



Effective 15 July 2016

Trustpower

Customer Terms and Conditions for Telephone and Internet Services.

Thank you for choosing Trustpower to provide you with telephone and/or internet services. We look forward to providing you with the best possible service.

1. These terms form our agreement with you

These terms and conditions set out the basis on which Trustpower provides telephone and/or internet services to you. They are effective from the date specified and replace any other agreement you may have had with us for telephone and/or internet services.

Additional terms may apply to some of 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. If there is any conflict between these terms and any additional terms, the additional terms will prevail.

2. Our commitment to you

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. 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.

3. Your commitment to us

In return for us providing the services to you, you agree to:

- > follow our reasonable instructions about using the services; and
- > use the services for only the purposes that they are provided; and
- > 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
- > 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
- > 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 our services; and
- > 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 Trustpower are providing hosting services to you; and
- > not use the services in a manner that infringes on the privacy rights of any other person; and
- > make sure that any other person that uses the services that we provide to you also abides by the terms of this agreement; and
- > 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.

You will indemnify us against all liability, losses and costs that we incur through your failure to conform to the above or your failure to perform any other obligation that you have under this agreement.

4. Using our services

We are not obliged to provide you with services unless we accept your application. We can decide whether or not to accept any application. You agree that we can act on any verbal instructions you give us in relation to the services.

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 of this. 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 and we will endeavour to provide alternative services.

Where you do not agree to the changed service or package, or us moving you onto another service or package, then notwithstanding anything else in these terms you may cancel that service or package within 5 working days of receiving our notice.



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.

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. Where information is readily available to us we will endeavour to advise you of any restrictions at the time you purchase the service.

When you choose an Ultra Fast Broadband plan, services (such as monitored alarms, medical alert devices, fax, eftp 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 Fibre and make the appropriate arrangements with them for continued service.

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.

You must also obtain any necessary consent to such access for the purposes of installing, maintaining, monitoring and removing such equipment or carrying out such work. We and they will comply with all reasonable health and safety guidelines that you advise to us and will ensure that our or their representatives carry identification with them.

Any equipment 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 it to utilise for us to provide the services. If our network or equipment is damaged by you or anyone at your premises you will be liable to pay to repair or replace the network or equipment as the case may be. If the equipment requires repair we or they may get you to send it to our nearest repair centre at your cost. You will ensure that no person interferes with or damages the equipment (including, without limitation, after termination of this agreement) 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 for fair wear and tear) then you are liable to pay to us the cost of making good that damage.

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.

You must keep confidential any password or PIN number which is used by you to access our services and we recommend that you change this on a regular basis for security reasons. You must also change your password or PIN number if we ask you to do so.

We can suspend or restrict our services at any time if:

- > we consider it necessary to protect or maintain our network (or the networks of those that supply services to us); or
- > we believe that you have breached any of our terms and conditions.

5. Our charges

You must pay our charges for the services we provide to you and persons under your reasonable control.

You should notify us if there is any unexplained usage or charges on your account. We will investigate this for you and if, acting in good faith, we consider that the usage and/or charges are a result of fraud by someone outside of your reasonable control, we will provide an appropriate resolution, which may include providing a credit or refund.

If you have any questions call us on **0800 87 87 87** or visit **www.trustpower.co.nz**

Rachel Customer Experience Team Leader



If you have not maintained a satisfactory payment record with us we may charge you a bond for us to continue to supply you with a service. We will provide you with the reasons why we require a bond.

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.

We may vary our charges from time to time including those for any free services in accordance with the terms set out in this agreement. You can always check the latest available charges by calling us on 0800 87 87 87 or visiting our website www.trustpower.co.nz.

If you are on a fixed price plan and we increase the price, or make other changes that you think are detrimental to you, this agreement may be terminated by you without incurring any exit or other early termination fees.

We will invoice you for the services we provide to you. 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.

You must pay each invoice by the due date and if you do not we will make reasonable endeavours to notify you of any overdue amounts. If you do not pay any invoice by the due date we may:

- > withhold any rebate, discount or similar incentive which would otherwise be available to you; and
- > suspend or restrict your service; and
- > charge you an overdue payment notification fee, a disconnection notice fee, and a late payment fee (or such similar fees); and
- > charge you any disconnection or reconnection fees; and
- > continue to charge you any recurring monthly charge applicable for those services during the period of suspension; and
- > recover from you any debt recovery costs; and
- > require you to put in place a direct debit payment arrangement for payment of our invoices.

If we are going to disconnect your services for non-payment we will provide at least 5 working days' notice to you at your last known email, facsimile, text or billing address. For the avoidance of doubt we may restrict your services without notice. For up-to date advice on our fees in relation to disconnection and reconnections for non-payment please call us on 0800 87 87 87.

We will endeavour to ensure our invoices to you are accurate. If you wish to raise a genuine dispute regarding an invoice of ours please do so before the due date. You may withhold payment of the disputed amount while the issue is investigated and resolved however you must pay any undisputed amounts. We will consider any issues raised by you in a timely manner and in good faith and will promptly advise you of any resolution or amendment to our charges. 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.

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. From time to time, you may incur charges for calls or transactions made on another operator's network where these 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 and 0161 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.

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.

We may at our discretion impose a credit limit or toll bar on your account if you are not meeting your commitments.

If you breach any term of this agreement, and we incur costs as a result, then you must pay those costs if we require you to do so.

6. Bundle Discount

When you bundle your Trustpower energy service(s) with your Trustpower phone and internet services Trustpower may apply a discount to your phone and internet charges applicable to your chosen plan (excepting any exclusions noted in that plan) known as a "Bundle Discount".

The energy, internet and phone charges applicable to you are not fixed, and may be changed in the future according to the Trustpower Customer Terms and Conditions for Telephone and Internet services, or the Trustpower Energy Customer Service Agreement. Trustpower cannot confirm the continued availability of the plan you have chosen at the date of sign up, or that the Bundle Discount will apply to packages it offers in the future.

The Bundle Discount will continue to apply to your account as long as you continue to meet the requirements of the plan you have chosen.

Fees may apply if you leave a plan before it's term has expired.

7. Internet services

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

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

We will normally send you an email once you reach 80% of your monthly data allowance, and then again once you reach 100%. When you have reached your limit the option you have chosen to occur when this happens will apply. This may be an auto purchase of additional data or a throttling back of speed or

other such options that may be available. You will be advised of the action taken and any associated costs that will appear on your account in the data cap email.

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. This means we will always provide you with the best speed we can deliver in the circumstances. Factors outside Trustpower's control like the distance from your exchange and the quality of the cabling connecting you to our network can also affect broadband performance.

Trustpower can, at our discretion, restrict or disconnect you if we consider that you (or anyone using your internet connection) have engaged in Improper Use of our Services. Improper Use means any use of the Services which is, in our reasonable opinion, illegal, infringing anyone's rights (including intellectual property rights), is malicious, obscene, offensive or otherwise causes detriment to Trustpower, 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 Trustpower's 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.

Services are provided with a dynamic IP address or Carrier Grade NAT. A static IP address can be allocated on request at an additional cost. Only one IP address is supported however, in some cases more than one IP Address may be allocated on specific services. Trustpower 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 Trustpower, your IP Address may also change, which may require you to update your systems. Trustpower is not liable for any charges associated with the change of IP addresses resulting from a service change.

The market for phone and internet services is evolving all of the time so we reserve the right to change the nature of a plan (speed, data, and price) upon reasonable notice. If we make changes to your plan, or change you to a different plan, and you are not agreeable with that change you can terminate your agreement with us.

The plan speed refers to the maximum speed possible – actual speed depends on a variety of factors and some customers may never achieve maximum speed due to the nature of the networks they are connected to. There are other factors that can influence the particular speeds or latency you can achieve to servers nationally and internationally. Our control of these speeds is limited to our own network. Connections to servers outside the Trustpower network are on a reasonable endeavours basis and it may not be possible for you to achieve the maximum expected speeds or latency where you are connecting to equipment outside our control.

We cannot guarantee that our internet services will always be available or that they can always be utilised for any particular purpose. When the internet service becomes unavailable we will endeavour to restore services as soon as possible.

You are responsible for downloading to your computer any email that you wish to keep. We may ask you to remove any mail that remains on our servers for more than 90 days. If you do not regularly remove your email or allow it to build up to unreasonable levels we may remove it ourselves upon reasonable notice or charge additional fees for the additional resources used.

We are responsible for activating your internet connection via the network provided. Where we provide you a router/modem, 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 connection support.

We strongly advise you to password protect any Wifi router/modem that you use so that others 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.

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.

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. If you use our virus filter then 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). Because of

this we strongly recommend that you install your own anti-virus, malware and spam software also. We are also not liable for any viruses or other harmful code which you download via the internet.

If your analogue phone line is disconnected for any reason, we will be unable to provide ADSL internet service to you and this will mean that you have terminated our agreement for the provision of that service.

If services are reinstalled, even on the same phone number, you may incur installation charges. 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 for 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.

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-dialling, continuous call forwarding, telemarketing, call centres, fax, voicemail broadcasting, spamming and other activities considered illegal or infringing.

8. Emergency calling phone numbers and directories

Trustpower phone service over analogue lines or Fibre supports access to emergency calling services (111). Trustpower phone and broadband services over Fibre will not be available in the event of a power failure or faulty equipment. This will mean emergency calls cannot be made until the power is restored or the equipment is repaired or replaced.

Trustpower recommends 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 in cases of service disruption.

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.

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. 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.

9. Changing supplier

You acknowledge that where you are changing service provider:

- > if we are your new service provider we will only provide those services agreed with you; and
- > 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; and
- > 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
- > 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
- > 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.

10. Credit arrangements

We may decide to use information that you give us in order to check your creditworthiness at any time. You agree that we may pass on your information to credit reporting organisations so that they can run credit checks on our behalf. We may reject your application or terminate services to you based on the credit information that we receive. We may also let those organisations know if you have not paid your bill. You agree that at any time those organisations may pass on to us information about you that they hold. We will use that information to make decisions about providing or continuing to provide you with services. In doing so we will meet the requirements of the Credit Reporting Privacy Code.

You also agree that those organisations may keep any information about you that we have passed on to them and use it for the purposes of their businesses, which may include supplying it to other entities that use their services. You may have to pay us a deposit before you can use, or continue to use, our services. We will tell you when this is required.

11. Terminating your agreement with us

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, this agreement (or its successor) will continue to apply after expiration of that term (an ongoing agreement), until you give us notice to cancel the agreement.

Where there is no minimum term you may ask us to stop the particular service or cancel 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 days' notice.

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. You can do this by contacting us on 0800 87 87 87. Where a minimum term applies, any cancellation by you (or by us for one of the reasons listed below) before the end of the minimum term will incur the applicable termination fee(s). Where you cancel a service and do not expressly ask for this agreement to be cancelled it will remain in place and will apply to any future services you may request from us.

We may stop or suspend a particular service or cancel this whole agreement at any time if:

- > you do not pay for any of our services by the due date shown on your bill; or
- > you give us incorrect information; or
- > you have not given us a prepayment or bond we have asked for; or

> you have not complied with these terms and conditions or the end-user terms of our wholesale service providers (which can be provided on request).

> or we suffer a Force Majeure event

We may stop or suspend a particular service or cancel this whole agreement after any agreed term has expired so long as we have given you reasonable notice.

If you terminate this agreement, or if we terminate this agreement for one of the reasons listed above, you will:

- > be liable for any applicable disconnection and termination fees, unless you are terminating because we have changed a service;
- > still have to pay for all services that we provide to you up until the effective date of cancellation;
- > pay any recurring charges or charges that are subsequently billed that are owed by you until the effective date of cancellation or the end of your current billing period (whichever is later), unless you are terminating because we have changed a service; and
- > be liable for any subsequent reconnection fees.

In some circumstances, terminating one service may result in us terminating some or all other services being provided to you. You agree that clauses 3, 10, 11, 13 and 14 will survive cancellation of this agreement.

12. Collecting and using information about you (privacy)

You agree that we can collect information about you (such as your home address and phone number and evidence that you will be able to pay for our services) and the ways in which you are using the services. We will ask you for this information or we will obtain it from our records. You agree to ensure that all information you give to us is correct and complete.

You agree that we can use this information and can pass it on to our employees, contractors, agents, Trustpower representatives and wholesale service suppliers for a range of lawful purposes connected with our business operations, including:

- > providing you with services; or
- > sending you bills; or
- > for statistical purposes in fulfilment of legal, regulatory or contractual requirements; or
- > checking your creditworthiness; or
- > looking at ways in which we can improve our services and develop new services; and
- > keeping you informed about new services and changes to existing services. (unless you have told us that you do not want to receive this information).

You also agree that we can use information that we have collected about you to keep you informed about services offered by our carefully selected business partners, unless you have told us that you do not want to receive this information.

You agree that we may pass on your telephone number(s) to other network operators to enable you to make or receive calls.

You agree that we may monitor and/or record calls made between you and Trustpower representatives to verify information or for the purpose of maintaining and improving the quality of our service.

Trustpower are not obliged to monitor the services we provide, but we reserve the right at all times to either review content transmitted and accessed through Trustpower services and to disclose any information to any party as we deem necessary to comply with any applicable law (including but not limited to the Telecommunications Act or our obligations as a retail service provider and / or a network operator) or to investigate any complaint.

We will comply with the obligations we have under the Privacy Act 1993 and we continually monitor our processes to ensure that we continue to do so. If you would like to know what information is held about you or how we comply with our obligations under the Privacy Act please contact us.

You may ask to see information that we have about you and you may ask us to correct any errors. You can do this by contacting us on 0800 87 87 87.

13. Our liability to you

Neither Trustpower 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 failure to comply with the terms of this agreement; or
- > a negligent act or negligent omission of (as the case may be) Trustpower or yourself (or any person, agent or assignee for whom you are responsible);

and that loss or damage is:

- > reasonably foreseeable and is directly caused by the failure, or negligence; and
- > not caused by an event or circumstances beyond (as the case may be) Trustpower's or your control (a Force Majeure event).

If we are unable to carry out any of our obligations to you because of a Force Majeure event, this agreement 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. A "Force Majeure" event means any event or circumstance which is beyond our reasonable control. This 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.

Trustpower 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.

Notwithstanding any other term of this agreement unless required by law, neither Trustpower 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.

Except in the case of supplies to which the Consumer Guarantees Act 1993 ("CGA") applies, the payment of your charges to Trustpower and any payment pursuant to any of the indemnities given by you under this agreement, neither Trustpower 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 Trustpower or yourself.

The services that we supply to you will comply with the standards required under the CGA and 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 CGA. 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 CGA shall not apply.

14. Liability of third parties to you

The following people will not have any liability to you:

- > our employees, agents, contractors, representatives and wholesale service providers;
- > other network operators who use our network and allow us to use their networks, and their employees, contractors and representatives; and
- > any person who provides any service which is part of our services, and their employees, contractors and representatives.

This clause is intended to confer a benefit which those third parties can enforce.

15. Changing these terms, charges or services to you

We can change these terms from time to time including the charges and services that we provide to you. If any change will have a material detrimental effect on you we will endeavour to give you as much notice as possible of that change, but in any event, will give you at least 10 working days' notice. We will inform you of any change by emailing, texting or writing to you, or by way of a bill insert or message, or by putting a notice in major daily newspapers. If a change to these terms is minor and not related to increasing your pricing; is unlikely to have a detrimental effect on you or is made due to regulatory requirements we will not be required to notify you. If we change our frequency of billing to you or have a material price or service change we will advise you of that change by individual notice.

Our latest terms and conditions are available at www.trustpower.co.nz

16. Sending invoices or notices to you

We will send your bills and any other notices to the latest postal address or (where we have agreed this with you) to the latest email address that you have given us. Notice may also be provided to you through a local newspaper if we consider that this is appropriate. It is important you tell us straight away about any change to your postal or email address. You can do this by contacting us on 0800 87 87 87. 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 transmission if sent by email, or on the day of publication if provided through a local newspaper.

17. Choose how you would like to pay

There are a number of ways you can pay our invoices:

- > You can make a direct debit payment, an automatic payment, or a telephone transfer from your bank; or
- > You can make an internet banking payment; or
- > You can use one of the bill payment gateways that are available through the Trustpower website (www.trustpower.co.nz); or
- > You can make an advance payment; or
- > You can pay by credit card (please note that there may be a lower rate of prompt payment discount or other service fees for credit card payments); or
- > You can pay at any Trustpower nominated collection agent; or
- > You can pay by cheque. Just pop your cheque and the payment slip into an envelope and post to Trustpower Payment Processing, Private Bag 92088, Victoria Street West, Auckland 1142.

Some of these options attract a service fee.

You must not assign your rights under this agreement to any other party. 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 (including another service provider). Where we do this we will notify you that the agreement is being transferred to another party and let you know where you can access the information that you need to contact the other party and when the transfer will take place.

Please call us on 0800 87 87 87 for more details and explanations on these payment options and any other new ones we may provide.

If any of the payment methods relevant to you are to change we will provide you with reasonable notice of that change.

18. Complaints

If you ever have a complaint please tell us. We'll try to learn from it and do better. No one wants problems to go unresolved. Certainly, we genuinely value your custom and goodwill. Our aim is always to act in good faith to resolve any problems quickly.

If you have a question or complaint please call our Customer Service Team on 0800 87 87 87. You can also contact us by post or fax:

Trustpower
Private Bag 12023 Tauranga Mail Centre Tauranga 3143
Fax: 0800 329 302
Email: enquiries@trustpower.co.nz

Usually a call to our Customer Service Team is all that is needed to answer any question or resolve any complaint. If we cannot resolve your complaint over the phone in the first instance we will acknowledge your complaint and we will respond to you within 5 working days of receipt.

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, Trustpower will try to resolve your query or complaint within a further 15 working days of notification by you.

If your complaint cannot be resolved within 20 working days of original receipt, and Trustpower has not written to you explaining why we need further time to resolve your complaint, you have the option to refer your complaint to other available jurisdictions.

You must continue to pay any undisputed amounts to us while we are considering your complaint.

If you're not satisfied with the outcome of the dispute process, or the dispute becomes deadlocked, 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
Website: www.tdr.org.nz

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

19. Other matters

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.

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.

These terms are to be interpreted in accordance with the laws of New Zealand. Any dispute regarding the provision of our services under these terms is to be determined by New Zealand Courts.

You must not assign your rights under this agreement to any other party. 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 (including another service provider). Where we do this we will notify you that the agreement is being transferred to another party and let you know where you can access the information that you need to contact the other party and when the transfer will take place.

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.

20. Faults and call-out services

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.

If you have wiring 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 maintenance, it is your responsibility to cover the costs associated with this fault.

The wiring and maintenance charge covers the telephone wiring in your house where this is classified as PTC103.

It covers:

- > Short circuits in the wiring between the ATA Port on the ONT and the jack point or ETP and the jack point.
- > Repair or replacement of deteriorated wiring to the jack point.
- > Repairs to wiring classified as PTC103 standard, (legacy 4/6way standard internal wiring and BT type jack points).

It does not cover:

- > Equipment such as telephones, jack point casings or telephone cords.
- > Jack points for Sky connections.
- > Incorrectly customer-installed jack points.
- > House wiring classified as structured wiring installations which have been intended for Ethernet or data.

Please also note that you need to have had this service for 30 days before your fault is covered.

21. Definitions

In these terms, "we" and "our" means Trustpower, "you" means you, our customer, "services" means all the services that we provide to you, "wholesale service providers" include, but are not limited to, Spark New Zealand Limited, Ultrafast Fibre Limited, Chorus New Zealand Limited, Enable Networks Limited, Whangarei Local Fibre Company Limited, Transfield Services (New Zealand) Limited, FX Networks Limited and their respective successors and assigns.