AJ ENERGY SOLUTIONS

ENERGY BROKERAGE AGREEMENT & TERMS AND CONDITIONS

Rajora Groups Limited, trading as AJ Energy Solutions | Reviewed 27 October 2026

1. Broker Status

AJ Energy Solutions acts solely as a broker on behalf of the Client. AJ Energy Solutions is not a party to, and assumes no obligations or liabilities under, the energy supply agreement entered into between the Client and the relevant energy retailer (Retailer). All pricing terms presented to the Client are those of the Retailer and are passed through to the Client by AJ Energy Solutions in its capacity as broker only.

1.1 Agreement and Appointment

This Agreement governs the brokerage and utility account-assistance services supplied by Rajora Groups Limited, trading as AJ Energy Solutions (AJES, we or us), to the customer (you). It does not itself create an energy supply agreement. These terms become binding only when validly accepted through an identified proposal, service agreement, or other legally effective acceptance process. A Letter of Authority (LOA) authorises only the acts expressly stated in it and does not by itself create a paid brokerage agreement unless it expressly incorporates these terms and valid acceptance is obtained.

2. Scope of Services

AJES may provide electricity and gas pricing comparisons; identify and negotiate retailer offers; assist with switching, billing and account enquiries; review consumption and charges; assist with solar, broadband and telecommunications arrangements; and provide ongoing support. Services depend on eligibility, provider availability, customer approval and applicable agreements. AJES acts as an intermediary, not the utility supplier unless expressly agreed.

3. Estimated Savings and Pricing Comparisons

Comparisons are estimates based on the period, usage, rates and assumptions disclosed in the proposal. Future consumption and charges may differ. Each proposal should state whether its savings figure is before or after AJES fees, setup fees, GST, network and metering charges, levies and any known retailer exit charges. An unknown exit fee must not be treated as zero. No particular saving is guaranteed unless expressly agreed in writing.

4. Validity of Offers

Unless the proposal states otherwise, an AJES quotation is open for acceptance for five calendar days after issue, subject to retailer confirmation. Acceptance within that period does not guarantee that a retailer will honour an offer it has withdrawn or amended. AJES will communicate material revisions and obtain the customer’s approval before proceeding.

5. Appointed Agent and Letter of Authority

A signed LOA authorises only the activities stated in it, which may include requesting usage and account information, contacting retailers and network companies, obtaining quotes and assisting with enquiries. AJES will not switch retailers, enter supply contracts or materially change existing agreements without the customer’s required prior approval. The customer may withdraw an LOA by written notice, subject to lawful obligations and actions already completed.

6. Service Fees and Charges

Fees and the precise calculation basis must be disclosed before acceptance. Any applicable management or administration fee, its GST treatment and calculation basis must be clearly specified in the accepted proposal or pricing schedule. The schedule must identify any excluded bill components, one-off setup charges, billing frequency and other fees. A different fee applies only if clearly agreed. AJES may receive a commission or referral payment from a provider; where relevant, AJES will disclose the nature of that arrangement and any material conflict of interest.

7. Fixed Pricing and Contract Duration

Any fixed-price term belongs to the identified retailer offer or supply contract, not automatically to AJES brokerage services. Only expressly listed price components are fixed. The proposal must clearly identify permitted variable components such as network, transmission, metering, levies, taxes and pass-through charges. Start and end dates must be confirmed in the relevant accepted documents.

8. Termination of Agreement

The customer may terminate ongoing AJES brokerage or management services on 30 days' written notice, without an AJES early termination or cancellation penalty. Fees properly accrued for services already provided remain payable, subject to statutory rights. Ending AJES services does not automatically cancel a separate retailer supply contract. Retailer exit fees, if any, depend on that contract and must not be represented as waived unless the retailer has expressly confirmed this. Nothing restricts any statutory right to cancel earlier or by another permitted method.

9. Renewal of Agreement

There is no automatic renewal of an AJES fixed-term brokerage agreement. A new fixed term requires the customer's express written acceptance. Any retailer supply agreement is separate and may have different renewal provisions. AJES will not renew, switch or materially vary a retailer contract on the customer's behalf without the authority required for that action.

10. Utility Supplier Terms and Conditions

Utility providers have separate terms and remain responsible for contracted supply. Customers must meet valid supplier payment and other obligations. AJES may assist with billing and communications where agreed but does not control provider pricing decisions, network outages or processing times.

11. Invoicing and Payment Terms

AJES invoices will state the charges, GST treatment, issue date, due date and payment details. Unless a signed schedule states otherwise, undisputed AJES fees are payable within 10 working days of issue. If AJES provides consolidated billing, the accepted agreement must clearly identify the legal payee, the amounts collected as agent for a supplier, payment allocation and who remains liable to the supplier. A customer may dispute an amount in good faith; undisputed amounts remain payable.

12. Customer Responsibilities

Customers must provide accurate information and relevant bills, review proposals and agreements, give necessary approvals, notify changes, pay valid invoices and comply with supplier agreements. Anyone accepting on behalf of a business must have authority to do so.

13. Default and Non-Payment

For an overdue undisputed amount, AJES may send written notice and allow a reasonable opportunity to pay or raise a genuine dispute before suspending non-essential services or terminating this Agreement, subject to law. Any debt-recovery charges must be lawful, reasonable, actually incurred and recoverable under the agreement. No automatic 18% default interest or acceleration of unearned future fees applies.

14. Limitation of Liability

AJES will exercise reasonable care and skill. It does not guarantee savings, uninterrupted utility supply or provider acceptance. AJES is not responsible for losses arising solely outside its reasonable control except where legally responsible. Nothing excludes liability or remedies for negligence, misleading conduct, contractual breach or statutory breach where exclusion is prohibited by law.

15. Consumer Guarantees Act 1993 and Fair Trading Act 1986

Nothing in this Agreement excludes or restricts rights or remedies that cannot lawfully be excluded under the Consumer Guarantees Act 1993, Fair Trading Act 1986 or other applicable legislation. No business-purpose contracting-out provision is created by this Agreement. Any proposed contracting out would require a separate, legally valid written agreement and satisfaction of all applicable statutory requirements. AJES must not make misleading or unsubstantiated pricing or savings representations.

16. Privacy and Confidentiality

AJES handles personal information under its Privacy Policy and the Privacy Act 2020. Information may be shared with authorised retailers, network operators, service providers and advisers for lawful purposes. AJES takes reasonable security steps, does not sell customer information, and recognises statutory access and correction rights.

17. Complaints and Dispute Resolution

Customers can complain about AJES services using the contact details in section 21. AJES will acknowledge and investigate complaints within a reasonable period. For a retailer supply complaint, customers may use the retailer's complaints process and, where eligible, the relevant independent dispute-resolution scheme. Customers may also seek available statutory, regulatory, tribunal or court remedies.

18. Changes to Terms and Conditions

AJES may update standard terms for changes in legislation, services or operations. Changes to agreed fees, cancellation rights, duration or other material obligations do not automatically alter existing agreements. Amendments must comply with the agreement and law, with written acceptance where required.

19. General Conditions

New Zealand law governs this Agreement. If a provision is unenforceable, the rest remains effective to the extent lawful. A failure to enforce a right once is not a permanent waiver. No assignment may remove mandatory customer protections. The accepted proposal, pricing schedule, these terms and any LOA are read together; specific negotiated terms prevail to the extent legally permitted. Nothing in an entire-agreement provision excludes legally protected pre-contract representations.

20. Acceptance and Authorisation

No signature table is included because AJES uses a separate LOA for defined agency permissions. However, signing an LOA is not automatically acceptance of this brokerage agreement or its fees. AJES must retain evidence of valid acceptance of these terms and the applicable pricing schedule. Where the Fair Trading Act 1986 rules for an uninvited direct sale apply, AJES must provide the prescribed written agreement and front-page disclosures, observe the statutory five-working-day cancellation period and accept cancellation by any method permitted by law. The 30-day contractual notice requirement does not replace those rights.

21. Contact Information

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