



# Terms and Conditions

## Agreement

The signed Utility Company Agreement document constitutes a contract between the client and The Utility Company. The client appoints The Utility Company to act as its agent in dealing with service providers. The client will deal with The Utility Company for all matters pertaining to the supply of any contracted services and The Utility Company will act with a care of duty to ensure that the client's best interests are upheld with any service providers.

## Estimated Savings

The Utility Company obtains information from the client's incumbent supplier for the previous year's consumption and all calculations are based upon your business using the same amount of power in the ensuing term of the proposed contract. The Utility Company cannot be held liable for any misinformation provided by a third party.

The Utility Company is not liable for any increase or decrease in consumption which may affect the proposed savings.

All savings shown incorporate any contract termination fees (if applicable) and monthly brokerage fees as shown in The Utility Company agreement.

## Validity Of Offer

All prices supplied to the client are subject to five day validity from offer. These terms maybe extended at the discretion of The Utility Company subject to acceptance by the service provider. Equally where a service provider withdraws an offer The Utility Company cannot be held liable for changes in pricing. Also where a service providers quote is found to be for a different price code again The Utility Company cannot be held liable.

## Appointed Agent

Upon acceptance of the offer from The Utility Company permission is granted to The Utility Company to act on behalf of the client until such time that permission is revoked in writing by the client giving a minimum of 30 days' notice. While acting as agent permission is granted to The Utility Company to update the letter of authority provided in order to maintain its validity in accordance with retailer requirements.

## Contract Termination

If the client chooses to cancel the contract with The Utility Company an early termination charge will be applicable. The fee will be calculated as \$295 plus \$20 per month left to run on the contract or the loss of revenue whichever is the higher amount at The Utility Companies discretion. If however a client ceases trading or moves premises no termination fee applies in respect of The Utility Company.

Where a retailer has given a credit at the commencement of the contract this maybe reclaimed if a contract is cancelled for whatever reason.

In the case of TOU accounts retailer's *may* charge early termination fees based on loss of income calculations and they reserve the right to charge these fees under all circumstances of early contract termination.

In the case of NHH accounts retailers reserve the right to charge termination fees if the contract is ended prior to its end date for any reason.

## Liability

The client warrants that The Utility Company has no responsibility for any payments to energy providers for products, services or energy consumption. Likewise any penalties incurred for late payment, contract termination fees or other charges are the responsibility of the client. Where a payment to The Utility Company is dishonoured a handling charge of \$30 plus GST is applicable.

## Service And Charges

The Utility Company will perform a monthly audit of the client's account(s) from the service provider. The brokerage fees applicable are shown on The Utility Company Agreement which is a percentage of the monthly service provider bill including any prompt payment discounts, and GST. All brokerage charges are covered in the savings represented to the client. At the end of the initial term The Utility Company will continue to audit the accounts and advise if further savings can be achieved unless specifically cancelled in writing by the client.

## Payment Terms

Payment to The Utility Company shall be by direct debit unless agreed otherwise. All payments will be direct debited ten days after the issue of an invoice. Where direct debits are not in force or where a termination fee is due all payments will be subject to 7 day terms. If payments are disputed all correspondence shall be made in writing to [accounts@theutilitycompany.co.nz](mailto:accounts@theutilitycompany.co.nz) or sent by registered post to PO Box 25641 St Heliers Auckland 1740. Any issues raised will be dealt with within 7 working days from date of receipt.

In the event that payment is not received all matters will be referred to a debt collection agency with any debt recovery costs being the responsibility of the client.

## Disputes

If there is a disputed amount owing all matters will be dealt with in accordance with New Zealand law.