

## VelocityNet – General Terms & Conditions

**Effective Date:** 11 December 2025

**Provider:** VelocityNet Limited (“VelocityNet”, “we”, “our”, “us”)

**Customer:** The account holder or authorised user (“you”, “your”)

---

### 1. Introduction

These General Terms & Conditions govern the supply of broadband, voice, hosting, and related services (“Services”) provided by VelocityNet. By signing up, using, or paying for our Services, you agree to these Terms.

These Terms apply alongside our:

- **Acceptable Use Policy (AUP)**
- **Fair Use Policy (FUP)**
- **Privacy Policy**
- **Service-specific Terms** (if applicable)

If there is any conflict, service-specific terms take priority, then these Terms.

---

### 2. Service Availability

2.1 We make reasonable efforts to provide reliable, high-quality Services but cannot guarantee uninterrupted or error-free performance.

2.2 Service availability may be affected by factors outside our control, including network faults, upstream carrier outages, power outages, and environmental conditions.

2.3 Some plans may not be available at all addresses. We may refuse to provide a service where technically impractical.

---

### 3. Installation & Equipment

3.1 You must ensure safe access to your premises for installation, maintenance, or fault resolution.

3.2 Any equipment we supply remains our property unless purchased outright by you.

3.3 You must take reasonable care of VelocityNet-owned equipment. If it is lost, stolen, or damaged due to negligence, replacement charges may apply.

3.4 You are responsible for ensuring your internal wiring and devices are compatible with the service.

---

### 4. Your Responsibilities

4.1 You must:

- Use the Services in accordance with all NZ laws.
- Comply with the AUP and FUP.
- Ensure that anyone using your connection also complies with our policies.

- Keep passwords and account details secure.
- Not resell, redistribute, or provide the Service to third parties without our written consent.

4.2 You are responsible for all activity that occurs via your account or connection, whether authorised by you or not.

---

## 5. Charges & Billing

5.1 You must pay all fees for the Services as outlined on our website or in your service agreement.

5.2 Billing is monthly in advance for fixed-price plans and in arrears for usage-based charges.

5.3 Bills are due by the due date shown on the invoice.

5.4 Late or overdue invoices may incur:

- Late payment fees
- Service suspension
- Debt recovery action (you remain liable for all costs)

5.5 Prices may change. We will give notice as required under NZ Consumer Law.

---

## 6. Contract Term & Cancellation

6.1 Services may be:

- **Open-term** (month-to-month), or
- **Fixed-term** (12/24 months), depending on your plan.

6.2 You may cancel an open-term service with **30 days' notice**.

6.3 Early termination of a fixed-term service may result in:

- Early termination fees
- The remaining balance of any subsidised equipment
- Installation or setup fee recovery

6.4 VelocityNet may suspend or terminate your service if:

- You breach these Terms or our AUP/FUP
- You fail to pay outstanding charges
- Network integrity or security requires it
- A third-party carrier withdraws availability

---

## 7. Service Performance & Speeds

7.1 Actual speeds vary based on network conditions, device capability, internal wiring, and external factors.

7.2 Any advertised speeds represent maximum theoretical speeds under ideal conditions.

7.3 We do not guarantee upload or download speeds unless expressly stated in your plan.

---

## **8. Faults & Support**

8.1 Report faults via the contact methods listed on our website.

8.2 We aim to resolve faults as quickly as possible, but timing may depend on upstream providers.

8.3 Technician charges may apply if:

- The fault is due to your equipment or internal wiring
  - No one is present during a scheduled visit
  - Access is denied or unsafe
- 

## **9. Fair Use**

9.1 All Services are subject to our Fair Use Policy.

9.2 If your usage negatively impacts network performance, we may:

- Contact you to discuss usage
  - Shape, restrict, or prioritise traffic
  - Move you to a more suitable plan
  - Suspend or terminate service in extreme cases
- 

## **10. Acceptable Use**

10.1 You must not use the Services for unlawful or harmful activities, including but not limited to:

- Copyright infringement
- Hosting or distributing malicious content
- Attempting to breach network security
- Spam, bulk messaging, or denial-of-service activity

Full details are in our AUP.

---

## **11. Privacy & Data Handling**

11.1 We collect and store personal information in accordance with the **NZ Privacy Act 2020** and our Privacy Policy.

11.2 We may share necessary information with:

- Upstream carriers
- Emergency services

- Law enforcement (only with valid authority)
  - Debt recovery agencies (if required)
- 

## 12. Liability

12.1 To the maximum extent permitted by NZ law, we are not liable for:

- Loss of profit, revenue, business, or data
- Indirect or consequential loss
- Loss arising from factors outside our control

12.2 Our liability for any direct loss is limited to the lesser of:

- The charges paid by you for the affected service over the last months, or
- \$500

12.3 This clause does not limit your rights under the **Consumer Guarantees Act 1993** for non-business customers.

---

## 13. Changes to Terms

13.1 We may update these Terms from time to time.

13.2 Where changes materially affect your service or rights, we will provide reasonable notice.

---

## 14. Governing Law

These Terms are governed by the laws of **New Zealand**. Any disputes fall under the jurisdiction of New Zealand courts.

---

## 15. Contact

VelocityNet Limited

Email: [support@velocitynet.nz](mailto:support@velocitynet.nz)

Website: [www.velocitynet.nz](http://www.velocitynet.nz)

Phone: 0800 VELOCITY (example)