPG. There may be service fees charged for LPG supply discontinuations and reconnections.

Reconnections

- 9.4 When you want reconnection after we've discontinued your LPG supply (or if it has been disconnected due to a safety or emergency issue) - just call us. We will let you know the procedure for reconnection and our requirements to re-connect.
- 9.5 We may require that you are present at the time of reconnection or accept responsibility for the safety of the premises where you cannot be present.

10. Termination

- 10.1 Either party may terminate this agreement at any time by providing a minimum of 3 weeks' notice. If you are moving house or changing premises you must also give us a forwarding address. This agreement will terminate when we receive payment in full of all outstanding service fees and charges.
- 10.2 If we agree to supply LPG to your new premises, this agreement will apply to your new premises.
- 10.3 Upon termination of this agreement you will allow us, the equipment supplier and/or our representatives and agents to immediately enter the premises and collect the equipment. On termination of your LPG supply, you will not be entitled to any refund (in whole or in part) of any part of the charges.
- 10.4 If the new occupier does not take over the supply from us, there may be a fee to collect the equipment, that is payable by you. We will make all reasonable endeavours to collect the equipment as soon as practicable, but this may be in line with the distribution cycle for your area, and the passing of risk will occur when we have collected the equipment.

11. If you have a complaint

- 11.1 If you have a complaint about our supply of LPG or other 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 an equipment supplier for resolution. If we do so, we will advise you.
- 11.2 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 40 working days to resolve your complaint; or
 - (c) you are not happy with our proposed resolution,you may refer your complaint to the free independent dispute resolution service provided by Utilities Disputes Limited on **0800 22 33 40** or visit <http://www.utilitiesdisputes.co.nz/>. You may also refer your complaint to the Disputes Tribunal, the Court or other third party.

12. General

Loss or damage

- 12.1 Neither we 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 the terms of this agreement; or
 - (b) a negligent act or negligent omission (as the case may be) by us or yourself (or any person 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.
- 12.2 An event or circumstance beyond our control (a force majeure event) includes war, earthquakes, fires, lightning, storms, and other similar events, acts or omissions by the distribution company or equipment supplier, problems with your LPG gas pipes on your premises, problems with the distribution of LPG, problems arising because of health and safety hazards at your premises, but does not include a lack of financial means. If we suffer a force majeure event which affects your LPG supply we will endeavour to limit the effects as much as we are able and if your LPG supply is interrupted, we will resume your LPG supply as soon as is reasonably practicable.
- 12.3 Notwithstanding any other term of this agreement unless required by law, neither we nor you will be liable to the other for any loss or damage which is indirect or consequential.
- 12.4 Except in the case of supplies to which the Consumer Guarantees Act 1993 applies and the payment of your charges to us, 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 exceeding \$10,000 in value, whether or not the liability is caused by the failure, or negligence, of us or you.
- 12.5 You agree that you have no claim against our 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 \$100 in value (unless at law their liability cannot be limited to such sum).
- 12.6 The LPG 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 all other legal obligations and relevant regulations. The rights which you

may have under this agreement do not detract 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 LPG or other services for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 shall not apply.

- 12.7 Notwithstanding any provision to the contrary in this agreement, nothing in this agreement 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:
- (a) contravene that law; or
 - (b) cause any part of this liability section to be void.

Making changes to this agreement

12.8 We may from time to time change the terms of this agreement. Where minor changes are made to the terms of this agreement that more closely align it with good industry practice or mandated requirements, 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 we will send the notice of the change to the last postal or email address you have given us.

- 12.9 Unless you are notified otherwise, those changes will come into effect at the end of the notice period.
- 12.10 Changes to our LPG prices and service fees will occur as set out under the heading "Our Charges" in this agreement.

Notices

- 12.11 Unless otherwise set out in this agreement, 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 electronic means; or
- (f) by telephone call in case of urgent requirements.

12.12 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 facsimile or email or other electronic means.

Other matters

12.13 Termination of this agreement will not affect any other legal remedies we may have.

12.14 If any terms of our agreement are, or become, invalid, it will not affect the remaining terms of the agreement, which will remain in effect.

12.15 Subject to any changes that may be made to our agreement from time to time as advised to you, the agreement and any special terms constitute the entire agreement between you and us and supersedes all previous agreements and undertakings.

12.16 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.

12.17 You may not assign any rights, obligations or responsibilities set out in this agreement to any other person without our prior written consent.

12.18 You acknowledge and agree that no agent or representative of ours (including the distribution company and equipment supplier) will be liable to you for loss or damage of any kind arising under this agreement. You agree that you will not make any claim, and waive all rights you may have, against any agent or representative of Trustpower. Those terms of the agreement which confer a benefit on a third party (for example employees, agents, contractors (including the distribution company and equipment supplier) are enforceable by such third parties pursuant to the Contract and Commercial Law Act 2017, but may be amended by us without their consent.

12.19 This agreement is governed by the laws of New Zealand.

Customer competitions

12.20 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**

13. Definitions and interpretation

13.1 Clause and other headings must be ignored in construing this agreement and references to the plural include the singular and vice versa. In this agreement, "Trustpower", "we", "our", or "us" are used when referring to Mercury NZ Ltd trading as Trustpower (including its employees, agents, contractors, successors and assignees), and we say "you" or "your" when referring to you, our customer. If we use the word "including" or "for example", this applies as if the words "but without limitation" were also set out.

13.2 Where the following terms are used in this agreement, they have the following meanings:

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

"distribution company" means On Gas Limited or any other person appointed by Trustpower to deliver LPG and/or equipment to you from time to time and includes, where applicable, such person's employees, agents, contractors and representatives.

"equipment supplier" means the person or company who owns the LPG cylinders and/or associated equipment situated on your premises and who may, depending on the circumstances, be responsible for installing, maintaining, repairing, and servicing the LPG cylinders and/or associated equipment.

"equipment" means the LPG cylinders and any other LPG equipment, which is provided by us or our equipment supplier or the distribution company.

"good industry practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar conditions in New Zealand at that time.

"LPG" means Liquefied Petroleum Gas, which complies to NZS5435 (as that standard may be modified or changed from time to time).

"premises" means the property or properties 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 equipment supplier.

"regulations" means the Gas Act 1992, the Gas (Safety and Measurement) Regulations 2010, technical gas codes of practice, and other relevant regulations, guidelines, protocols, industry standards and codes of practice as may be amended or substituted from time to time.

"representatives" means employees, agents, contractors, professional advisors, invitees, or other authorised persons, or persons for whom any of the foregoing is responsible including sub-agents and sub-contractors.

"rights of access" means:

- (a) safe and unobstructed access to and within your premises; and
- (b) reasonable use of facilities and amenities available to you and ordinarily used in association with our or the equipment supplier's equipment; and
- (c) the right to gain immediate access to your premises for delivering LPG and discontinuation and reconnection services or where we or the equipment supplier reasonably believe there is immediate danger to persons or property.

"service fee" means a charge for services provided such as (but not limited to) account establishment, reconnections, discontinuations, discontinuation notices, payment dishonours, arrangement fees, lodgement and agency payment arrangements, internal fault call outs, non-registration administration, tariff changes or tariff combining, and other sundry services provided as determined from time to time by Trustpower.

Our contact details

You can email questions to 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:

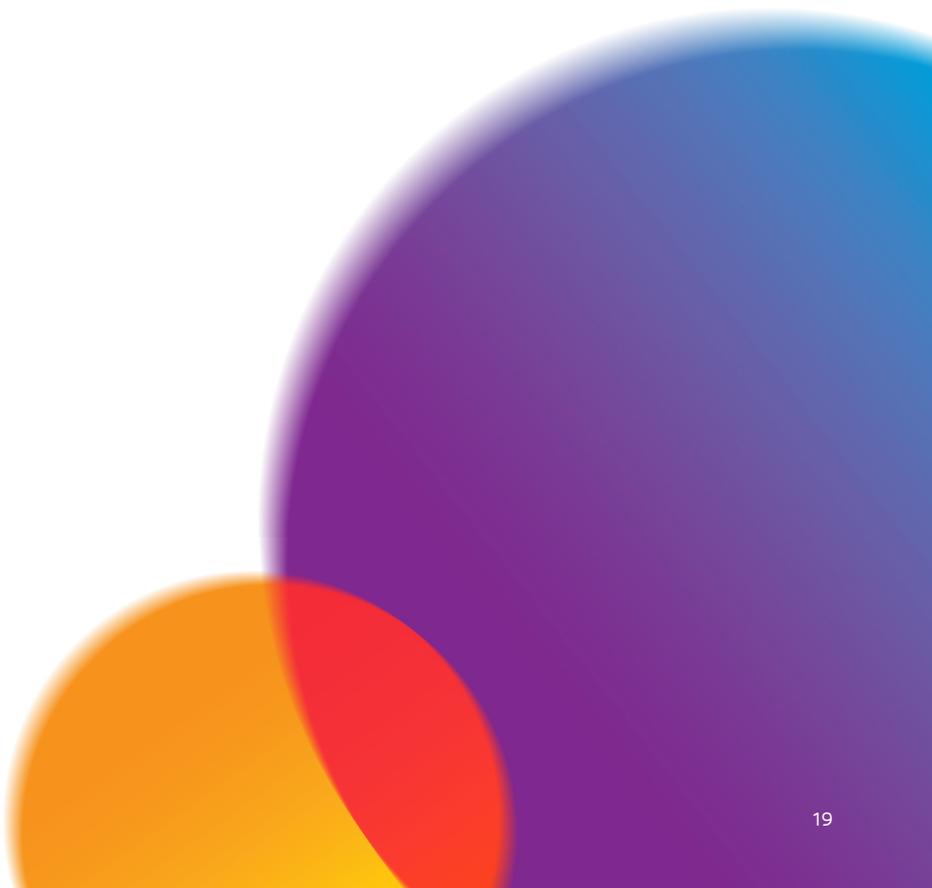
Trustpower
Private Bag 12023
Tauranga Mail Centre
Tauranga 3143

Our website is:

www.trustpower.co.nz

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