



## Alter Gas Meter/Service Position Agreement

ATCO agrees to provide, and **Customer** agrees to acquire, the Services in accordance with the attached Terms and Conditions.

No.	Description	Details
1	Customer/Property Owner details* <i>(* Mandatory field)</i>	Name: ..... Address: ..... ABN (if applicable) ..... Ph: ..... Email: .....  <p style="text-align: center;"><i>The Customer confirms that it is the registered proprietor of the Delivery Premises and warrants that if there are other registered proprietors of the Delivery Premises that the Customer has the consent and authority to enter this Agreement for and on behalf of each other registered proprietor.</i></p>
2	ATCO Details	ATCO Gas Australia Pty Ltd (ABN 90 089 531 975). 81 Prinsep Road, Jandakot, Perth WA 6164. Fax: 1800 219 133. Email: <a href="mailto:amp@atco.com.au">amp@atco.com.au</a> Ph: 13 13 56 (7:00am - 6:00pm, Monday – Friday)
3	Delivery Premises*	..... (If different from above – otherwise write “as above”).
4	Meter Number*	.....
5	Gas Fitter Details <i>(* required if altering meter position)</i>	Name: ..... Licence: GF..... Address: ..... Email: ..... Ph: .....
6	Type of Premise*	<input type="checkbox"/> Residential – please proceed to Item 7. <input type="checkbox"/> Commercial – On receipt of this application the customer will be contacted by an ATCO representative within 2 business days to organise a site visit, with Services and charges to be agreed.
7	Services and charges* <i>(please select only one)</i>	<input type="checkbox"/> Alter position of the existing gas meter on the property \$619.21 (including GST of \$56.29). <input type="checkbox"/> Alter position of gas service only, not affecting the position of existing gas meter \$619.21 (including GST of \$56.29). <input type="checkbox"/> Temporary disconnection of service \$317.01 (including GST of \$28.81). <input type="checkbox"/> Commercial request, \$_____ (excluding GST) for ..... .....  <p style="text-align: center;"><i>Note: ATCO does not conduct works downstream of the meter (e.g. connecting gas appliances to the gas meter) – you will need to arrange for a gasfitter to conduct the downstream work.</i></p>
8	Commencement Date	This Agreement will commence on the date that receipt of the signed application is acknowledged in writing by ATCO. An ATCO Representative will contact the customer within 2 business days from receipt of this application to co-ordinate a site visit or completion of works (whichever is applicable).
Customer Name:		Customer Acceptance:
		I accept ATCO's Terms and Conditions and charges. <input type="checkbox"/>
		Date:

**Once completed, please use the “Submit Form” button below (or email to [amp@atco.com.au](mailto:amp@atco.com.au)).**



## Terms and Conditions

### 1. ATCO's Basis for Entering this Agreement

ATCO enters this Agreement with the Customer on the following conditions (each of which conditions ATCO may require compliance with or waive at its option):

- (a) The Customer must be the registered proprietor of the Delivery Premises and warrants that if there are other registered proprietors of the Delivery Premises that the Customer has the consent and authority to enter this Agreement for and on behalf of each other registered proprietor. The Customer must provide ATCO with evidence to ATCO's reasonable satisfaction at its request of each person who is recorded as a registered proprietor of the Delivery Premises and ATCO may require each such person to be a party to this Agreement (as a Customer);
- (b) The Customer has informed ATCO of any and all building restrictions or any building conditions applicable to the Services and they are acceptable to ATCO; and
- (c) The Customer acknowledges and agrees that the Services may interrupt the supply of gas and/or other services to the Delivery Premises.

### 2. Services

- (a) The Services will be conducted by Personnel of ATCO (the relevant **ATCO Installer**).
- (b) The ATCO Installer will contact the Customer to arrange a time to conduct the Services after the Commencement Date.
- (c) The Customer must provide each ATCO Installer with all reasonable access to the Delivery Premises and at the times and for the period required for the Services.
- (d) The Customer must use reasonable endeavours identify and disclose any services (such as electricity and telecommunication cables etc) or other safety hazards at the Delivery Premises.

### 3. Gas Hazards

If anything is discovered or arises at any time in relation to the supply of gas at the Delivery Premises which ATCO, acting reasonably considers to be illegal or unsafe, ATCO may (without prejudice to any other right it may have) disconnect or otherwise stop the supply of gas to the Delivery Premises until the issue rectified and is safe.

### 4. Warranties

ATCO warrants and represents throughout the Term that:

- (a) it has
  - (i) the necessary experience, skill, knowledge and competence; and
  - (ii) all necessary rights, to perform the Services and to grant any licences granted or required to be granted under this Agreement;
- (b) the Services provided under this Agreement will be fit for their intended purpose as described in this Agreement; and
- (c) it will perform the Services in accordance with all Laws.

### 5. Australian Consumer Law – consumer guarantees

Other than as expressly set out in this Agreement, to the extent permitted by Law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from this Agreement.

If a supply under this Agreement is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in this Agreement excludes, restricts or modifies the application of any provision, including the consumer guarantees, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits ATCO to limit its liability, then its liability is limited to:

- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of Goods, the cost of replacing the Goods, supplying equivalent Goods or having the Goods repaired, or payment of the cost of replacing the Goods, supplying equivalent Goods or having the Goods repaired.

### 6. Termination

- (a) Prior to the Services being completed, either party may terminate this Agreement at any time on not less than 14 days' notice to the other party.
- (b) If the Services have commenced, the Customer must pay ATCO for those Services that have been duly rendered by ATCO in accordance with this Agreement up to the effective date of termination.

### 7. Liability

- (a) Subject to clauses 5 and 7(a)(ii), but despite any other provision of this Agreement, and to the maximum extent permitted by Law:
  - (i) Subject to clause 7(a)(ii) ATCO's total cumulative liability under or in any way connected with this Agreement or the provision of the Services is limited to the amounts paid by the Customer to ATCO as at the date of the claim;
  - (ii) If, in the course of providing the Services, ATCO opens or breaks up any sealed or paved surface, or damages or disturbs any lawn, landscaping or other improvement at the Delivery Premises, then ATCO will fill in any ground to restore it to approximately its previous level, but ATCO is not otherwise obliged to reinstate or make good, or pay compensation in respect of any damage to any such surface, lawn, landscaping or other

improvement other than in accordance with the Energy Operators (Powers) Act 1979.

- (iii) Neither party is liable to the other party for any liability for loss of revenue, loss of goodwill, loss of customers, loss of capital, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data, loss of anticipated savings or benefits, or any indirect, consequential or special loss, damage, cost or expense or other claims for consequential compensation, incurred by or awarded against you under or in any way connected with this Agreement or the provision of the Services.
- (b) This limitation and exclusion of liability applies whether such claim is made under statute, in tort (for negligence or otherwise), under an indemnity, in equity or otherwise, however, this clause does not limit a party's liability to the other party:
  - (i) for death, personal injury or damage to tangible property (other than the Deliverables themselves); or
  - (ii) for fraud or wilful breach of this Agreement.

### 8. Subcontracting

ATCO may subcontract the Services (or any part of them). ATCO remains responsible for all obligations, services and functions performed by any subcontractors to the same extent as if those obligations, services and functions were performed by ATCO.

### 9. Service Charges, Invoicing and Payment

- (a) ATCO will invoice Customer for the Service Charges as soon as practicable after ATCO's works have been completed.
- (b) The Service Charges are the only amounts payable by the Customer for the Services.
- (c) An invoice issued by ATCO under this Agreement will:
  - (i) specify the amounts due for payment in accordance with this Agreement;
  - (ii) comply with clause 10 and any other applicable Laws in respect of Taxes; and
  - (iii) be addressed to the Customer and identify this Agreement.
- (d) Customer must pay each invoice within 14 days of its issue.

### 10. GST

- (a) In this clause 12, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.
- (b) Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST exclusive', includes an amount on account of GST.

### 11. Privacy

- (a) The Customer acknowledges that ATCO may collect, use, hold and disclose the Customer's personal, credit related and confidential information where it is required under Law and in order to provide the Customer with the Services under this Agreement. The Customer agrees that ATCO may disclose this information to:
  - (i) ATCO's related companies;
  - (ii) ATCO's Personnel and other contractors of ATCO; and
  - (iii) the Customer's Gas Retailer,for these purposes and more broadly in connection with this Agreement.
- (b) The Customer acknowledges that ATCO may collect this information from the Customer, but ATCO may also collect this information from third parties (including credit reporting bodies).
- (c) If Customer provides ATCO with personal information about another person, Customer must have first told that person that their information will be provided to ATCO and make them aware of the matters in this privacy statement (and ATCO will assume this has occurred).
- (d) ATCO's detailed privacy policies are available at <http://www.atcoqas.com.au/Privacy>.

### 12. General

- (a) If there is any inconsistency between the Contract Details and these terms and conditions, the Contract Details will take precedence to the extent of that inconsistency
- (b) A provision or part of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts of the provisions of this Agreement continue in force.
- (c) This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter
- (d) This Agreement is governed by the Law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.