

Last updated: 5 October 2023

1. Definitions

1.1. In this document, unless the contrary intention appears –

- “the Society” means New Zealand Internet Association Incorporated;
- “the Customer” refers to the legal entity receiving Traffic Services from the Society;
- “Traffic Services” refers to all services provided by the Society; “Invoices” refers to the invoice as referred to in Section 3.1;
- “Overdue Invoice” refers to Invoices for which the Society has not received payment for within the terms set forth in Section 3.2;
- “Disconnection Notice” refers to a notice provided under Section 4.2;
- “Proof of Payment” refers to a transaction receipt from a financial institution registered within New Zealand;
- “Reconnection” refers to the restoration of services as referred to in Section 5.1; “Credit Managed” refers to a customer described by Section 7.1

2. Eligibility for Service

2.1. The Customer must be a member of the Society to be eligible to receive Traffic Services from the Society.

2.2. The Society may exempt the Customer from the eligibility requirements set forth in 2.1 by providing the Customer with written notification.

3. Standard Billing Practice

3.1. Traffic Services provided to the Customer are invoiced calendar monthly in advance of the service provided and calendar monthly in arrears for usage based services.

3.2. Invoices issued for Traffic Services are issued on strictly 30 day terms.

3.3. Invoices issued for Traffic Services are sent via email to an address nominated by the Customer.

3.4. A reminder for payment of Invoices will be sent to the Customer (if required) via email, to the same address set forth in Section 3.3 three (3) days prior to the due by date.

4. Disconnection of Services

4.1. The Customer will be eligible for the disconnection of Traffic Services if –

- (a) the Customer is no longer eligible to receive Traffic Services from the Society; or
- (b) the Customer has any overdue invoices.

4.2. A customer who is eligible for disconnection under sub section 1 will be issued with a disconnection notice via email to the same address set forth in Section 3(3), demanding immediate payment of all Overdue Invoices within seven days of the date of the notice.

4.3. If after the period referred to in sub section 2, the Society has not received full payment for all the Customer’s Overdue Invoices, the Society will –

- (a) stop providing all Traffic Services to the Customer; and

(b) stop providing all other services being rendered to the Customer, including colocation and power of any of the Customer's equipment in the Society's care.

4.4. The Customer may appeal against a Disconnection Notice on the grounds of financial hardship. Such an appeal must be made in writing and received by the Society before the date that disconnection action under sub section 3 occurs.

4.5. Should the Society accept an appeal made under sub section 4 the Society will provide the Customer with payment and disconnection terms in writing that meet the minimum conditions set forth in this policy.

5. Re-connection of Services

5.1. Upon receipt of full payment for all overdue Invoices including all reconnections fees and interest charges, where applicable for the Customer, the Society will reverse any actions undertaken under Section 4.3 within 24 hours.

6. Recovery

6.1. In the case that the Society has not receipted payment for the Customer's Overdue Invoices after 5 days from the date specified in the Disconnection Notice – the Society will cause a third-party agent to pursue collection of Overdue Invoices and related charges.

6.2. The Customer will be liable for all reasonable costs for recovery incurred under sub section 1.

7. Credit Management

7.1. In the case that the Customer regularly receives Disconnection Notices, the Society may choose to Credit Manage the Customer.

7.2. If the Customer is being Credit Managed –

(a) the Customer will be required to pay a bond equal to the total invoiced amount for all Services supplied to that customer for the following month. This bond will have the effect of putting credit managed clients two months in advance for all services supplied by the Society; and

(b) the period referred to in Section 3.2 will be 7 days.

7.3. The Society will provide written notification to the Customer should it choose to Credit Manage a customer under sub section 1.

8. Dispute Mediation

8.1. Any disputes concerning the content or administration of this policy are to be raised and handled in the manner described by the dispute resolution procedure set forth the Society's Master Services Agreement.