

General Residential Customer Terms and Conditions

Effective 1st May 2025

1. Introduction

- 1.1 We work hard to make sure that our obligations and yours, are stated clearly in our terms and conditions. We want to ensure that our interests and yours are protected. These General Terms and Conditions (“General Terms”) apply to you as a residential customer; in addition to our Specific Terms, any Offer Terms that apply to you, any additional or special terms advised to you and our [Privacy Policy](#). Together these form our agreement with you and are referred to as this “agreement”. If you want to use our services for business purposes, other terms apply. Please ask for a copy by calling us on 0800 438 669 or visiting <https://www.nownz.co.nz/terms-conditions/residential-terms-and-conditions/>
- 1.2 In the event of a conflict or inconsistency between the parts of the agreement, the following order of priority will apply:
- (a) any special terms;
 - (b) the [Privacy Policy](#);
 - (c) any additional terms (including equipment terms);
 - (d) any Offer Terms;
 - (e) the Specific Term(s) that apply to your services; and
 - (f) these General Residential Terms & Conditions.
- 1.3 You are responsible for paying for the services under this agreement and for making sure your contractual obligations are met.
- 1.4 This agreement commences from any specific date that has been advised and agreed with you, or if no specific date has been advised, the earlier of the date that we accept you as our customer or you first use services supplied by us. You will only be liable for charges from the date this agreement commences.

2. Becoming our Customer

- 2.1 You may become our customer in a number of ways, including by making an application in writing, online, or communicating with us or one of our authorised agents.
- 2.2
- (a) We may choose not to accept your application if:
 - (i) you fail to meet any of our criteria (for example, not meeting our payment criteria or not providing us with all information we need to set up your account); or
 - (ii) you or someone at your premises has a debt owing to us from a previous account.
 - (b) Where you set up a new account with us, we may transfer to your new account any debt (including any collection and legal costs) owing to us by you (whether solely or jointly with any other person) from a previous account.
 - (c) You authorise us to conduct a credit check on you from time to time when we consider, acting reasonably and in good faith, that it is appropriate.
 - (d) Your premises must meet all relevant regulatory requirements for the supply of services before we can supply services to you.
 - (e) We are not obliged to provide you with services unless we have mutually entered into an agreement for the provision of those services.
- 2.3 If you take a landline service from us, you may be a vulnerable consumer if you do not have a means of calling 111 that will work for at least 8 hours during a service disruption, and you are at particular risk of requiring 111 emergency services. “At particular risk of requiring the 111 emergency service” means a consumer who is more likely than other consumers to require the 111 emergency service because of a specific circumstance applicable to that consumer. If this section applies to you, please refer to the 111 Contact Code details on our website or contact us for assistance.

- 2.4 Charges usually begin from the time you are connected to the network. We may at any time, if we consider it reasonable and necessary to do so, require you to:
- (a) satisfy us that you will be able to pay our charges
 - (b) request a prepayment

If you make a prepayment and this agreement is subsequently terminated or you are otherwise no longer our customer, we will apply any prepayment to any amount owing to us by you by crediting your account. If any surplus prepayment remains after all amounts owing to us by you have been paid, we will refund that surplus to you.

3. Joint Customers

- 3.1 More than one person may wish to be named as our customer. In this case, each person who is named on the account has all of the rights, obligations and responsibilities set out in this agreement.
- 3.2 You must notify us if you no longer wish to be a joint customer. We may elect to terminate this agreement with respect to the outgoing customer or require the remaining customers to enter into a new agreement, or both. If you remain an account holder and services are consumed at the premises after you leave, you will remain liable to us.

4. Our Commitment to you

- 4.1 We will supply you with telecommunication services and provide other associated services as necessary or as agreed in accordance with the Specific Terms and Offer Terms. We will at all times take reasonable steps to ensure the quality of the services that we provide to you meets:
- (a) the requirements set out in this agreement, including using reasonable care and skill;
 - (b) all legal requirements and applicable statutes, regulations, and industry rules and codes of practice (as amended, varied, or replaced from time to time) and good industry practice; and
 - (c) the applicable requirements of any service provider to which we are subject.
- 4.2 It is important to understand that:
- (a) the Services provided may not be continuous or fault free; and
 - (b) we cannot warrant or guarantee that any information, software or other material accessible via the Services will be free from viruses or other harmful components.

5. Your Commitment to us

- 5.1 In return for us providing the services to you, you agree:
- (a) to comply with your obligations in this agreement;
 - (b) to follow our (and where applicable, our service providers') reasonable instructions and guidelines about using the services;
 - (c) to use the services only for the purposes for which they are provided and only in the ways that they are intended;
 - (d) to use the services in a lawful manner and without infringing the privacy or intellectual property rights of any third party;
 - (e) that we can act on any verbal instructions you, a joint customer, or a person authorised by you as a contact person give us in relation to the services;
 - (f) to pay the charges 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 regardless of whether you agreed to such use or not);
 - (g) to provide us with all information we reasonably request in connection with this agreement and ensure that all information you give us and (where applicable) our service providers 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;
- (h) to not use the services in any way which we or our service providers consider, acting reasonably and in good faith, to be unlawful, malicious, obscene, abusive, offensive, or for an illegal or fraudulent purpose nor in a manner that could interfere with our network or other service provider's networks or interfere with another customer's use of, or any services provider's provision of, our services;
 - (i) to comply with the law and all relevant codes and regulations;
 - (j) to not interfere with the reasonable use of our services by our other customers, or do anything that may interfere with the use of our services, or the systems and/or networks of us, our service providers, or any third parties;
 - (k) to respect our staff and not threaten, bully or harass our staff, or anyone else (when using the services) or engaging with us;
 - (l) to only use the service only for your own personal use and not sell, rebill or otherwise provide any of our services to anyone else without our prior written consent;
 - (m) to ensure that all information that you provide to us or to any service provider approved by us is correct and complete;
 - (n) to notify us immediately of any change of your address, email address or land line, or mobile phone number or any other relevant contact details;
 - (o) to allow us to test the configuration of your equipment from time to time and comply with any reasonable directions given to you to reconfigure your equipment if we reasonably believe it is necessary to do so;
 - (p) to be responsible for addressing any faults caused by you;
 - (q) to edit, delete or cease any future publication of any material or communication which we reasonably and in good faith consider to be unauthorised, misleading, objectionable, restricted, defamatory, illegal, inappropriate or contrary to these Terms, or detrimental to our reputation or to our brand; if you do not do so to our satisfaction, you agree that we may edit, delete, block or disconnect that material or communication ourselves;
 - (r) to not use the services, or content or anything else provided by us or available on our websites, in any way that implies an endorsement, sponsorship or association by us with any product, service, person or entity;
 - (s) ensure that anyone else who uses the services we provide to you, or does anything relating to them, also meets your responsibilities under this Agreement. You can take steps to prevent unauthorised use of your services (for example, depending on the services, by using passwords, PIN numbers, toll barring options and/or other security measures to control who gains access to and uses your service). You will not be responsible and liable for any; unauthorised use of the services if such use is a result of our breach of contract or negligence;
 - (t) to immediately report to us any misuse of the services or disclosure of your account information.

6. Access

- 6.1 You agree that where necessary, you shall (at your own expense) secure and maintain all necessary approvals and consents for the installation of any equipment at or on your selected site, for any alterations at your site needed to install such equipment and for the right of access to install the Equipment. NOW shall have no responsibility whatsoever in relation to any such approval or consent.

7. Charges & Fees

- 7.1 Most charges are payable monthly.
- 7.2 You must pay for the services we provide for you no matter who uses them. However if you have any unexplained usage and/or charges on your account please contact us as soon as you become aware and we will investigate for you.

7.3 Unless otherwise specified, all prices are shown inclusive of GST and in New Zealand Dollars.

8. Billing & Payment

8.1 NOW's standard billing period is one calendar month.

8.2 You agree to pay to NOW the following:

- (a) any installation or hardware fees (e.g. router) specified in the Agreement;
- (b) charges for Services and access, as specified in the Agreement, with such charges for the first month being due immediately prior to connection or establishment of the Services;
- (c) after the first month, charges for the Services and access as specified in invoices rendered by NOW with such charges to be paid on the 20th of the month following the invoice date unless otherwise agreed;
- (d) any financing charges for equipment including payment terms for router purchase;
- (e) on demand, a delivery fee for delivery of paper statements (per statement) except for phone only customers (customers receiving their statements via e-billing will not incur this delivery fee) - please refer to our postage costs [Now Residential Postage Costs 28022025.pdf](#) for more details;
- (f) on demand, any additional services or usage fees as specified in the Agreement or any relocation fees if any Equipment is relocated at your request to an alternate site;
- (g) on demand, GST and any other applicable taxes, levies or duties which may be payable on payments under the Agreement;
- (h) on demand, reimbursements for any costs caused by a dishonoured payment from you;
- (i) on demand, all reasonable costs incurred for the collection of any overdue debts owed by you to NOW under the Agreement;
- (j) on demand, a reconnection fee of \$150 after disconnection of Services for non-payment of account;
- (k) on demand, a fault handling fee of \$150 fee for any reported incidents where there is no fault found or a fault that has been caused by you; and
- (l) on demand, any reasonable expenses we incur in collecting any money you owe us or in exercising any of our other legal rights.

8.3 We will send you bills for our charges. The bills will include any charges for directory assistance, directory listing services and 0900 calls charged to you or made from your phone.

8.4 We will send bills and other notices to the last physical or email address you have given us. We assume any bill or notice we send by post has been delivered three business days after we post it and, if sent electronically has been received by you on the date it was sent.

8.5 You also agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communication be in writing.

9. Non Payment

9.1 Our bills are based on records. Please let us know before the due date for payment if you think there is a mistake in your bill. If we are investigating a bill charge for you, you do not need to pay the queried part of the bill by the due date for payment. However if you have already paid your bill you may still query your bill within three months of the due date if you think there is a mistake. You must not set-off or deduct any amount in any other circumstances.

9.2 Normally we will be able to find out if there is a mistake in our records and get back to you within seven days. If there is a mistake we will adjust your next bill or if appropriate provide a refund.

- 9.3 If there is no mistake and if the due date for payment has already passed, you must pay the amount outstanding immediately or as otherwise agreed with us. If you do not pay a bill by the due date for payment:
- (a) We may either charge you a late payment charge (which reflects the costs to us of recovering money owed to us) or interest on the unpaid amount from that date until you pay it; the current late payment charge and interest rate is 2% per month. You may be required to pay any reasonable costs that are incurred by anyone (including agents) in recovering the money you owe or in exercising any other rights, including commissions and legal costs on a solicitor and client basis
 - (b) Provided we have followed our standard debt collection process and you still have not paid your outstanding balance we may withhold, suspend or restrict any service we provide for you. We will always do our best to contact you before doing this and will give you at least five business days' notice if we are going to disconnect your services for non-payment.
- 9.4 If you do not pay our charges or meet any responsibilities you have to us, we may suspend or restrict any service at any time. We will always do our best to contact you before doing this (and as noted above, will give you at least five business days' notice if we are going to disconnect your services for non-payment). In most cases, if you have not met a responsibility you have to us (for example, where you did not pay your bill by the due date) normal charges continue to apply during the suspension or restriction of any service. Please call us on 0800 438 669 to request removal of a suspension or restriction.
- 9.5 Where we suspend or terminate a service for non-payment, we may require you to pay a reconnection charge before you can use it again. The reconnection will be subject to our standard credit approval.
- 9.6 Where we permanently disconnect your services, you will remain liable for all charges incurred up to the date of a disconnection of your services. Where such disconnection is before the end of a minimum term contract, an early termination fee will also apply.
- 9.7 We may assign any amounts you owe.

10. Software

Where we provide you with any software:

- (a) we remain the owner or licensee of the software
 - (b) you may only use the software for your own use and for the purposes for which we provide it
 - (c) you must not change or interfere with the software in any way
 - (d) you must not copy any part of the software without our permission.
- 10.2 We may at any time provide upgraded or new versions of the software. As long as an upgraded or new version does not adversely affect any service we provide to you, or your use of our service, you must install the upgrade or new version as soon as you reasonably can and not later than three months after we provide it to you.

11. Equipment

- 11.1 NOW may supply equipment to you in connection with the provision of Services to you. Where equipment is sold to you on a deferred payment plan, you agree to pay the full amount due under the plan regardless of whether you remain a NOW customer.
- 11.2 If you cancel your services before clearing the balance owing on the deferred payment plan, the outstanding balance will be added to your final bill. Where equipment is supplied as part of the Service or leased to you, ownership remains with NOW and you must not:
- (a) remove the equipment from your site without the prior written consent of NOW;
 - (b) sell, lease, dispose of, lend or otherwise part with possession of or modify in any way the equipment;
 - (c) use the equipment for any purpose other than the Services in your specified site in accordance with the Agreement;
 - (d) deface, obliterate or remove any label or mark which identifies the ownership of the equipment by NOW; or

- (e) do any other act which may adversely affect or prejudice the ownership of the equipment by NOW.

11.3 You also agree:

- (a) to follow directions about using any equipment you lease from, or is supplied by NOW;
- (b) to follow directions when connecting anything to the NOW Network and make sure it is installed to NOW's specifications and that nothing on the property under your control interferes or damages the NOW Network;
- (c) to supply at your sole cost electricity sufficient to operate the equipment; to ensure that the Services continue when electricity is unavailable, NOW strongly recommends you obtain an uninterrupted power supply unit;
- (d) immediately return the equipment to NOW on termination or cancellation of the Agreement. Return of NOW equipment to NOW is at your cost. For deferred payment plans on equipment, all outstanding balances must be paid on cancellation of your agreement with NOW in accordance with the payment terms in this agreement;
- (e) that you will be liable for any loss (including by fire), theft, or damage caused to the equipment. It is your responsibility to effect insurance cover if you elect to do so, against potential liability under this clause;
- (f) to NOW or its agent having the right during the term of the Agreement to enter your specified site in order to maintain, replace or repossess the equipment or where NOW has reasonable grounds to believe that you are not complying with your obligations under the Agreement.

12. Fixing Faults

- 12.1 We will take all steps that we reasonably can to arrange for all faults on the network to be repaired. There is no charge for this except where you or anyone you are responsible for cause the fault. We will begin fixing the fault as soon as we reasonably can; we will advise you of our current service levels when a fault is reported. For standard restoration times please refer to the relevant service schedule.

13. Numbers, Email Addresses and Other Codes

- 13.1 Depending on the services you acquire from us, we will arrange for appropriate telephone numbers, electronic numbers, email or IP addresses and other codes to be allocated to you. Unless we have agreed otherwise with anybody else, all addresses, numbers and other codes allocated to you remain the property of NOW and you must not transfer or sell your address, number or code to anyone else.
- 13.2 You are responsible for keeping confidential your NOW account number and any personal identification number or password used by or allocated to you. We may assume that any request or instruction we receive is authorised by you if it is accompanied by suitable verification (for example, your NOW account number, personal identification code or password). It is recommended, for security reasons, that you change these on a regular basis. If requested by NOW you must change your password or PIN number in a timely manner.

14. Acceptable Use

- 14.1 You must not use our services to breach, or attempt to breach, the security and operation of any network, equipment, or any other system used by NOW or any other third party. This includes, without limitation, hacking, cracking into, monitoring or using systems without authority; scanning ports (including scanning for open relays), improper configuration of mail servers and FTP servers enabling disruption of Spam and unlicensed material by others; interference of service to any user or network (or activities that might encourage such interference by others) including mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; denial of service attacks or activities which might encourage denial of service attacks by others; unnecessarily excessive traffic (including excessive pings); distributing viruses, Spam or other harmful material or software; any communications across the Services which do not accurately identify (or disclose in a manner that is misleading) addresses, headers, names and other relevant details; and using the NOW Network in any way as a staging ground for any of those breaches or to disable or "crack" other systems.

- 14.2 NOW prohibits the distribution of Spam and other unethical marketing activities through your use of the Services provided by NOW. Specific examples of prohibited activity include (but are not limited to) the following:
- (a) using or causing to be used NOW's Services or systems to facilitate the transmission of unsolicited or unauthorised material. This includes any promotional materials, URLs, "junk mail", "chain letters", "pyramid schemes", or any other form of unauthorised solicitation that you may upload, post, email, transmit, or otherwise make available. This includes Spam which is defined as email sent in bulk without regard to the recipient's wishes. NOW reserves the right, in its sole discretion, to identify material transmitted over the NOW Network as Spam. NOW reserves the right to take all legal and technical steps available to prevent Spam or any other unauthorised email from entering, utilising or remaining within the Services or the NOW Network
 - (b) manipulating or forging identifiers, such as email headers or domain names, to disguise the origin of any content transmitted to or through NOW's Services or systems;
 - (c) relaying mail through a third party's mail servers without the permission of that third party, or using similar techniques to hide or obscure the source of the email;
 - (d) harvesting or collecting email addresses from websites for purposes of sending unsolicited or unauthorised material;
 - (e) uploading, posting, emailing, or transmitting the same message, URL, or post multiple times.

15. Intellectual Property

- 15.1 We or others may have intellectual property rights in the services and in any equipment, including software, we provide to you. These rights include, for example, all copyright, trade mark and design rights relating to the services or equipment. All those rights are retained when we provide services or equipment to you.
- 15.2 Unless advised otherwise, any intellectual property rights arising from any improvement or change to any service devised or made by anyone belongs to us.

16. Termination

- 16.1 The term of the agreement shall be in accordance with the term as specified in the agreement between NOW and yourself and shall continue thereafter until cancelled by either party in accordance with the specific terms contained in the agreement.
- 16.2 If you are on a minimum term contract, we will not change the monthly plan charge or any early termination fee during the term of your minimum term contract, without either your consent or giving you the option to terminate your contract without incurring an early termination fee. However we may change the monthly plan charge if the change arises from, relates to or is the result of a regulated charge outside our control; for example where the charge is a tax or levy imposed by law or there is a charge for a regulated input required to provide you service, and the terms of your minimum term contract will remain in effect.
- 16.3 You may give up any service simply by telling us. If you exercise your right to terminate a service that is subject to a minimum or contracted term, and you are ending that service prior to the minimum or contracted term, then an early termination fee may apply. Please refer to our Residential Promotional Offer Terms ([https://www.nownz.co.nz/Promo Terms](https://www.nownz.co.nz/Promo_Terms)) for more details.
- 16.4 Subject to any minimum term or notice period (where as noted an early termination fee may apply) you may ask us to stop the particular service or terminate the agreement at any time and for any reason by giving us 5 working days' notice.
- 16.5 We may also terminate our agreement with you where you materially or persistently breach the terms set out in clause 5 (Your Commitment to Us) provided that the breach has been clearly established and is not the subject of a dispute resolution proceeding. In that event, where the breach is capable of being remedied (and unless the Specific Terms or Offer Terms say otherwise) we may give you 14 days' written notice of default. If you:

- (a) remedy that breach within that 14 day period, the notice of default shall be deemed to be withdrawn and this agreement shall continue in full force and effect;
- (b) fail to remedy that breach within that 14 day period, we may at our discretion, on 1 Business Day's notice, terminate this agreement with respect to the corresponding supply of services; and
- (c) breach any term not capable of remedy we may, at our discretion, immediately terminate this agreement with respect to the corresponding supply of services.

16.6 We may also suspend, restrict or terminate any service in other circumstances if we think it reasonable or necessary (by way of example only, to protect our network from attacks, for maintenance or repairs, or interruptions to the availability of the network). We will always do our best to contact you before doing this but may not be able to do so in all circumstances.

16.7 Upon termination of this agreement, the following provisions shall remain in effect until their purpose is served:

- (a) clause 2.4(b) (Prepayments), to the extent it relates to the repayment or application of any prepayment;
- (b) clauses 7 - 9, to the extent it relates to amounts incurred but not paid by you;
- (c) clause 15 (Intellectual Property);
- (d) clause 16 (Termination);
- (e) clause 18 (Loss or Damage);
- (f) ownership and responsibility for equipment, to the extent it relates to equipment not owned by you;
- (g) access to the extent necessary for removal of equipment not owned by you;
- (h) your obligations regarding services supplied, including as set out in the Specific Terms; and
- (i) any other provision of our agreement with you which is expressly or by implication intended to continue in force after termination or expiry.

17. Risk

17.1 All content accessed by you through the Services is accessed and used by you at your risk. It is important to note that the internet contains unedited materials, some of which are sexually explicit or may be offensive to you. NOW has no control over and accepts no responsibility for such materials, and disclaims any responsibility for the accuracy, quality and confidentiality of information obtained, transmitted or distributed through the Services.

17.2 Any sensitive or confidential information (such as credit card numbers or other financial information, medical information or trade secrets) sent by you or to you is sent at your sole risk. NOW and its representatives shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions.

17.3 You are aware that when using the Services to access the internet or any other online services, there are certain applications, such as FTP, HTTP, proxy or gateway server applications, which may be used to allow other service users and Internet users to gain access to your computer. NOW and its representatives shall have no liability whatsoever for any claims, losses, actions, damages, suits or other proceedings resulting from, arising out of, or otherwise relating to the use of such applications by you, including, without limitation, damages resulting from others accessing your computer.

17.4 You are aware that the Services provided by NOW to access the internet are undertaken on the basis of a "shared" form of internet delivery service, meaning time critical applications (video conferencing, online gaming etc) may not be suitable for you, or maximum data transfer speeds may not always be available.

17.5 The Now Network has been designed to support monitored alarm signaling to replicate the traditional analogue copper line communications networks but NOW cannot guarantee that the transmission of alarm signals will be fault free. Accordingly, NOW shall not be held liable in any way for any failure of alarm signaling over the NOW Network.

- 17.6 Except to the extent of any liability that we have to you under the Consumer Guarantees Act 1993, NOW is not liable to you (and nor are any of NOW's officers, employees, contractors or agents liable to you):
- (a) if any communication you make is intercepted;
 - (b) if any communication you make is not properly transmitted or received;
 - (c) if any of our Services are not available at any time or are faulty;
 - (d) for any delay in commencing the provision of Services;
 - (e) if any Equipment supplied by NOW does not operate properly;
 - (f) (for internet customers) if your computer becomes affected by any virus or other harmful components;
 - (g) if you use another service provider's services during any period when NOW's Services are not fully operational, NOW is not liable to pay any amount you are charged by that service provider.

18. Loss or Damage

- 18.1 Neither we nor you will be liable to the other (in contract or in tort) for any loss or damage the other may suffer (including any actual damage to property) unless this arises due to:
- (a) a failure to comply with the terms of this agreement or in your case any of our service provider terms; or
 - (b) a negligent act or negligent omission of (as the case may be) us or yourself (or any person, agent or assignee for whom we or you are responsible);
- and that loss or damage is:
- (i) reasonably foreseeable and is directly caused by the failure, or negligence; and
 - (ii) not caused by an event or circumstances beyond (as the case may be) our or your control.
- 18.2 We 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, including any service provider, a network owner/network operator or equipment provider. This clause creates a right and benefit that NOW, network operators, network owners, equipment providers and/or suppliers can enforce as a defense to any claim.
- 18.3 To the extent that a party becomes aware of loss suffered, that party shall take reasonable steps to minimise its loss. The other party will not be liable for any loss that results from a failure to take reasonable steps to minimise loss.
- 18.4 Notwithstanding any other term of this agreement except where such liability cannot be excluded by law neither we nor you will be liable to the other for: Any loss of profit, revenue, savings or opportunity, including any loss resulting from loss or corruption to any device or electronically stored data or software, (whether direct, indirect or consequential); any loss or damage which is indirect or consequential; or any special loss (even if the relevant party has been advised of the possibility of such loss).
- 18.5 Except in the case of supplies to which the Consumer Guarantees Act 1993 applies, the total liability of us to you and of you to us in any 12 month period under or in relation to this Agreement, whether or not the liability is caused by the failure, or negligence, of us or you, or by any third party whether or not under the control of us or you, will be limited to \$5,000. These limitations do not limit any rights you may have under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- 18.6 The limits set out in this clause 18 do not limit your responsibility to pay any outstanding charges or other amounts you owe us and also don't apply when it comes to any loss or damage caused by you or us for fraud, wilful breach, or wilful damage.
- 18.7 These limits are the maximum amounts payable (they're not automatically payable if one of us does something wrong).

19. Changes

- 19.1 We may from time to time amend these General Terms, the Service Terms, the Offer Terms or any other terms that apply to our services. Changes may include (but are not limited to):
- (a) amending or discontinuing a service, a package of services, and/or a plan on a service;
 - (b) changing the speed of a service or amount of data available on a service;
 - (c) changes to our pricing and rates (subject to our Offer Terms);
 - (d) changes to our charges and/or fees;
 - (e) changes to the technology by which we provide a service;
 - (f) changes to available payment methods;
 - (g) changes to the terms applicable to a service;
 - (h) changes to traffic management policies; or
 - (i) changing any phone number we allocate to you.
- 19.2 Where changes are made to these General Terms, the Service Terms, the Offer Terms or any other terms that apply to our services that are minor and either beneficial to you or of immaterial consequence to you (including a change to more closely align them with good industry practice or mandated requirements) no notice of the changes will be given to you. We can reduce our charges or our fees at any time without notice. By continuing to use our services and products, you agree to those amended terms.
- 19.3 If we make a change other than in accordance with clause 19.2 we will give you not less than 30 days' notice of the changes (or if the change is caused by a third party change and we cannot give you 30 days' notice, we will give you as much notice as reasonably possible) by sending you a letter, email, or SMS to the last postal or email address, or mobile number, you have given us. In addition, we may also use one or more of the following methods:
- (a) calling you;
 - (b) including a bill message;
 - (c) putting a notice on our website;
 - (d) advertising in your local daily newspaper; or
 - (e) a combination of the above.
- 19.4 Unless otherwise set out in this agreement, our accounts or notices to you will be:
- (a) delivered to your property;
 - (b) mailed to the latest postal address you have given us;
 - (c) sent to the latest email address you have given us;
 - (d) in the case of billing, be made available online where you have selected online billing;
 - (e) sent to you by electronic means (for example, SMS);
 - (f) by telephone call in case of urgent requirements; or
 - (g) putting a notice on our website or advertising in your local daily newspaper (where appropriate).
- 19.5 Notices will be considered to have been received by you three days after being mailed by us or our mailing agent, on the day of delivery if delivered to your property, on the day of transmission if sent by email or other electronic means, or on the day of publication for notices in newspapers or our website.
- 19.6 If you reasonably believe that changes made under clause 19.1 are detrimental to you, we may permit you to remain on the unchanged terms if possible, or you may terminate the affected service and/or, if applicable, our agreement with you without incurring any exit or other Early Termination Fees by giving us notice within a reasonable time of our notification of the change. You will need to pay any outstanding amounts on your account.
- 19.7 However 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. If you do not terminate the service and/or these Terms or any additional terms in accordance with clause 19.6, you agree to the change.
- 19.8 Unless you are notified otherwise, changes under clause 19.3 will come into effect at the end of the notice period advised. Changes under clause 19.2 will come into force from the date they are made.

19.9 The most current version of our Residential Customer Terms and Conditions and Service Schedules can be found on our website at <https://www.nownz.co.nz/terms-conditions/residential-terms-and-conditions-new/>

20. Complaints

20.1 If you have a complaint about our supply of services to you, please contact us on 0800 438 669. We will try to resolve your complaint within 20 working days. If we cannot do so, we will give you a response within seven working days. We may refer your complaint to a service provider for resolution. If we do so, we will advise you of this.

20.2 In some instances, we may ask you to put your complaint in writing to help us resolve your issue.

20.3 The information below sets out the process for engaging with dispute resolution service providers. In addition to the processes below, you may also refer your complaint to the Disputes Tribunal, the Court or other third party.

20.4 If you have registered your complaint with us and:

- (a) we have not resolved your complaint within 20 working days and have not written to you explaining why we need more time to reach a resolution; or
- (b) we have taken longer than 6 weeks to resolve your complaint; or
- (c) you are not happy with our proposed resolution; then

you may, at your discretion, refer the dispute to the Telecommunications Dispute Resolution (“TDR”) who provide a free and independent dispute resolution service. The TDR’s contact details are set out below. Please note that before contacting the TDR, any complaints must be registered with us first.

Free phone: 0508 98 98 98

Email: contact@tdr.org.nz

Website: tdr.org.nz

Telecommunications Dispute Resolution

Freepost 214075

PO Box 5573

Wellington 6011

20.5 If you make public comments or statements about the products or services we provide you, or the relationship we have with you, we reserve the right to make such public comments as may be necessary to respond or correct any misconceptions or errors of fact. If you make any public comments about your account, then you agree to us replying as we think appropriate using the information that we have about your account.

20.6 We may record correspondence that we have with you (e.g. phone conversation and email) so that we may maintain accurate records of our dealings with you. This information will be handled in accordance with our [Privacy Policy](#).

21. General

21.1 Any notice or communication to be given by you to NOW under the Agreement may be given in person, sent by post or sent by email.

21.2 NOW may at any time subcontract out any or all of its obligations under the Agreement without your consent as long as NOW is ultimately responsible for its obligation under the Agreement.

21.3 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) or the transfer is of a debt you owe us to a debt collection agency pursuant to clause 9.3. Where we do this, we will notify you that the agreement is being transferred to another party and will let you know where you can access the information that you need to contact the other party and when the transfer will take place.

- 21.4 You may not assign any rights, obligations or responsibilities set out in this agreement to any other person.
- 21.5 If NOW is prevented from carrying out any obligation imposed upon it in terms of the Agreement by reason of any act of God, inclement weather, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstances beyond NOW's reasonable control, NOW must endeavour to advise you of the existence of the circumstances and the expected duration. The performance of the Agreement will, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to prevail. NOW shall not be liable for any loss, damage, compensation or other reimbursement arising from any damage done to your equipment or network by reason of any of the matters specified in this clause.
- 21.6 If either of us fail or are slow to enforce any rights or power we have under this agreement, it won't mean we're waiving those rights or powers.
- 21.7 Termination of this agreement will not affect any accrued rights or legal remedies of either party, nor does it affect any provision which is expressly or by implication intended to survive termination.
- 21.8 If any terms of our agreement are, or become, invalid, it will not affect the remaining terms of the agreement, which will remain in effect.
- 21.9 Those terms of the agreement which confer a benefit on a third party (for example a service provider and their and our representatives) are enforceable by such third parties pursuant to the Contract and Commercial Law Act 2017 but may be amended by us without their consent.
- 21.10 Subject to any changes that may be made to our agreement from time to time as advised to you, these General Terms, the Service Terms, any Offer Terms, and special terms and any other terms advised by us to you constitute the entire agreement between you and us and supersedes all previous agreements and undertakings.
- 21.11 This agreement is governed by the laws of New Zealand, and you submit to the non-exclusive jurisdiction of the New Zealand courts.

22. Definitions

- 22.1 In this agreement, we have used "we" or "us" for NOW providing services for you, "you" for the customer and members of your household and "Service" or "Services" to cover all goods and services of any kind we provide and anything else we do. "NOW Network" means the network of communication facilities owned by NOW, which NOW uses to provide Services for you and other customers of NOW.

23. Our Contact Details

- 23.1 Our standard residential support hours are 8am to 8pm Monday to Friday and 8.30am to 5pm on Saturday and Sunday.
- 23.2 To make a Service Request or report an Incident, you shall do so by contacting NOW.

Any of the following methods may be used for creating a ticket:

- (a) Send an email to help@nownz.co.nz. Emailing from your customer assigned email address will automatically generate a case in NOW's support system.
- (b) Contact our Technical Support Team via our toll-free number 0800 438 669.