

Community Cause Terms and Conditions

Effective: 2/11/2019

Please read the following terms and conditions carefully before registering your Community Cause with Comtricity Limited ("Comtricity").

Upon registration you will be required to check a box to record your acceptance of these terms and conditions which shall apply from the date of receipt of Comtricity's written acceptance given at its sole discretion.

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Welcome to Comtricity

These terms and conditions form the agreement between your Community Cause and Comtricity.

If you also have electricity supplied through us our Customer Terms and Conditions will also apply. A copy of our Customer Terms and Conditions can be found on our website (www.comtricity.nz).

We operate a modern, automated approach to delivering our services, with information about how this works on our website.

We may change these terms and conditions at any time and will provide at least 30 days' notice of any changes.

Community Cause Registration

You can register to become a Community Cause by filling out the on-line form on our website. If we accept your register, at our sole discretion, we will advise you in writing.

In determining whether to accept you as a Community Cause we may take into account a number of factors including but not limited to:

- The level of community support for the Community Cause;
- The nature and activities of the Community Cause;
- How any donations made to Community Causes are spent;
- Reputational considerations for all parties including our existing Community Causes; and
- Community benefits.

Our responsibilities to our Community Causes

- Maintain Products and Services that enables Community Cause benefits.
- Act with integrity and maintain a good reputation and mana (prestige, authority) within the community;
- Support you to make the most of the opportunity Comtricity presents.

Community Cause responsibilities

- Maintain a good reputation and mana (prestige, authority) within the community;
- Support their community in a socially responsible and equitable manner;

Comtricity Donations

We offer community organisations an opportunity to receive regular donations.

Every Comtricity customer is asked to nominate a Community Cause. Donations are made based on the nominations of customers and is generally paid at a rate of 1c of their kWh price. We reserve the right to alter or suspend donations under certain circumstances including but not limited to times when the wholesale electricity price is deemed excessive by us or when Community Causes no longer meet our criteria for donations or are not fulfilling their responsibilities to us or their community.

Cancellation of Agreement

Either party may cancel this agreement by giving written notice to the other party at any time.

Contact and complaints

We will send notices, invoices and contact you using the email you have provided to us or other mutually agreed messaging service e.g. text message.

We do not have a call centre. In joining us, you acknowledge this and take responsibility for ensuring you're able to contact us via email as the primary means of contact, and we commit to answering emails from you within two business days, and to resolve any complaints within 10 business days.

If you have a complaint, you can contact us by emailing contact@comtricity.nz.

Liability

Should we be found to be liable to you for any reason, our total maximum liability under this Agreement is limited to \$10,000 for any single event or series of related events.

If you are liable to us, the maximum amount you will pay as compensation for our loss is \$10,000 for any single event or series of closely related events, except where the loss is caused by a deliberate or wilful conduct, and in any case does not apply to any energy or service charges.

Miscellaneous

You cannot transfer any of your rights and obligations under this Agreement to any other organisation.

Any clauses that are intended to have effect after termination continue to have effect.

Definitions of terms in this Agreement

- 'Agreement' means collectively these terms and conditions, your pricing plan, our privacy policy and any other relevant communications and documents which will form part of the Agreement.
- 'Comtricity', 'we', or 'our' means Comtricity Limited, its agents, successors and assignees.
- 'Community Cause' means community organisations, charities, or other identified groups which we support through the provision of donations.
- 'kWh' is the measure of electricity supply used in New Zealand by electricity retailers, equivalent to one thousand watts for our hour.
- 'Our website' refers to www.comtricity.nz
- 'Product and Services' means products and/or services provided by Comtricity including electricity.
- "You" and "your" refer to you as an organisation.