



# Feel the energy

## Rockgas bottled LPG terms and conditions

Customer terms, and other important legal bits for our sale and supply agreement.

**Effective:** 23 April 2025

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## Here's the deal.

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Rockgas' terms and conditions of supply explain *our* responsibilities as a supplier of Rockgas Bottled LPG and yours as a customer. Being a Rockgas customer means *you* agree to these terms and conditions, even though we may have to change them from time to time.

These terms and conditions apply to the Rockgas Bottled LPG that we supply to both residential and business premises. This version (dated 17/04/2025) replaces all previous versions.

Our agreement with you includes everything in these terms and conditions; any pricing; any terms and conditions relating to specific services, payment options and/or products you have with *us*; and any additional terms and conditions that we agree with you in writing. Together, it all forms a legally binding agreement between us.

Words that have defined meanings are in italics the first time we use them. These words are explained in clause 30.

Our website, [rockgasmidcanterbury.co.nz](http://rockgasmidcanterbury.co.nz), is a good place to start if you want to find out about how we get Rockgas Bottled LPG to *your* place. And if you have any questions – especially if anything is unclear in here – please reach out to us at [admin@rockgasmidcanterbury.co.nz](mailto:admin@rockgasmidcanterbury.co.nz) or call us on 03 308 4665. Contact details are on the last page.

Rockgas is a registered trade mark of Rockgas Limited.

## 1. Purpose

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- 1.1. Our agreement with you kicks off as soon as we accept you as Rockgas customer. This will be when:
  - We confirm you as our customer;
  - You start using *LPG* supplied by us; or
  - We approve your *application*.
- 1.2. *This agreement* continues until:
  - You've met all your obligations under the agreement; or
  - It's ended under clause 15
- 1.3. What information we need from you  
To become a customer, you will need to provide us with some personal information, including your date of birth and any information provided for the purposes of setting up a direct debit. We may use this information for a number of purposes as set out in our Privacy Policy. You can view our Privacy Policy via our website.

We may also request information (including credit information) from relevant third parties such as credit reference agencies and other LPG retailers prior to you becoming a Rockgas customer and at any point while you are a Rockgas customer, as part of our credit assessment criteria.

If any of your personal information changes (including your contact details) please tell us immediately so that we can update your account information. For further details of what we do with your personal information, please refer to clause 22 of these terms and conditions.

1.4. For Non-occupying customers

You can still be our customer even if you're not living at the premises (for example, if you're a landlord or a relative who's agreed to pay for LPG or other services). If that's the case, you're responsible for ensuring whoever is using the LPG or other services complies with these terms and conditions. However, some products or services might only be available if you're both our customer and living at the property. If that applies, we'll let you know upfront.

1.5. Vulnerable Customers

If you're medically dependent on our LPG supply or qualify as a *vulnerable customer*, please let us know as soon as possible - either before signing up or as soon as your situation changes.

## 2. Our service: What we agree to supply

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2.1. We agree to supply you with Rockgas LPG on these terms.

2.2. Our supply of LPG will meet all relevant New Zealand laws, including those governing its specification and odourisation (e.g. how it smells). We'll also provide our services to the standards you'd reasonably expect from a professional LPG supplier operating in New Zealand. To help us comply with these laws, we may need certain information from you - please ensure you provide it when requested.

2.3. If you already have LPG equipment at your *site(s)*, we'll need evidence that your system and appliances comply with all applicable *regulations*, our *Minimum Standards*, and any required Location Compliance Certificates or Plaques before we start supplying LPG.

2.4. While we'll do everything reasonably possible to keep your LPG supply continuous and uninterrupted, we can't guarantee it. Things like severe weather, natural disasters, or other force majeure events (explained in clause 25) might get in the way. Supply could also be affected by delays in transportation, stock shortages, production facility interruptions, or accidents - essentially anything outside our reasonable control.



- 2.5. In the event of a supply shortage or delay, we may need to ration LPG in the way we believe is most effective to manage the situation.
- 2.6. Occasionally, we may need to interrupt your supply to inspect, maintain, repair, upgrade, or test equipment - or for safety reasons.
- 2.7. If supply interruptions or rationing are necessary, we'll give you as much advance notice as we reasonably can. Rest assured, we'll work hard to restore regular supply as soon as possible.
- 2.8. While this agreement is in place, the only LPG you're allowed to use in connection with *Rockgas equipment* is the LPG we supply. If we can't meet your needs for any reason, we may give you prior consent to purchase alternative LPG.

### 3. Installation of Rockgas equipment

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- 3.1. If we agree to install Rockgas equipment for you, this section will apply.
- 3.2. We'll deliver and install any Rockgas equipment at a location on your site(s) that must work for both of us. We'll aim to do this as soon as practicable.
- 3.3. To help us get the Rockgas equipment installed, you'll need to give us sufficient information and take care of any site improvements needed ahead of time. This could include things like preparing foundations, ensuring access, locking dogs up, or arranging electrical power, water supply, and fire protection equipment – all at your cost.
- 3.4. We will work with you to secure any statutory or local authority approvals for the installation, but ultimately, it's your responsibility to make sure everything is compliant. You'll also need to keep your site(s) up to date with all relevant regulations and meet our Minimum Standards.
- 3.5. Before we install any equipment, you'll need to get written consent from anyone with a legal or equitable interest in your site(s). This consent must include their acknowledgement that the Rockgas equipment belongs to us, is considered a chattel, and can be removed by us at any time.

## 4. Delivery & destination

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- 4.1. Let us know when you need an LPG delivery. If you don't let us know, there might be a delay in delivery.
- 4.2. We'll deliver your LPG within a reasonable time after your request, or to any delivery schedule we've already agreed with you.
- 4.3. When our delivery vehicle arrives, please ensure we have clear access to the Rockgas equipment to complete the delivery.
- 4.4. Our website has details on delivery charges, which may include fees for urgent deliveries or an administration fee if you're using your own LPG storage equipment (like bottles).
- 4.5. Delivery of LPG is deemed complete when the bottle connects to the *pigtail(s)* at your property or delivered to a designated cage, location or premises; or when the LPG leaves our tanker's filling hose and enters a Rockgas bottle installed at the site(s).
- 4.6. Our records, weights, and measurements are considered final when it comes to the quantity of LPG delivered. However, you're welcome to appoint someone to check these at the time of delivery.
- 4.7. We may refuse to supply LPG if you have an outstanding account with us, your site(s) doesn't have a location certificate of compliance or meet relevant regulations and/or our Minimum Standards, or we believe the site(s) or access to it is unsafe.

## 5. Allowing access

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- 5.1. You must ensure our team has safe, unobstructed, and easy access to your premises, free from hazards or obstacles, so we can:
  - Connect or disconnect your LPG supply;
  - Install, remove, inspect, test, operate, maintain, service, upgrade, repair, or replace LPG supply equipment;
  - Investigate or resolve issues with your LPG supply or check compliance with your responsibilities under this agreement;
  - Protect people or property from danger or damage; or
  - Enforce these terms and comply with legal requirements.

- 5.2. It's important that you let us know about any health and safety requirements or issues at your premises. If any specific equipment is needed to ensure our representative's safety, you'll need to provide it.
- 5.3. You must ensure that any dog or other animal is secured to enable safe and easy access. If you fail to secure any dog or other animal that we consider may put us at risk when we visit, then we will not deliver LPG to your premises. Please contact us to discuss alternative arrangements. If alternative arrangements acceptable to us are not reached, then we may not supply LPG to your premises.
- 5.4. 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, any dog or other animal and we may not supply LPG to your premises. We may also choose to escalate any threat or attack to the appropriate authorities.
- 5.5. While we always take great care, we can't be held responsible if dogs or other animals escape when we're delivering LPG.
- 5.6. If any LPG supply equipment is located behind locked doors or gates, you'll need to provide us with a key, security code, or other means of access.
- 5.7. To allow us to carry out these activities, you may need to turn off the LPG supply at your premises.
- 5.8. If access is needed and not provided, we may take reasonable steps to gain entry to your premises. This right continues until you've met all your obligations under this agreement.
- 5.9. If we incur any costs to gain access—such as locksmith fees, legal expenses, or security agency charges—you'll need to cover these costs. You're also responsible for any costs, losses, or damages we experience due to unsafe premises, or from threats or attacks made by you, anyone on your premises, or your animals.

## 6. Payments and fees explained

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We will send you an invoice for payment to the address that you have provided.

- 6.1. We will send you an invoice for payment to the address that you have provided.
- 6.2. The *price* we charge will be based on the current standard price applicable to your site(s) and volume of LPG consumed. Please note, prices may change as outlined in clause 27.
- 6.3. You'll also need to pay a *rental fee* for using Rockgas equipment. This will either be set out in your application or based on our standard fees for your area if no

application exists. Charges for other services we provide may also apply, and like LPG prices, these fees are subject to change under clause 27.

- 6.4.** You must pay the total amount shown on each invoice (including GST) **by the due date specified on the invoice.**
- 6.5. If we need to recover unpaid fees or charges, you'll be responsible for all related costs. This includes debt collection fees, legal expenses, administration charges, and other costs linked to late or non-payment. This obligation remains even if you're no longer a customer.
- 6.6. If you are a vulnerable customer and you don't pay your bill on time and fail to arrange a payment plan with us, we may repossess and remove any LPG and Rockgas owned equipment at your site(s) if payment is more than 45 days overdue. If you are not a vulnerable customer, this can happen immediately, and we're authorised to access your site(s) for this purpose.
- 6.7. We don't offer credit for unused LPG left in a bottle when it's collected unless we've agreed to this in writing beforehand.

## 7. Bonds

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- 7.1. We may ask you to pay a bond at any time. If we do, we'll explain why, the bond type will depend on your premises classification and our credit assessment. Bonds can be cash payments, guarantees, or other forms of security we consider necessary.
- 7.2. If a bond is required, we may:
- Ask for immediate payment; or
  - Add the bond to your next invoice, in which case it must be paid by the invoice due date.
- 7.3. When you stop being our customer, we'll refund your bond within one month, provided all outstanding amounts have been paid.
- 7.4. If you still owe us money, we'll deduct the amount you owe from your bond and refund the balance either by crediting your account or refunding you directly if you're no longer a customer.
- 7.5. If your payment history with us isn't satisfactory, we may hold onto your bond for more than 12 months.

## 8. Ways to pay

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8.1. You may pay your invoice by any of the methods described on our website or invoice. If you would like to receive further details, please contact us on

- Phone: 03 308 4665
- Email: [admin@rockgasmidcanterbury.co.nz](mailto:admin@rockgasmidcanterbury.co.nz)

8.2. Paying by Credit Card

You can make payment via credit card using the link on your Invoice, or on our Website – [rockgasmidcanterbury.co.nz/make-a-payment/](http://rockgasmidcanterbury.co.nz/make-a-payment/) We accept VISA or MasterCard.

Payments are made through a third party provider and you are subject to their terms and conditions. Funds will not be allocated to your account until received by us.

8.3. Security & Fees  
We don't store credit card details in our billing system. All transactions are processed securely by a third-party provider. A processing fee may apply for credit card payments. Any fee will be listed in our schedule of special fees on our website. Any refunds will be credited back to the original card used for payment.

## 9. Direct debits

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9.1. Paying by Direct Debit  
When you set up a direct debit, you agree to the terms and conditions of your banking service provider and the Rockgas direct debit terms below.

9.2. Reversing a Direct Debit  
You can ask your bank to reverse a direct debit within 120 days if:  
• You didn't receive written notice of the amount and date of the debit.  
• The amount or date was different from what was stated in the notice.

9.3. Managing your Direct Debit Authority  
Payments will continue until you tell us to stop. We'll cancel the authority as soon as possible, but we may not be able to stop a payment already scheduled. You're responsible for updating your details when you change or close your bank account number.

9.4. Customer-Initiated Direct Debits  
For payments you request manually, we'll only process a direct debit if you have specifically asked us to send it and/or have agreed on the amount in advance.

- 9.5. If a Direct Debit Fails  
If your bank dishonours a direct debit we will notify you of the failed transaction, and we may attempt to take payment again within five business days. If a payment is declined or dishonoured, we may charge a dishonour fee.
- 9.6. Security  
We collect and store your direct debit information as part of setting up your direct debit authority. We use and store this information as set out in our Privacy Policy. You can view our Privacy Policy via our website. For further details, please refer to clause 22 of these terms and conditions.

## 10. Safety and use of LPG

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- 10.1. Your safety, and the safety of those around you, is important:
- In an emergency, dial **111** immediately.
  - Call us on 03 308 4665 if you suspect a gas leak, think our LPG supply could endanger people or property, or notice any hazardous situation related to your LPG supply.
- 10.2. LPG is classified as a dangerous good, so you must:
- Handle it safely and take all reasonable precautions to prevent misuse or damage.
  - Ensure anyone who handles or receives LPG from you - like employees, contractors, or customers - is warned about its dangers and understands proper handling procedures.
  - Comply with all relevant regulations and our Minimum Standards for using, handling, transporting, and storing LPG.
  - Train employees or agents who handle LPG or access Rockgas equipment to do so safely and in line with regulations and standards.
- 10.3. For Rockgas equipment:
- Use it safely, follow any instructions we provide, and comply with regulations and standards.
  - Avoid using or accessing equipment that appears damaged or in poor working condition. Notify us immediately if you suspect a defect.
  - Handle Rockgas equipment with care and protect it from misuse or damage.

- 10.4. For any other LPG equipment at your site(s):
- Ensure it complies with regulations and our standards.
  - Carry out necessary repairs and maintenance to keep it in good working order.
  - Only use certified gas fitters for installations, servicing, or conversions, and ensure their work aligns with our standards.
  - Never tamper with, connect, disconnect, shake, tip, or interfere with Rockgas meters, pipes, or other equipment.

## 11. Passing of title and risk - LPG

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- 11.1. Once LPG is delivered, the risk passes to you.
- 11.2. You're responsible for any loss or damage related to LPG after it's delivered, including any equipment or pipes connecting it to your appliances.
- 11.3. We retain ownership of the LPG until it's fully paid for. If payment isn't made, we can repossess the unpaid LPG at any time.
- 11.4. We may allocate payments for debts owed to us against specific LPG consignments as we see fit.
- 11.5. If you sell LPG that hasn't been paid for, you must hold the proceeds in trust for us, and we may trace these proceeds as needed.

## 12. Rental of LPG equipment

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- 12.1. We'll rent to you Rockgas equipment including the LPG bottles for the supply of LPG to your premises.

## 13. Operation and care of Rockgas equipment

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- 13.1. Your Responsibilities:
- You must insure any Rockgas equipment on your site(s), noting Rockgas as the owner.
  - You must cover costs related to operating the Rockgas equipment, including fire protection, power, and water supply.
  - You must allow us full and free access to the Rockgas equipment at all times.
  - Avoid interfering with or damaging the equipment and reimburse us for repairs, except those due to normal wear and tear.

- You must protect the Rockgas equipment, and you must not do anything to it, including tampering with it and/or adding to it.
- You must ensure the Rockgas equipment and its surrounds are kept in a neat and tidy condition.
- You must not allow the Rockgas equipment to be used or worked on by any person other than you and your employees.
- You must not remove the Rockgas equipment from the site(s).
- If you want to move or replace the Rockgas equipment, you need to tell us beforehand and you'll need to pay any charges for this.
- Remember, the Rockgas equipment remains our property at all times. Don't sell, move, or alter it without our consent.
- Notify us of any changes to your site(s) that may affect the Rockgas equipment.
- You will need to check with us before installing additional gas appliances or equipment at your site(s) so that we can check there is enough capacity and that the equipment meets the required standards.
- Use the Rockgas equipment exclusively for storing or dispensing Rockgas LPG.
- You must ensure all trade marks and signs are kept legible and visible on all Rockgas equipment.

#### 13.2. Our Responsibilities:

- We'll handle all repairs and maintenance for Rockgas equipment and perform regular inspections, at our expense. Other than Rockgas equipment and Rockgas bottles you will need to meet our costs related to repair and maintenance, if it's needed. We will agree this with you before we do the work.
- We may enter your site(s) to inspect, maintain, or remove equipment if we determine that it's needed, and will repair any damage caused during this process. You authorise us to enter your site(s) if we need to.
- If equipment replacement or significant maintenance is no longer viable for safety or commercial reasons, we may terminate this agreement with written notice.

## 14. Site costs

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- 14.1. You're responsible for any rents, rates, taxes, or charges related to your site(s).

## 15. Ending our agreement

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- 15.1. You can end this agreement, for any reason, by letting us know that you want to close your account, giving one (1) months written notice. Failure to provide one (1) months written notice will remove the liability to provide refunds or credits for any unused rental of equipment.
- 15.2. The agreement may be terminated on seven days' notice when:
- Either party breaches any term in the agreement.
  - If you become bankrupt or are convicted of an indictable offence or are sentenced to imprisonment.
  - If you are a company, if a receiver or manager is appointed in respect of any of your assets.
  - If you can't pay your debts as they fall due or, if a company, you make an assignment, arrangement, scheme or composition for the benefit of creditors, or are put into liquidation.
  - If you sell your assets or business.
  - If you lose the right to occupy the site(s).
  - If the site(s) become unsafe, including whether the access to entries and exits becomes unsafe for our drivers or equipment is unsafe.
- 15.3. We may terminate this agreement by providing you with at least one months' notice in writing if we, at our sole discretion, are or will become unable to supply you with bottled LPG for any reason (including, but not limited to, if we are unable to maintain supply, facilitate a delivery, or if it is no longer economical for us to continue to supply to you or your site(s)) If this happens, we will arrange for the removal of any Rockgas equipment at our cost .
- 15.4. The ending of this agreement will be without prejudice to any rights you or we accrued prior to or in connection with the ending of the agreement.
- 15.5. Once this agreement ends, we'll need to arrange for the removal of any Rockgas equipment from your premises. Sometimes, this might be after our agreement has ended, so you'll need to make sure we can access your property for as long as we need to collect it. This obligation remains even if you're no longer a customer.
- 15.6. Once the agreement ends:
- You must stop using Rockgas trade marks or equipment and allow us to recover any equipment or LPG from your site(s).
  - You'll need to cover the costs of removing or repossessing equipment, as well as pay any outstanding rental fees or installation costs; and
  - We will be entitled, and you will allow us, to enter the site(s) to recover any LPG or any Rockgas equipment.

- 15.7. To enable us to repossess the Rockgas equipment, we will be entitled to sever the Rockgas equipment (if necessary) from any other property. You must pay all costs associated with the removal of any Rockgas equipment from your site(s).
- 15.8. Upon repossession of the Rockgas equipment, you must pay us any unpaid Rental fees and other outstanding amounts, within seven (7) days.
- 15.9. The parties agree that we shall have the remedies of this clause 15 with respect to removal of the LPG and the Rockgas equipment, without prejudicing any of our other rights under the Personal Property Securities Act 1999 or this agreement.

## 16. Default and disconnection

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- 16.1. We may suspend LPG supply if:
- You breach the agreement.
  - Health or safety issues arise, or equipment requires maintenance.
  - A regulatory authority instructs us to disconnect your supply.
  - This agreement ends.

## 17. What to do if you're unhappy

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- 17.1. If you're unhappy with our service, get in touch and we'll be happy to sort it out for you:
- Email: [admin@rockgasmidcanterbury.co.nz](mailto:admin@rockgasmidcanterbury.co.nz)
  - Phone: 03 308 4665
- 17.2. We'll acknowledge complaints within two business days of receiving it and aim to sort it out straightaway. If the issue is complicated, we may take some time to investigate it, but we will keep you updated and respond within seven business days.
- 17.3. We are a member of the Utilities Disputes resolution scheme which is a free and independent service. If you're still unhappy and the complaint falls within its jurisdiction, you can refer your complaint to the Utilities Disputes scheme.

Contact details are:

- **Website:** [udl.co.nz](http://udl.co.nz)
- **Phone:** 0800 22 33 40
- **Email:** [info@udl.co.nz](mailto:info@udl.co.nz)

- 17.4. If you want to dispute a bill, you need to tell us before payment is due and give us details of what you think is incorrect. **You need to pay any amount not in dispute by the due date as stated on your invoice.**

## 18. Security interests: Personal Property Securities Act 1999 (PPSA)

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- 18.1. All LPG supplied by us to you, now and in the future, is subject to a security interest in our favour as defined by the Personal Property Securities Act 1999 (PPSA).
- 18.2. To the extent that our provision of the Rockgas equipment to you is a 'lease for a term of more than one year', you acknowledge that this is deemed to create a security interest in our favour in the Rockgas equipment under the PPSA.
- 18.3. Nothing contained in sections 114(1)(a), 120(2), 121, 125, 126, 127, 129, 131, 133 or 134 of the PPSA applies to this agreement. Your rights as 'debtor' contained in:
- section 116, being a right to receive a statement of account;
  - section 120(2), being a right to receive notice of a secured party's proposal to retain collateral;
  - section 121, being a right to object to a secured party's proposal to retain collateral;
  - section 125, being a right to not have goods damaged when a secured party removes an accession;
  - section 126, being a right not be reimbursed for damage caused when a secured party removes an accession;
  - section 127, being a right to refuse permission to remove an accession;
  - section 129, being a right to receive notice of the removal of an accession;
  - and
  - section 131, being a right to apply to the court for an order concerning the removal of an accession,
- do not apply to the security interests granted to Rockgas under this agreement.
- 18.4. You waive your right to receive a copy of a verification statement confirming the registration of a financing statement or a financing change statement relating to any security interest created by this agreement under section 148 of the PPSA.

## 19. Warranties and conditions

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- 19.1. Except as set out below, nothing in this agreement in any way limits your rights under the Consumer Guarantees Act 1993 (CGA). To the maximum extent permitted by the CGA, and notwithstanding any other term of this agreement, it is agreed that the provisions of the CGA will not apply, and we each agree to contract out of the provisions of the CGA, where the following conditions apply:
- the goods and/or services (as applicable) covered by this agreement are, or (in connection only with the guarantee of acceptable quality in section 7A of the CGA, the gas or electricity) is, both supplied and acquired in trade; and
  - each of us is in trade.
- 19.2. Where the above conditions apply, you and we acknowledge and agree that we each consider it is fair and reasonable for us to be bound by this clause 19.
- 19.3. If you are purchasing LPG from us for the purposes of a business, you acknowledge that you have made your own enquiries as to the suitability of the LPG we are supplying to you for all your purposes.

## 20. Limitation of liability

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- 20.1. Each party is liable for direct loss or damage caused by the party's negligence or a breach of this agreement, provided that loss or damage is reasonably foreseeable. Each party's liability will be up to a maximum of \$10,000 per event or series of related events, and a maximum of \$50,000 in any 12-month period from the first event.
- 20.2. Neither party will be liable for any:
- claim, loss, or damage made against the other party by any third party;
  - loss relating to the other party's liability to any other person;
  - indirect or consequential loss; or
  - loss of profit or revenue.

## 21. Confidentiality

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- 21.1. Information disclosed between us during this agreement must remain confidential.

## 22. Privacy

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- 22.1. We collect and store information about you as part of providing our services.
- 22.2. If this information is considered “personal information” under the Privacy Act 2020 (Privacy Act), we will handle it in accordance with the Privacy Act, our Privacy Policy (available at [rockgasmidcanterbury.co.nz](http://rockgasmidcanterbury.co.nz)), and the terms of this agreement.
- 22.3. We (and our agents) may collect, use, and disclose your personal information for purposes outlined in our Privacy Policy, including:
- Fulfilling our responsibilities and exercising our rights under this agreement.
  - Conducting credit checks.
  - Recovering outstanding payments.
  - Marketing products and services to you (including those offered by third parties we partner with).
  - Sharing information with government agencies, regulatory bodies, or industry organisations.
  - Carrying out administrative tasks.
  - Improving customer service by monitoring and following up on queries or complaints, and enhancing products and services.
  - Conducting market research, either directly or through a research organisation.
- 22.4. We may use the information we hold about you and we may combine it with information collected from third parties (such as partners or agencies we have agreements with) to fulfil the purposes listed above.
- 22.5. We comply with all legal obligations regarding the privacy of your information. If your details change, including your contact information, please let us know.
- 22.6. Your information may be stored electronically in New Zealand or overseas by service providers who meet the standards required by the Privacy Act.
- 22.7. We may assign you a unique number for identification purposes.
- 22.8. You have the right to access and correct any personal information we hold about you. To make a request, contact us at [admin@rockgasmidcanterbury.co.nz](mailto:admin@rockgasmidcanterbury.co.nz). In certain cases, as allowed by the Privacy Act, we may decline access to specific information.

## 23. Assignment

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- 23.1. You can't transfer or assign any of your rights or responsibilities under this agreement without our prior consent. For this clause, any proposal to merge with another company or a change in company control will also be considered an assignment. We may withhold our consent if we reasonably believe the new party wouldn't be able to meet the terms of this agreement.
- 23.2. We may transfer or assign our rights and responsibilities under this agreement. If we do, we'll provide you with written notice where practicable.

## 24. Waivers

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- 24.1. If we don't enforce a term of this agreement or insist on your strict performance of it, that doesn't mean we're waiving our rights. Similarly, it doesn't prevent us from enforcing the same term in the future.

## 25. Events beyond our control

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- 25.1. If something beyond our control (a "force majeure" event) prevents, restricts, or interferes with our ability to meet our obligations under this agreement, we'll notify you promptly. During this time, we'll be excused from fulfilling those obligations to the extent they're affected by the event.
- 25.2. A force majeure event includes, but isn't limited to:
- Natural disasters (e.g., earthquakes, lightning, storms, floods, fires).
  - Industrial disturbances, epidemics, pandemics, or acts of public enemies.
  - War, terrorist attacks, blockades, or riots.
  - Equipment or supply breakdowns, transportation issues, or pipeline failures.
  - Government restrictions or other causes beyond our control, including those affecting our suppliers.
- 25.3. If a force majeure event lasts for more than 30 days, we may end this agreement by providing you with seven days' written notice.
- 25.4. In the case of industrial disturbances, we'll decide how to proceed at our sole discretion.

## 26. Notices

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- 26.1. We may give you notices under this agreement in any of the following ways:
- **In writing:** Delivered to the address provided in your application or your site(s) or posted by prepaid mail to that address (we'll assume you've received it three days after posting).
  - **On our website:** By publishing a notice on [rockgasmidcanterbury.co.nz](http://rockgasmidcanterbury.co.nz).
  - **By email:** Sent to the email address you've nominated.
  - **In person:** Delivered to you or your representatives as specified in your application or otherwise notified to us.
  - **Public announcements:** Published in a newspaper or broadcast on radio or television.
- 26.2. If you need to give us a notice, it must be in writing and sent either:
- By hand delivery,
  - By prepaid mail, or
  - By email to the contact addresses stated in clause 31 of this agreement.
- 26.3. Please ensure we always have your most up-to-date address and contact details. If these change, let us know as soon as possible.

## 27. Alteration of price and terms

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- 27.1. We may make changes to the terms of this agreement (including the price of LPG, any Rental fees and other charges) at any time in accordance with clause 27.2.
- 27.2. We will notify you of these by giving you at least 30 days' notice of any changes in any of the ways listed in clause 26.1.

## 28. Guarantees

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- 28.1. This clause applies if one or more people are named in your application as 'guarantor(s)'.
- 28.2. By requesting us to supply LPG to you, the guarantor agrees to be personally responsible for:
- All payments you owe us, and
  - Ensuring you meet your obligations under this agreement.
- 28.3. The guarantor's responsibility is a continuing guarantee, and their liability extends to all existing and future orders you make. Their liability remains even if we choose not to enforce our rights or make changes to the terms of this agreement.
- 28.4. If there is more than one guarantor, their liability will be joint and several. This means each guarantor is fully responsible for the entire amount owed.

## 29. Appointing someone else to run your account

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- 29.1. You can contact us to appoint an *authorised person* to manage your account on your behalf. They'll be able to make most decisions for you, but there are some things they can't do, like opening or closing an account in your name or using the Rockgas app or website in relation to this account.
- 29.2. If you think you might have trouble managing payments or communicating with us, you can appoint one or more *alternate contact*. These contacts—such as a family member, friend, or social agency—can help you communicate with us and assist if a payment issue arises.
- 29.3. When you appoint an authorised person or alternate contact, you:
- Confirm they've agreed to act in this role and can be contacted by us in that capacity.
  - Agree they can share information about you with us, and we can share information about you with them.
- 29.4. Even if you appoint someone to help you, you still remain fully responsible for complying with the terms of this agreement.
- 29.5. If we're unable to contact you, we may reach out to your next of kin or landlord using the details you've provided.

### 30. What we mean with what we say

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30.1. In this agreement, the following terms have the following meanings:

- **Application** means our standard form from time to time, our web form, or our recorded phone conversation used to apply for the supply of LPG and/or the hire or supply of Rockgas equipment.
- **LPG** means liquid petroleum gas as defined in New Zealand Standard 5435 or any substituted standard, and more particularly means a material predominantly of any of the following hydrocarbons or mixtures of them: Propane (C<sub>3</sub>H<sub>8</sub>), Propylene (C<sub>3</sub>H<sub>6</sub>), Butane (C<sub>4</sub>H<sub>10</sub>) or Butylene (C<sub>4</sub>H<sub>8</sub>). If a particular form of LPG is to be supplied under this agreement, it will be specified in the application.
- **Minimum standards** means any standard that may be set and/or published by us from time to time for the safety of our customers, staff and the public.
- **Mass market** customers means all residential customers and any customer who has Rockgas bottled LPG supplied to their business premises and consumes under 10 tonnes of Rockgas LPG per year, unless otherwise agreed in writing, but excludes any customers that have a bulk tank on their premises.
- **Online portal** means any online application, portal or service relating to Rockgas.
- **Pigtail(s)** means the flexible hose(s) which connect the bottle(s) to the regulator of any Rockgas equipment or customer-owned equipment.
- **PPSA** means the Personal Property Securities Act 1999.
- **Price** means our selling price per tonne, kg, bottle or litre of LPG as set out in the application, as varied from time to time.
- **Regulations** means and includes all and any relevant laws, regulations, standards, codes of practice, legal orders, requisitions and directions applying to LPG equipment or the storage and handling of LPG, as the context requires.
- **Rental fee** means the amount we charge for the use of Rockgas equipment, as detailed in any application, or at our then current standard rate as varied from time to time.
- **Rockgas equipment** means the equipment we supply to you as described in the application (including that equipment repaired or replaced from time to time) plus any additional equipment we provide to you under and during the course of this agreement and, where consistent with this agreement, means any part of such equipment.
- **Rockgas App** means Rockgas mobile applications
- **Site(s)** means the delivery and/or installation location(s) specified in the application.
- **This agreement** means the terms and conditions contained in this document, together with the application, and our current price list from time to time.

- **Vulnerable customer** means a customer that is declared a vulnerable customer by Rockgas as being dependant on our service for reasons of age, health, disability or severe financial insecurity
- **We, us** and **our** mean and refer to MM Corps (Mid Canterbury) Ltd, t/as Rockgas Mid Canterbury, a company incorporated in New Zealand and carrying on business at the address specified in this brochure and elsewhere in New Zealand, and includes its successors and assigns. Where the context allows, it includes our officers, employees, contractors, representatives and agents.
- **You** and **your** mean the purchaser taking LPG as our customer, whose name and address are specified in the application, or provided to Rockgas when applying otherwise for the supply of LPG. If application is made by more than one person, each applicant is jointly and severally liable for all charges incurred and other obligations under this agreement.

### 31. Need Help?

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**Give us a ring or shoot us an email if you've any questions about your LPG supply:**

- **Phone:** 03 308 4665
- **Email:** [admin@rockgasmidcanterbury.co.nz](mailto:admin@rockgasmidcanterbury.co.nz)
- **Post:** 167 – 169 Walnut Avenue, Netherby, Ashburton 7700
- **Website:** [rockgasmidcanterbury.co.nz](http://rockgasmidcanterbury.co.nz)