

# **Bigpipe Broadband Customer Terms and Conditions**

# **Bigpipe Broadband Customer Terms and Conditions**

Updated 18 December 2018

## **1. Our agreement**

These Bigpipe Customer Terms and Conditions (“Customer Terms”) apply to all of the goods, products, or services of any kind of Bigpipe, a division of Spark New Zealand Trading Limited (referred to as “Bigpipe”, “we”, “us” or “our”) provides. If you have a Bigpipe naked broadband connection then you will need to read these Customer Terms which govern our contractual relationship with you for the provision of Bigpipe naked broadband (the “Bigpipe Broadband Service(s)”) on our network. The Bigpipe Broadband Services are provided to you for your own legitimate uses as described under these Customer Terms.

## **2. The Bigpipe Broadband Services are described in:**

- these Customer Terms (which describe, for example, any service limitations and what charges may apply);
- the Bigpipe broadband product pages, as set out on our website (describing the Service); and
- the “frequently asked questions” about Bigpipe on our website (describing the Service)

Together these make up the “Service Description” for Bigpipe Broadband Services. Links to the pages on our website which

set out more detail about the features, prices and other matters about our Bigpipe Services are here.

### **3. Changes to Terms, Charges and Services**

**3.1 Changes to terms:** From time to time we may need to change the terms of this Agreement by changing or removing existing terms or by adding new ones. Changes may take the form of completely new terms. If we determine, acting reasonable and in good faith, that a change will have, or is likely to have a detrimental impact on you, we will give you at least two weeks' notice of the change. We will tell you about any changes to the terms of this Agreement by emailing you, and will publish the change on our website. Your continued use of Bigpipe Broadband Services after changes have been notified to you in this way indicates your acceptance of those changes. If you do not agree to the changes you may exercise your right to terminate this agreement.

**3.2 Changes to Charges:** We may change our Charges from time to time. When we decrease charges for any Bigpipe Broadband Services we may make the change immediately and we will tell you about the change as soon as possible after the change has been made by emailing you, and publishing the change on our website. When we increase Charges for any Bigpipe Broadband Services (including introducing charges for Bigpipe Broadband Services that are currently free) and you are impacted by the change, we will give you one month's notice of these changes. We will notify you of these changes by emailing you, and publishing the change on our website.

**3.3 Changes to Bigpipe Broadband Services:** We may alter our Bigpipe Broadband Services from time to time. If we reasonably consider that a change to our Bigpipe Broadband Services is likely to benefit you or have a neutral impact on you we may make that change immediately and will tell you about the change as soon as possible after the change has

been made by emailing you, and publishing the change on our website. Examples of changes that will benefit you include inclusion of additional benefits in your existing Bigpipe plan. Examples of changes that will have a neutral impact on include changing the name of your existing Bigpipe plan, or other products.

**3.4** If we alter our Bigpipe Broadband Services in a way that reduces the service offering currently received by you and the change is within our control we will provide you one month's notice, of such alterations. However, if the change is outside of our control, and it is possible, we will provide you notice of the change beforehand. If the change is outside of our control and we are unable to provide you notice of the change beforehand we will provide you notice as soon as possible after the change has been made. We will tell you about any such alterations by emailing you, and publishing the change on our website.

**3.5** We may change you to a new Bigpipe Broadband plan or product if we consider, acting reasonably and in good faith, that you will be better off, and will give you one month's notice of such a change by emailing you, and publishing the change on our website.

**3.6 Right to Terminate:** If you do not agree to any changes made in accordance with this clause, you may exercise your right to terminate this Agreement by cancelling your Bigpipe Broadband Services.

## **4. Getting set up**

Customers wishing to sign up to Bigpipe broadband must complete the online sign-up form found at [www.bigpipe.co.nz](http://www.bigpipe.co.nz).

## **5. Connection and availability**

Bigpipe Broadband is not available in all areas. Occasionally

factors like the distance of our equipment from a particular site or address mean we are unable to deliver Bigpipe Broadband, even where Bigpipe Broadband is available in your area. Bigpipe Broadband is naked broadband, so when you connect to Bigpipe Broadband your fixed land line will be disconnected. This means that any additional services that you have running over your fixed land line, such as voicemail and caller display will no longer work. Services that require a fixed land line to operate, such as medical alarms, fax machines and pay per view movies through your Sky box (Landline Dependant Services) will not work without a fixed land line. If you have Landline Dependant Services at your house and you want to continue to use them then you should not connect to Bigpipe Broadband. It is your responsibility to check whether you have any Landline Dependant Services before you sign up for Bigpipe Broadband.

## **6. Connection and installation**

Our standard connection does not generally require a home visit, however a technician may visit your home to confirm your connection is working. In some cases you will require a non-standard installation to use the Bigpipe Service and there may be additional charges for this. A technician approved by Bigpipe will visit your home to carry out the installation to get Bigpipe Broadband working at your place. It is generally only required for new builds, or areas where a Spark copper line is not present. We will let you know ahead of time if this is likely to be the case, and an estimate of the cost. We reserve the right to reject orders for non-standard installations on a case by case basis. Other points to note:

- The activation of your Bigpipe Broadband Service will result in you experiencing a temporary loss of your broadband connection. Normal service is usually resumed within an hour.
- If, despite our reasonable efforts, your Bigpipe

Broadband installation fails (e.g. the technician is unable to get the service running), any equipment will remain at your premises and you will not be charged for the installation.

- If you decide to cancel your Bigpipe Broadband order, through no fault of ours or the installer, after you have accepted your order and have been provided an installation date for a non-standard installation, we may charge you a cancellation fee. This will not apply where you do not agree to any additional work or costs.

## **7. Speed**

Broadband is not available in all areas and broadband speeds do vary. Factors which impact on speed include how close your premises are to an exchange, your computer's capability, modem, connection and wiring, Wi-Fi, interference from electrical devices, the location and quality of the websites you choose to view, and any software you may have downloaded (malicious or otherwise). The day-to-day performance will also be affected by the number of users in your household and also on our network or the network of third parties that we use to provide the service to you. For further information about how your broadband speed is effected by these things, see our troubleshooting guide found in the support section of our website.

## **8. Modem**

You will need a modem to use a Bigpipe Broadband Service.

ADSL Broadband requires an ADSL modem and filters that have a Telepermit. Bigpipe can provide a complete Broadband Self-Install Kit for your purchase, including a modem and filters. Information on current modem options, including price is available on our website.

Ultra Fibre Broadband requires a fibre enabled modem. Bigpipe

can provide you with a fire enabled modem called a Residential Gateway (RGW) for purchase. Information on current modem options, including price is available on our website.

You will own the modem (whether purchased from Bigpipe or elsewhere) and Bigpipe is not responsible for it (without limiting your rights under Consumer Guarantees Act 1993 and Fair Trading Act 1986). As a consumer customer under the Consumer Guarantees Act 1993, our goods come with guarantees that cannot be excluded under that law. For more information on your rights under the Consumer Guarantees Act 1993 see <http://www.consumeraffairs.govt.nz/for-consumers/law/consumer-guarantees-act>

## **Warranty and Returns**

Bigpipe will replace any defective Bigpipe hardware within 24 months from the time it was purchased. This warranty is in addition to your rights under the Consumer Guarantees Act 1993, or other New Zealand legislation. If there are defects in the hardware of your Bigpipe Modem within the first 24 months from the date you purchased it, you can return it to us for a replacement in accordance with our [Returns Policy](#).

Please note that installing custom firmware on (also known as “flashing”) your Bigpipe hardware will void your warranty. We will not accept returns of devices that have been flashed or otherwise have had custom firmware installed.

Additionally, if you change your mind about your Bigpipe purchase you can cancel your purchase agreement within 7 days from the date the Bigpipe equipment was delivered to you, in accordance with our [Change of Mind Policy](#). This Change of Mind Policy is in addition to your rights under the Consumer Guarantees Act 1993, or other New Zealand legislation.

## 9. Charges

Charging for Bigpipe is on a monthly prepaid basis. Your first payment will be taken from your nominated credit or debit card on the day of your connection in accordance with the plan you have signed up with, and on the same date every month following, or next business day in the event of a public holiday or other interruption. For Example: If you connect with Bigpipe on the 3rd of Feb, your payment for 3rd Feb-2nd March will be taken on 3rd Feb. Your next payment, for 3rd March-2nd April will be taken on 3rd March. If your payment fails (e.g. due to credit card expiry, no available funds etc) we will attempt to take payment 2 days later. If this fails, then your account will be suspended for 5 days, giving you an opportunity to update your credit card, but without access to the rest of the internet, before one final attempt will be made. If this also fails your Bigpipe service will be disconnected and you will be unable to re-sign with Bigpipe for a period of 2 weeks, and must pay any outstanding invoices upon re-sign. Any money paid is not refundable in the event that you decide to leave Bigpipe before the end of your billing month.

If you are on a 12 month contract plan and your service is terminated prior to the end of the 12 month contract term, a \$199 Early Termination Fee will apply.

NOTE: as of 18/12/2018 the Bigpipe Basic ADSL plan is no longer available to new Bigpipe customers or to existing Bigpipe customers who want it at new premises.

## 10. Changing Broadband plans

A plan change may be requested through our support form or via the 'My Account' function on our site. Any movement down to a cheaper plan (e.g. Turbo to Fast) will be actioned at the next billing date. Any move to a more expensive plan (e.g. Fast to Turbo) will be actioned immediately (or later upon request),

although extra charges will not be incurred until the following month.

## **11. Withholding, suspending, restricting or disconnect Bigpipe Broadband Services**

**11.1** We may withhold, suspend or restrict your use of any or all of the Bigpipe Broadband Services or disconnect you from using them without warning if:

- you or anyone who uses them in any way that does not comply with these Customer Terms or any other terms and conditions relating to the Bigpipe Broadband Services, or puts our Bigpipe Broadband Services at risk;
- you harass, abuse or threaten our staff.

**11.2** We may also need to suspend your use of Bigpipe Broadband Services without warning if our services and systems require urgent maintenance, upgrading, or protection, to manage network traffic or access to network services (for example, to manage peer to peer traffic types), to improve functionality and attributes of the Bigpipe Broadband Services, or where it is reasonably necessary for us to do so.

**11.3** When we withhold, suspend, restrict or disconnect a Service for the reasons set out in clause 11.1 above, you may have to pay a reconnection fee before you can use the Services again.

**11.4** Please note that Bigpipe accounts that are inactive, expired, terminated, disconnected, suspended or blocked will not be entitled to any credit remaining on the account.

**11.5** In most cases, normal charges continue to apply during the suspension or restriction of any Bigpipe Broadband Service.

**11.6** You acknowledge that we reserve the right to suspend,



sign out, disconnect, terminate, or delete your Bigpipe Broadband Services accounts (including sub accounts) or any communication session for any particular Bigpipe Broadband Service that is “inactive” for a period of time. “Inactive” means that you have not used a particular Bigpipe Broadband Service for a continuous 6 months’ period.

## **12. Giving up or ending services**

**12.1** You may end this agreement at any time for any reason by cancelling your BigPipe Broadband Services.

**12.2** We may end this agreement immediately without notice to you if:

- **12.2.1** we have the right to suspend your access to the Bigpipe Broadband Services for any of the reasons set out in clause 11.1 above that have not been rectified within two weeks;
- **12.2.2** you breach this agreement in a material way (for example, if you do something that could negatively impact on our services or network) and do not put it right within seven days of us asking you to, or
- **12.2.3** you become insolvent or bankrupt, or a receiver, manager and receiver, or statutory manager is appointed over any or all of your assets, or any resolution is passed, or any proceeding is commenced to wind you up or liquidate you, or your poor payment history indicated, acting reasonably and in good faith, that you are unable to pay charges owing.

## **Our disclaimers relating to Broadband**

## **13. Availability of Bigpipe Broadband Services**

The configuration of your computer, device, systems server or other communication equipment ("Systems") you use to receive our Bigpipe Broadband Services may affect, not only your use of our Bigpipe Broadband Services, but our provision of it. For example, certain SMTP service configurations leave you vulnerable to relaying spam; spam may overload our systems. Our Bigpipe Broadband Services will only be delivered to your relevant Systems when you have the required connection to receive the Bigpipe Broadband Service and will be subject to any service availability limitations and any functionality limitations of your Systems.

## **14. Content disclaimer**

We do not and cannot in any way supervise, edit or control the way in which you or other end users use the content, information or other material accessed through the Bigpipe Broadband Services we provide to you. You acknowledge and agree that we will not be held responsible in any way for the content, information or other material accessed or provided by means of our Bigpipe Broadband Services. You are responsible for all content, information or other material that you upload, download, post, email, or otherwise transmit, access or make available through the use of our Bigpipe Broadband Services. We have not reviewed all or any of the sites linked to the Bigpipe Broadband Services and we are not responsible for the content of any of those sites.

## **15. Third party infrastructure, systems and services**

The Bigpipe Broadband Services are delivered to you using other providers' infrastructure and systems, for example, that of Chorus and Enable for Christchurch. These other providers'

infrastructures and systems are outside of our control, and we therefore are not liable or responsible for anything which occurs as a result of other providers' infrastructure and systems. Many of the products and services offered for sale or advertised on, and much of the information provided in connection with, our websites and other services, are the products, services and information of third parties. Third party products, services and information are not provided or endorsed by us and your legal relationship is with the third party supplier. You must make your own inquiries with the relevant third party supplier directly before relying on the third party information or entering into a transaction in relation to third party products and services supplied by means of our Bigpipe Broadband Services. You should check with the third party supplier whether there are additional charges and terms which may apply.

Nothing in this clause 15 affects your rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 where services are acquired for personal, domestic or household use or consumption.

## **16. Communication Services**

If the Bigpipe Broadband Services include email services, information services, bulletin board services, chat areas, news groups, forums, groups, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (collectively "Communication Services"), you agree to use and access the Communication Services in accordance with these Customer Terms and any applicable specific product terms, and only to upload, post, email, or otherwise transmit or access messages and material that are permitted in accordance with those terms. You (and not Bigpipe) assume the entire cost of any necessary verification, maintenance, repair correction and/or removal of any relevant Communication

Service messages and material. We are not under any obligation to monitor the Communication Services, but we reserve the right at all times to review messages and materials transmitted and accessed through a Communication Service and to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process, governmental request or code, or to edit, refuse to post or to remove any message or materials, in whole or in part, in our sole discretion. We reserve the right to terminate your use of and access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

## **17. Data usage**

Bigpipe Broadband does not have data caps. However, the Bigpipe Broadband Service is only for residential purposes. It is not intended for business purposes, running server farms, or the like. We expect you to use the Bigpipe Broadband Services in a responsible and fair manner so that your use of the Bigpipe Broadband Services does not impact other customers. When using the Bigpipe Broadband Service you should take into account:

- The effect your use of the Bigpipe Broadband Services may have on networks, equipment and other parties; and
- Compliance with “netiquette” and internet conventions; and
- The fact that such use must not interfere with the availability of any of the services to others or any other services offered by us and other internet providers and carriers to others.
- Illegal Uses – You must not use the Bigpipe Broadband Services in ways that constitute criminal or civil breaches of any statute, regulations, government requirements or any other law (including general or common law) of any country. Those breaches include, without limitation, breach of intellectual property

rights (such as copyright, trademarks, patents, trade secrets and confidential information); defamation; breach of obscenity laws and laws as to objectionable publications, such as pornography and hateful materials; fraud; theft; misappropriation of money, credit card details or personal information; breaches of privacy obligations; and breaches of trade practices legislation, examples of which are the Fair Trading and Consumer Guarantees Acts (New Zealand).

- Security and Protection of the Network – You must not use the Bigpipe Broadband Services to breach, or attempt to breach, the security and operation of any network, equipment or any other system. This includes: 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 distribution of spam or 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, 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 our network in any way as a staging ground for any of those breaches or to disable or “crack” other systems.
- Industry Codes – You must not use the Bigpipe Broadband Services in a way that breaches any material standard, code and content requirements produced by any relevant authority or industry body.
- Threats – You may not use the Bigpipe Broadband Services to transmit content of a threatening nature including

threats of death, physical harm and defamation.

- SPAM – Sending spam is not permitted.

## **18. Technical requirements**

- Static IPs are available for all our plans, please click [here](#) for the Static IP FAQs.
- By default Bigpipe provides a dynamic, public IPv4 address. This will not interfere with most uses of the internet, however a static IP address is available upon request. There is a one-off charge of \$45 for this, and you will keep your static IP for the life of your Bigpipe plan.

## **19. Service Reliability**

Because of the nature of telecommunications services, Bigpipe is unable to provide specific performance guarantees. While we always strive to provide a consistent and reliable service, there are a number of factors that influence reliability of our Bigpipe Broadband Services. For this reason, we do not guarantee continuous or fault-free services, service availability at a particular location, connection speed bandwidth, latency (delay) or bit rate through the network that we use to provide our Bigpipe Broadband Services at any one point in time. As the Bigpipe Broadband Services can occasionally go down, you should take this into account when choosing this product and what you will want to use it for. While we do use reasonable endeavours to resolve any service issues, we cannot guarantee how quickly we can arrange for resolution of any problems with the provision of our Bigpipe Broadband Services. Bigpipe Broadband Service is not designed to support commercial grade use and quality of service (QoS) for VoIP or similar services.

## 20. Support

The stability and performance of your Bigpipe Broadband Service can be affected by a number of potential faults. A fault can commonly originate from the network, phone line, your modem, or your computer. Support for Bigpipe is online only. We do not have any phone number for you to call us on. Faults can be raised by sending a message through our form at <https://www.bigpipe.co.nz/contact-us> The business hours and response times for our fault desk can be found at the same page.

## 21. Consumer Protection Legislation and Liability

**21.1** Subject only to clause 21.2 below, nothing in these terms affects your rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. The website [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz) is a useful place to visit to help you understand your rights under this legislation.

**21.2** If you are acquiring the Services for the purposes of a business as defined in the Consumer Guarantees Act 1993 you acknowledge that the provisions of that Act do not apply to the Services that that we provide to you under this agreement.

**21.3** Your liability to us:

- you accept your liability to us for breach of contract or negligence, and
- you are not liable for any loss to the extent that it is caused by us (for example, through our breach of contract or negligence).
- If you are ever liable to us your liability is limited to: 1. \$5,000 for any event or series of related events; and 2.A total of \$10,000 in respect of all events in any 12 month period, provided we notify you of our claim

within 12 months after we reasonably become aware of the occurrence of the relevant event or series of events that gave rise to our claim. These limitations do not apply to your obligation to pay any charges, for any loss or damage caused by fraud, gross negligence, wilful breach or wilful damage.

**21.4** We may become aware that we have suffered loss before you do. If we suffer any loss as a result of this agreement, we agree to take reasonable steps to avoid or minimise our loss and that you are not liable for any loss that results from our failure to take reasonable steps to do so.

**21.5** Our liability to you:

- we accept our liability to you for breach of contract or negligence, and, subject to clause 21.2 above, for our breach of consumer protection laws, such as the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- we are not liable for any loss to the extent that it is caused by you (for example, through your breach of contract or negligence).

**21.5** We are not liable to you for any indirect or consequential loss, or for any loss of profits, revenue, goodwill, business or anticipated business or anticipated profits or savings.

**21.6** We are not liable to you for any indirect or consequential loss, or for any loss of profits, revenue, goodwill, business or anticipated business or anticipated profits or savings.

**21.7** You may become aware that you have suffered loss before we do. If you suffer any loss as a result of this agreement, you agree to take reasonable steps to avoid or minimise your loss and that we are not liable for any loss that results from your failure to take reasonable steps to do so.



**21.8** We aim to provide quality services to you at all times, and exercise reasonable skill and care in performing our obligations to you. However, if we are prevented from performing any obligation in these Terms by reason of any act of God, act of State, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance beyond our reasonable control, we will try to advise you of the existence of the circumstances and its expected duration, and the obligations that are impacted by the circumstances. Our performance of these Terms and provision of Bigpipe Broadband Services to you will, to the extent that it is made impossible or impracticable by such circumstances (despite us taking reasonable steps to provide the services be suspended until such circumstances cease to exist. We are not liable to you for any failure or delay in performing any obligation set out in these Terms in the circumstances contemplated by this clause

**21.7** You will not be required to pay any Charges for any Bigpipe Broadband Services to the extent that such Bigpipe Broadband Services are not provided by us due to the circumstances contemplated by this clause 21.7.

**21.9** No other Spark company, network operator and/or third party supplier (including their officers, employees, contractors and agents) will be liable to you for loss or damage of any kind arising from your use of the Bigpipe Broadband Services. This clause creates a right and benefit that other Spark companies, network operators and/or suppliers can enforce as a defence to any claim.

**21.10** If we or any of the other parties listed in clause 21.9 are ever liable to you for any reason, the maximum combined amount we and all the other parties listed in clause 21.9 (together) will have to pay you and anyone else who uses the Services we provide for you (together), will be:

- \$5,000 for any event or for any series of related events; and
- a total of \$10,000 in respect of all events in any 12 month period,

Please notify us of your claim as soon as possible after you reasonably became aware of the occurrence of the relevant event or series or events that gave rise to your claim. These limitations do not limit any rights you may have under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

## **22. Information about you**

Your use of the Bigpipe Broadband Services involves the collection by us of personal information about you, such as your email address, name, home or work address or telephone number. We may also collect demographic information, such as your age, gender, preferences, and interests. Information collected by us may be combined with information obtained by our related companies. This information is used by us for the operation of the Bigpipe Broadband Services, to maintain quality of the Bigpipe Broadband Services, to provide general statistics regarding use of the Bigpipe Broadband Services and to assist us to deliver customised content and advertising to our customers. Where possible, information will be obtained directly from you, but otherwise it may be provided from others (with your consent), or generated within or by the systems used to provide our Bigpipe Broadband Services. You may decide not to provide information to us. However, if you do not provide it, we may not be able to provide our Bigpipe Broadband Services to you. You may ask to see any information we hold about you and we will provide it as long as we have such information and can readily retrieve it. You may also ask us to correct any incorrect information we hold about you. We may charge you for the reasonable costs of retrieving and providing this information. We may occasionally monitor

telephone calls between existing and new customers and our personnel to help train our personnel to provide better customer service. We may also monitor communications between our customers and third parties to maintain and support our systems and to safeguard the security and integrity of our services. We may provide your personal information to our related companies, our contractors, credit reference and debt collection agencies, communications network operators and selected business partners to:

- Provide our Bigpipe Broadband Services for you and others
- Recover money you owe
- Keep you informed of and conduct, sales and marketing activities in relation to services available to, or planned for, you from us and other people
- Exercise any lawful right we or any of our related companies, our contractors, credit reference and debt collection agencies, communications network operators and selected business partners has

Although we may publish aggregated information relating to your use of the Bigpipe Broadband Services, such as usage patterns, we do not disclose information in a form that could reasonably be expected to identify you, without your prior permission. Personal information collected in relation to your use of the Bigpipe Broadband Services may be stored and processed in New Zealand or any other country in which we or our related companies or agents maintain facilities, and by using our Bigpipe Broadband Services, you consent to any such transfer of information outside of New Zealand.

## **23. Disclosure of information**

We may disclose information about you or your use of our websites and/or services without your prior permission if we have, acting reasonably, a good faith belief that such action is necessary to:

- Conform to legal requirements (including, but not limited to, requirements in accordance with any applicable law, regulation or government request) or comply with legal process, or to help maintain the law
- Protect our rights or property or those of our related companies
- Enforce our Customer Terms
- Act to protect the interests of our, or our related companies, customers or others

We do not sell, rent or lease our visitor or customer information to third parties.

## **24. Sending notices**

We may send you notices by sending you a text, by emailing or writing to you, by calling you, by publishing the notice on our website or by issuing a public notice in the major newspapers.

## **25. Meeting our responsibilities through agents and service providers**

We may have any related company or an agent approved by us or any service provider approved by us perform any of our rights and obligations under this agreement. In that case, each of those companies or agents or service providers and their officers, employees, contractors and agents will have the benefit of any terms of this agreement which confer benefits on us.

## **26. Transferring our responsibilities**

We may transfer to someone else all or any part of our side of the agreement you have with us, for example where are company ownership structure changes. This agreement is personal to you and you may not transfer this agreement or any benefit or obligation of it to any other person.

## **27. Severability**

Each term of this agreement is separately binding. If for any reason any term is not legally effective all other terms shall remain binding and we can replace the term that is not legally effective with a term of similar meaning that is lawful and effective.

## **28. Waiver**

A failure or delay by you or us to enforce any rights or powers under this agreement shall not operate as a waiver of that right or power. A waiver of any breach of this agreement shall not be deemed to be a waiver of any other or subsequent breach.

## **29. Governing Law**

This agreement is governed by the laws of New Zealand and you submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of it.