

Connecta Terms & Conditions

General T&C

1. As a customer of Connecta these Terms & Conditions form the basis of Connecta's contract with you, along with your written or verbal (recorded voice verification) agreement to transfer your services to Connecta at the prices applicable at the time. If you use our internet, wireless or mobile services, then the Terms and Conditions specific to those services included at the end of this section will also apply and form part of our contract with you.
2. We may amend our prices, terms and conditions from time to time as updated on our website www.connecta.co.nz or notified to you in writing. Any change in the prevailing rate of GST will result in a corresponding change to quoted rates/prices regardless of any term contract that may be in place at the time. Connecta calculates call costs by taking our quoted rate, multiplying by the call duration to the nearest minute, and rounding up to the nearest whole cent. Price lists or copies of our terms and conditions are available from us upon request, or from our website. Amendments to these will vary our contract with you. We may interpret your ongoing use of our services after that date as constituting your acceptance of the amendments.
3. In this contract we use the terms "Connecta", "we", "our", and "us" to refer to Compass Communications, "you" and "your" to refer to the person with whom we have the contract (our customer), and "services" to refer all or any tolls, phone line, internet, mobile or other services we provide to you under this contract. Headings in this contract do not affect their interpretation.

Our commitment of service to you:

4. Once you are connected to our network(s) we aim to provide you with consistently reliable and good quality services. Services can be affected by radio interference, atmospheric conditions, outages, maintenance or congestion. We do not guarantee that the service we provide will be perfect at all times, nor can we guarantee the integrity of data sent or received via the services. If and when any of your services are disrupted we will do our best to reinstate our services to you as soon as we can.
5. Emergency Calling: Connecta supports access to emergency call services (111) but in the event of a power failure you will not be able to call Emergency Services. The service will not be available until power is restored. For this reason we recommend you maintain a mobile phone service and keep a charged mobile phone with you to make and receive calls and to ensure that you have ongoing access to 111 in the event of a power outage. We are not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services. Complaints regarding faults when making an emergency call should be made to Connecta. Any complaints related to the response of an Emergency Call by an Emergency Service Organisation should be made to the relevant Emergency Service Organisation.
6. From time to time there may be changes to the ways in which you can access our network, and we will advise you of any such changes to your access in advance of them taking place.
7. The services we supply to you will be supplied to you in whatever way we think is appropriate. We can choose the carriers used to provide our services and we can change the carriers at our discretion.

8. Connecta' customer support is via our website under the section My Compass/Support Requests. Here you can raise a support ticket direct the relevant department. Telephone support is also available every day (at the times specified on our website or in the afterhours recorded message) on toll free 0800 969 869.

Your general responsibilities:

9. You agree that you will:
- a) pay for all goods and services we provide to your connections, regardless of whether it is you who uses them.
 - b) ensure that all of the information you give us is correct and complete.
 - c) comply with any legal requirements concerning the use of our services.
 - d) comply with any requirements of any other carrier in relation to the use of its network.
 - e) ensure that you, or anyone else who uses the services uses them only for the purpose for which they are provided.
 - f) ensure that you, or anyone else who uses the services follows our instructions for use of the services and abides by the terms of this agreement.
 - g) ensure that no services or products of Connecta are resold without the express permission of Connecta.
 - h) ensure that you, or anyone else who uses the services do not use these services for any abusive, illegal or fraudulent activity.
 - i) provide necessary information and access to enable us to use and take over responsibility for your services, accounts and phone numbers as is required in our provision of service to you.
 - j) provide reasonable access during normal working hours to our employees, contractors and representatives or any other carrier to perform any work required for the commencement, operation and continuance of our service to you or to wider networks. Where possible we will make an appointment prior to requiring access.
 - k) accept responsibility for any loss, theft or damage (beyond normal wear and tear) of any Connecta/Compass owned equipment residing at your premises, including the cost of replacement or repair if required.
10. You are responsible for ensuring that all calls or other communications (collectively, 'calls') specifically or inadvertently directed into our network from your communications equipment or systems relate to services you have ordered from us and services we have agreed to provide to you. You must ensure no 'calls' directed onto our network relate to services you have agreed to take from another carrier, and that you have no pre-programmed calling procedures installed on or linked to your equipment or systems. You will be liable for our charges in conveying or dealing with any such 'calls' that we have not agreed to carry and we accept no liability for any discount or benefit you would have received had you complied with those obligations.

Delivery of invoices and notices

11. We will deliver our invoices and any other notices to the most recent postal and/or email address you have given us. In the case of emailed invoices, the invoice may be attached to the email, or viewed by downloading from our website by clicking on a link. We will assume that a posted invoice or notice has been delivered five days after we have posted it, and an email invoice, 2 days after we have emailed the invoice or the notification of the invoice. There will be a charge \$2.50 each invoice delivered by post.

Change of Address

12. It is essential that if you move premises or otherwise change your postal or email address, you inform us of this in writing to ensure that there is no interruption in our supply of service to you or our ability to contact you. If your address details change and you fail to inform us, you will remain responsible for all charges that may accrue against your account at the last address we hold on record.

Payment for services

13. You agree that you will pay each invoice by the due date for stated on the invoice, or we may charge you a late fee at the rate/terms applicable at the time. If you make a payment by direct debit that is dishonoured, we may charge you a dishonour fee in addition to a late fee. We may also recover from you all legal and other costs incurred by us in the collection of any overdue amount.

Credit limits and minimum monthly charges

14. We reserve the right to impose a credit limit on your account, and will advise you if you get close to this limit. You agree that if at any time you exceed your credit limit we will be entitled to suspend the provision of our services to you. We reserve the right to charge a minimum monthly fee to cover the cost of maintaining an account for dormant or low spend customers. This charge will be advised at time of joining Connecta/Compass or with a minimum 30 days' notice for existing customers.

Dispute resolution

15. If you have a genuine dispute in relation to amounts we have charged you, you must pay the undisputed charges and notify us of the disputed charges with details of the dispute and evidence to support its validity. This can be done on our website under My Compass/Support Request/Disputed Charges. You must make any claims for credits for disputed charges within 30 days of the most current bill sent to you. Any claim made otherwise than in accordance with this clause shall not be recognised.

Suspension or disconnection:

16. We may suspend or disconnect your service(s) from our network:

- a) if you do not meet any of your responsibilities under this contract;
- b) if a carrier alters its service to us in a way that affects our ability to provide our services to you in a cost effective manner, or at all;
- c) in the event of an emergency or other situation where another carrier or appropriate person considers this necessary or reasonable to protect persons, systems or other property;
- d) if, in the case of Toll Free Numbers, a number is not used for a continuous period of 6 months;

If, following disconnection, we agree to reopen a service, a reconnection fee may apply and will be advised to you.

Termination

17. If you do not pay any of the invoices we send to you or you otherwise fail to meet your responsibilities to us we may end our contract with you. We may also end our contract by giving you one month's written notice. Ending the contract between us in this way shall not release you from any obligations or responsibilities you owe to us.
18. You may ask us to stop a particular service or cancel this agreement with 30 days' notice at any time by calling us on 0800 969 869, sending a request via our website or writing to us. If a minimum term applies to any service (63), we will charge the applicable early termination fee (ETF) or the outstanding amount of the charges for the remainder of the term. If you move a service from Connecta to another provider without notifying us we will continue to charge you for that service for 30 days from the departure of the service.
19. On termination of our contract with you, we will cease providing our service to you and all amounts which you owe to us will immediately become due and payable. We shall not be liable to you for any loss or damage suffered, or claimed to have been suffered, by you on or following termination of the supply of our service to you.

Consumer Guarantees Act

20. If you are a residential customer, rights under the Consumer Guarantees Act 1993 may apply in addition to the rights set out above. If your services are used for business purposes, then you agree that the Consumer Guarantees Act 1993 will not apply to this contract.

Exclusion of Liability

21. If our service fails to operate for any reason and you use a service provided by another carrier, we will not be responsible for that carrier's service charges.
22. We accept no liability for any loss or damage, including, without limitation, indirect and consequential losses, caused by a carrier suspending or interrupting its service to us which affects our ability to provide services to you or any other cause beyond our reasonable control.
23. We also exclude all other liability we may have to you for acts or omissions by us, our directors, employees, agents, representatives and contractors. This includes both direct and indirect losses, including loss of profits, loss of revenue and loss of any opportunity. These exclusions of liability also apply under the Contracts (Privity) Act 1982 for the benefit of any other carrier who allows us to use its network to provide our service to you.
24. To the extent permitted by law none of the persons referred to in clause 22 are liable to you or has to pay you for anything else caused by or resulting from anything any of them does or does not do, or delays in doing, whether or not it is contemplated or authorised by these terms and conditions.
25. This exclusion of liability applies whether or not our contract with you has ended and regardless of the nature and cause of any damage or loss. If you are a residential customer, these exclusions do not affect any rights you may have under the Consumer Guarantees Act 1993.

Limitation of liability

26. To the extent permitted by law, if, despite the provisions contained in the previous section, we or any other carrier is liable to you for any breach of these terms and conditions, or for breach of any other obligation to you, our liability shall be limited, at our discretion, to one or more of the following:
- a) If the breach relates to the provision of services:
 - supplying of the relevant services again; or
 - payment of the cost of having the relevant services supplied again; and; or b) If the breach relates to goods:
 - replacement of the relevant goods or supply of equivalent goods;
 - repair of the relevant goods;
 - payment of the cost of replacing the relevant goods or of acquiring equivalent goods; or
 - payment of the cost of having the relevant goods repaired.
27. If you are a residential customer this limitation does not affect any rights you may have under the Consumer Guarantees Act 1993.

Your personal information

28. You agree, for the purposes of this contract and the performance of our obligations to you, that we may collect information about you. The information we collect about you may be obtained from you and others.
29. You may decide not to provide any information sought from you. If you do not provide it then we may not be able to provide our services to you.
30. We may use the information we hold about you and may exchange information about you with our contractors, agents and representatives, with other carriers, and with credit reporting and debt collection agencies for the purposes of our business, and to law enforcement agencies as required under law.
31. All information held by us will be held at our offices at 162 Grafton Road, Grafton, Auckland. You may obtain access to, and update or correct any information held by us under the Privacy Act 1993.

Assignment and delegation

32. We may assign or transfer our rights and responsibilities under this contract to someone else. We will give you written notice in advance if we intend to do this.
33. We may also subcontract the performance of any of our responsibilities under this contract to anyone else.
34. You may not assign or transfer any of your rights or responsibilities under this contract to anyone else without our prior written consent.

Terms separately binding

35. If, for any reason, any provisions of this contract cannot be enforced or relied upon by either of us, all other terms of our contract with you remain binding.

Passwords and security

36. Depending on the services we provide you, you may be given a username, password or PIN. You agree to keep these personal identifiers confidential and to take all reasonable steps to prevent disclosure of them to any person, other than members of your household or business who are considered authorised users. You are responsible for ensuring that all authorised users of the services also meet the responsibilities and obligations set out in 8. above.
37. You will be liable for all charges resulting from use of the service accessed through your personal identifiers whether authorised by you or not. You agree to indemnify Connecta for all claims, proceedings, damages, losses or expenses however incurred arising from the acts of any person accessing the service using your username, password or PIN.
38. Disclosure or loss of your username or password that results in the incurring of charges or misuse of the service is your responsibility, and it is also your responsibility to report any such occurrence immediately to Connecta.

Passwords and security

39. Your registration of an internet service account with Connecta and your access, connection and use of the Connecta internet service is subject to the following ISP Terms and all applicable laws. By accessing and using the service you represent that you have read, understood and accepted these ISP Terms and agreed to be bound by them. If you do not agree to these ISP Terms please do not use the service or register an internet account.
40. Unless specifically included in our offer to you, you are responsible for providing the telephone line, modem, computer, hardware, software and all other equipment required to access the service and for all charges in relation to the above.

Confidentiality

41. We will make reasonable commercial efforts to protect your confidentiality. However, you should assume that your use of our services is not confidential. If we consider in our discretion that your use of our services is defamatory, contrary to accepted community standards or illegal, you acknowledge that we have the right to disclose those activities to any person, including the police. Without limitation to the foregoing we can check your use of the system for the purpose of ensuring that your use is not breaching these terms and conditions or for assessing any charges which may be payable by you.

Our obligations under the Copyright (Infringing File Sharing) Amendment Act 2011

42. Owners of copyrighted material may enforce their rights against people who use file sharing applications to illegally download copyrighted material. Connecta is obliged to issue infringement notices, and if necessary terminate the service of any customer that is accessing material illegally over an internet service provided by Connecta.
43. Liability for alleged copyright infringement lies with the person who 'owns' the internet account. If the account is in your name then the liability, according to the law, is with you, no matter who pays the bill or who used your account, whether with or without your permission.

Fair Use Policy

44. It is important to Connecta that all eligible Connecta customers are able to access our services and get the best possible experience. For this reason, and to ensure the provision of a quality service, a Fair Use Policy applies to some of our services where your usage can affect that of other customers. We have developed this Fair Use Policy by reference to average member profiles and estimated member use of our services.
45. We may issue a warning or suspend your services under this Fair Use Policy where in our reasonable opinion your use of our services is excessive and/or unreasonable by materially exceeding estimated usage patterns over any month. Where reasonable, Connecta will provide you with 30 days' notice before suspension, restriction or termination.
46. If, after we have requested that you stop or alter your use to come within our Fair Use Policy, your excessive or unreasonable use continues, then we may without further notice apply charges to your account for the excessive and/or unreasonable element of your use; suspend, modify or restrict your use of our services or withdraw your access to the services. If we terminate your services and you have agreed to a fixed contract term you may have to pay the applicable early termination fee.
47. Bandwidth allocated to unlimited internet users is reviewed and increased as required, but at any time there is a fixed amount of bandwidth available. The aim of this clause of the Fair Use Policy is to ensure that the experience of the vast majority of unlimited internet users is not compromised by the extreme and unreasonable usage of a few. Connecta reserves the right to modify (through speed and other variables) the behaviour of individual users that frequently use significantly more data than the majority of the unlimited users and/or use their internet service in a way that negatively affects the experience of other users. If an unlimited internet customer is found to be in the top 1% to 5% of users and their usage is negatively impacting the network, Connecta may attempt to communicate with the user asking them to modify their usage, may suggest a more suitable solution for all parties involved, or may exercise its rights outlined in clause 49 above.
48. You acknowledge that Connecta does not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the internet, and Connecta shall not be held responsible in any way for any content or information accessed via the service. Furthermore, Connecta disclaims all or any responsibility or liability for any material on the internet that you may find offensive, upsetting, defamatory, and personally offensive and in any way unsuitable for minors.

49. Some internet sites may have embedded within them the ability to program your modem to dial overseas numbers without your knowledge or direction. You are liable for any charges arising from such calls and Connecta accepts no liability for such charges.
50. You are not permitted to operate servers from the service and you are not permitted to on-sell this service without written approval from us. You are not permitted to send spam or bulk mail using the service and we reserve the right to charge you a clean-up fee to rectify the result of such activity by you at a maximum charge of \$200 per article.

Wireless T&C

51. You agree Connecta installers and contractors have the ultimate decision in whether it is safe to install or maintain our service on your property at any time, they/we may decline and have to reschedule due to weather or other hazards. Installers safety is paramount and they will take due care in accessing any equipment. You are expected to support them by having a representative on site when they visit your property and keeping animals and children away from the work area at all times.
52. During any installation/maintenance of the service we will adopt best practices however inevitable minor scuffing, indentation, scraping and similar may occur. You accept that this may occur and will not hold Connecta liable.
53. Your service may be provided as a non-standard service, this means you have agreed to additional costs or conditions that you must abide by for an installation or ongoing support and maintenance.
54. When terminating Connecta services we will recover our equipment when your service is terminated. If for any reason we cannot recover the equipment we may charge you up to \$500 for lost equipment. Connecta expect to liaise with you during your 30 day notice period the ensure all our equipment is recovered once the services are closed.
55. Connecta Wireless signal may be subject to fluctuations or degradation due to Vegetation growth, new buildings or structures and tidal movement. This is beyond our control. If the Connecta installer/Contractors advises you of the signal crossing water before installation, and you choose to proceed, Connecta is not liable for signal reliability and cancellation of contract will be subject to the corresponding Early Termination Fee. Similarly we will use best endeavours to install your service to minimise future obstructions but cannot be held liable for these and their impact on your service.
56. Installation and set-up fees include set-up of access connection. Non-standard installations may attract an additional charge, which will be discussed with you in advance.
57. Connecta / Compass Installers do not configure customer's PC / LAN / Smart Devices and non-Connecta/ Compass provided equipment(s).
58. Our Installation Price doesn't include a Wi-Fi Router, this is available as an extra
59. Internal jack point wiring charge of \$49 may apply for customers adding a telephone service.
60. Our re-location charge is \$249. If your re-location is unsuccessful then your contract will be cancelled and the relevant Early Termination Fee will be applied.

61. The home phone line service may drop during device failures, power failures and network outages, or never work due to incompatibility issues. Connecta does not take responsibility for connectivity of medical and/or security alarms that are installed or to be installed at the property.
62. Service is supplied as best efforts internet, the speeds are not guaranteed.
63. You agree that Early Termination Fees and 30 day notice should be given in the event of termination connecta Wireless Service (Cancellation of service within 0-12 months will result in a \$199 Early Termination Fee, Cancellation within 12-24 months will result in a \$99 Early)
64. I understand that Connecta will rely on the provision of the 4-digit security PIN detailed above as proof of my identity and authority to access and make changes to my account with Connecta.
65. It is the customers responsibility to provide technicians access to the property at a mutually agreeable reasonable time (Mon-Fri 9:00 AM to 5:00PM) when necessary i.e. Installations, Fault visits, Equipment retrievals, Mandatory n/w upgrades and maintenance.
66. We do not sell FAX service though VoIP on Wireless services.