

**ATCO Gas Australia
Commercial Gas Connection Request (CGR)
Terms and Conditions
Version Jan2015**

1. Definitions

ATCO Gas Australia means ATCO Gas Australia Pty Ltd ACN 089 531 975

Authorised Representative means an officer, employee, contractor or agent of the Retailer, ATCO Gas Australia or the End Use Customer

End Use Customer means the customer as specified in Section A of the Commercial Gas Request (CGR) form

Retailer means the retailer as specified in Section A of the CGR form

2. Preliminary

- a) All fields on CGR Form marked * are mandatory and must be populated
- b) In accordance with the Energy Operators (Powers) Act 1979, ATCO Gas Australia and its representatives (including any employees, agents or contractors) are to have access to the End Use Customer supply address and the works at all times for the performance of its functions. The Retailer must ensure that unfettered access to the works and the End Use Customer supply address is provided by the End-Use Customer.

3. Assumptions on quotation

- a) The quotation has been based on information provided to ATCO Gas Australia by the Retailer (**Retailer Provided Information**) and other information readily available to ATCO Gas Australia at the time of making the estimate based on project and cost assumptions (**ATCO Gas Australia Information and Assumptions**).
- b) ATCO Gas Australia in providing the quotation relies upon the accuracy and completeness of the Retailer Provided Information.
- c) The ATCO Gas Australia Information and Assumptions are subject to change and may be incorrect or incomplete and ATCO Gas Australia makes no warranty or representation as to the accuracy or completeness of the ATCO Gas Australia Information and Assumptions.
- d) ATCO Gas Australia reserves the right to charge for any additional costs reasonably incurred as a result of incomplete or inaccurate Retailer Provided Information or changes in ATCO Gas Australia Information and Assumptions.
- e) If any of the works the subject of the quotation are modified, varied, amended or cancelled, the quotation shall become null and void and a new CGR must be submitted.

4. Take or Pay Obligation [*mains extensions and pipe laying only*]

- a) This clause 4 applies only where there is a Take or Pay obligation specified in item (b) of Section B of the CGR Addendum (**Take or Pay Obligation**).
- b) The volume of gas specified in the Take or Pay Obligation is the minimum amount per annum (**Minimum Annual Volume**) that must be taken for each 12 month period (**Gas Year**)

calculated from the date that the gas supply is first commissioned (**Start Date**) over a minimum period of 3 (three) years (**Minimum Term**).

- c) Where the total volume of gas taken in each Gas Year is less than or equal to the Minimum Annual Volume, the charges payable for each Gas Year of the Minimum Term shall be the Minimum Volume Amount calculated at the greater of either the tariff current on the Start Date or the prevailing tariff.
- d) Where the total volume of gas taken in each Gas Year is greater than the Minimum Annual Volume, the charges payable for each Gas Year of the Minimum Term shall be the actual volume taken for that Gas Year calculated at the greater of either the tariff current on the Start Date or the prevailing tariff.

5. Fluctuations from quotation [*mains extensions and pipe laying only*]

In some cases, actual costs may be higher than the quotation because of ground conditions and other impediments identified during a site visit and/or fluctuations in construction costs (including materials and labour).

6. Good faith in calculating quotation

- a) The quotation is provided by ATCO Gas Australia in good faith without viewing the supply address and based on the assumption that there will be no unusual or unexpected ground conditions or other impediments that may change construction costs.
- b) The quotation is indicative only and may be inaccurate and incomplete.
- c) To the extent permitted by law, ATCO Gas Australia accepts no liability for any errors or omissions or for any discrepancy between the quotation and the actual cost.

7. Terms of quotation and timing of works

- a) Quotations remain valid for 30 days from the date of issue.
- b) All prices quoted exclude GST (unless expressly included).
- c) The End Use Customer must carefully check the quotation and any supporting documentation to ensure that it accords fully with the End Use Customer's requirements.
- d) ATCO Gas Australia is not obliged to carry out any works until the completed Retailer Service Order is approved by ATCO Gas Australia and any payment conditions are complied with.
- e) Standard delivery time for a new meter set is 8 weeks from the date specified in 7 (d) above (excluding public holidays in Western Australia).
- f) No work will commence until:
 - i. the completed Retailer Service Order is approved by ATCO Gas Australia and any payment conditions are complied with; and
 - ii. the completion of all other pre-commencement requirements in these Terms & Conditions including (as applicable) supply address access, safety and security arrangements, and vegetation clearing.
- g) ATCO Gas Australia does not guarantee starting or completion dates for the works.

- h) Any delay to the commencement of the works caused or contributed to by the End Use Customer may result in additional charges being payable under these Terms and Conditions.
- i) ATCO Gas Australia shall not be liable to the End Use Customer for any delay, loss, damage, expense or costs arising in any way from the works or any quotation which is caused by or attributable to any cause or event which is not reasonably within the control of ATCO Gas Australia, the Retailer or the End Use Customer.
- j) Despite s67A of the Energy Operators (Powers) Act 1979, the Retailer shall be liable, on a full indemnity basis, for all costs associated with the repair of any third party damage to ATCO Gas Australia's assets, howsoever caused.

8. Safety, security and induction

- a) The End Use Customer must arrange and pay for any induction and training of ATCO Gas Australia Authorised Representatives and any safety and security arrangements at the supply address and other land (that is not owned or controlled by ATCO Gas Australia) which is needed for the carrying out, installation and maintenance of the works.
- b) ATCO Gas Australia if requested in writing prior to the commencement of works can provide safety and security equipment to safeguard the works.
- c) ATCO Gas Australia safety and security requirements will be notified prior to the work commencing and must be complied with by the End Use Customer and its Authorised Representatives.

9. Access and approvals

- a) The End Use Customer must apply for and obtain, at its own cost, all easements, approvals, licences and other rights reasonably required by ATCO Gas Australia to provide ATCO Gas Australia with a right of access to the supply address and other land (that is not owned or controlled by ATCO Gas Australia) which is needed for the carrying out, installation and maintenance of the works.
- b) The End Use Customer must apply for and obtain, at its own cost, all approvals necessary to perform the works.
- c) ATCO Gas Australia will not be required to commence the works until all access rights and approvals are obtained.
- d) A clear maintenance access path (minimum 600 mm wide, minimum clearance of 1000 mm in front and minimum clearance of 500 mm side and rear of the meter set) is required to be maintained by the End Use Customer at all times.
- e) A meter or meters will be sized to accommodate the nominated load/loads based on the load data supplied on the CGR form. As part of this process ATCO Gas Australia will need to conduct surveys (at frequencies determined by the impact on network system loads) in order to determine hourly flow profiles. If these surveys show that the meter is incorrectly sized then following discussion with the Retailer regarding any individual circumstances that may affect the End-Use Customer, in the sole discretion of ATCO Gas Australia, the metering installation may be reconfigured. ATCO Gas Australia reserves the right to charge for all costs associated with this process.
- f) In order to ensure unfettered access to the End-Use Customer's site any User Specific Facilities must be located along the inside edge (road frontage) of the property boundary. As part of the CGR request, the Retailer must submit a completed and signed Service Line and Meter Set Location Agreement. This will be a preliminary location proposal only with actual final positions to be determined by an ATCO Gas Australia Authorised Representative.

- g) Telemetry equipment must be installed on sites where the annual consumption is 10TJ's and above. Telemetry equipment is optional for all other sites.
- h) A contact number for the End-Use Customer must be provided. The number is for emergency purposes and the End-Use Customer must be contactable at all times. The Retailer must advise ATCO Gas Australia of any change to these details as soon as it becomes aware of the change.
- i) For sites that are due to be demolished, the Retailer must arrange for a qualified gas fitter to purge the supply lines, prior to any demolition works commencing.
- j) Receipt Point - Sub-Network details can be obtained from the ATCO Gas Australia website. The sub-network name on the CGR form must be included.
- k) With reference to the part of the CGR Form entitled 'Customer Operating Profile', when either '5 days per week' or '6 days per week' is selected by the Retailer, this information is used only for engineering assessments for site requirements.

10. Clearing of vegetation [*mains extensions and pipe laying only*]

Where specified in writing by ATCO Gas Australia, the End Use Customer must arrange and pay for clearing of vegetation as directed by an Authorised Representative of ATCO Gas Australia to be completed prior to commencement of the works. All clearing must be conducted in accordance with applicable environmental regulations and requirements.

11. Ownership of works

- a) The whole of the upstream gas network extension and equipment that forms the works is the property of ATCO Gas Australia and ATCO Gas Australia has the right to connect additional End Use Customers to any part of the upstream gas network extension and equipment.
- b) All intellectual property rights (including trademarks, copyright, inventions, patents, designs) in the works, the design drawings or related documents, are and at all times shall remain the property of ATCO Gas Australia.

12. Adverse conditions

- a) Adverse conditions will incur additional charges as reasonably assessed by ATCO Gas Australia when those conditions are encountered.
- b) The quotation is based upon assumptions of unimpeded access to the supply address, site conditions (site clear of vegetation and other impediments, sandy soil and clear of rock) and normal weather conditions. ATCO Gas Australia reserves the right to charge for any additional costs reasonably incurred.
- c) Any delays incurred as a result of the End Use Customer's action or inaction will result in additional charges, as reasonably assessed by ATCO Gas Australia.
- d) The End Use Customer will be notified prior to the work continuing where the additional costs are estimated to be greater than 20% of the quotation.

ATCO Gas Australia
Commercial Gas Connection Request (CGR)
TERMS AND CONDITIONS – PULSEHEADS
[for pulsehead requests only]
Version Jan2015

ATCO Gas Australia Pty Ltd ACN 089 531 975 of 81 Prinsep Road, Jandakot WA 6164 (referred to as Our, Us, and We)

and

Retailer (referred to as You, Your and Yours)

AGREE AS FOLLOWS:

Interpretation

- 1 All capitalised terms used in this document are as defined in this document.
- 2 This document is subject to the laws in force in Western Australia and We and You agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia.

Amendments

- 3 This document cannot be varied except by a document in writing signed by or on behalf of each of You and Us.

Installation and Removal

- 4 You grant Us permission to install at Your nominated premises, the Device described in Item 1 below and to carry out the Activities described in Item 2 below.
- 5 The Device must only be installed or removed by Our employees or approved contractors.
- 6 We will only remove the Device if requested by you, and upon payment of a removal fee.
- 7 You must not install, connect or attach anything to Our Infrastructure without prior written approval from Us.

Safety Requirements

- 8 Any wiring that connects the Device to Your equipment must be installed in accordance with Australian Standard requirement for electrical circuits in a zone 2 hazardous gas environment.
- 9 All intrinsically safe electrical equipment or wiring must comply with AS60079.25, AS60079.10, AS3000, AS2381.1, AS2381.7 (as amended and updated from time to time) and any other Australian Standards applicable or as required by Us.
- 10 You must install a hazardous area safety device (Safety Device) in accordance with any Australian Standards applicable or as required by Us.
- 11 The Device will not be installed until We have received a certificate of compliance from a licensed electrician confirming that:
 - a) a Safety Device has been installed; and
 - b) Your equipment complies with any Australian Standards applicable or as required by Us.

12 You agree to comply with Our Policies and Procedures, as amended from time to time.

13 The Safety Device must not be:

- a) housed in a box, unless the box has a see-through panel which allows the Safety Device to be seen clearly; or
- b) kept in a locked box.

Risk and Ownership of the Device

14 Risk, but not property in the Device will pass to You once the Device has been installed by Us.

15 The Device shall not be deemed to become a fixture and shall at all times be and remain Our property.

16 You may not alter or remove the Device without Our prior written approval.

Nuisance or Inconvenience

17 We shall:

- a) ensure all Activities are done properly and carried out as quickly as possible;
- b) cause as little inconvenience as is practicable to You and to any occupier of Your nominated premises and to anyone else; and
- c) cause as little disturbance as is practicable to Your nominated premises and any structures or fixtures on it.

No Warranty

18 You may not recover from Us, in contract or tort, under statute or otherwise, any amount with respect to any loss or profit, data or goodwill, or any indirect or consequential costs, loss or damage in connection with claims arising out of this document or otherwise relating to the Device, whether or not the likelihood of the loss or damage was contemplated.

19 Unless prohibited by law, no term, condition or warranty is implied except as expressly provided in this document or the Special Conditions.

20 We do not warrant:

- a) that the Device is suitable for your specific purposes or use
- b) that the Device is compatible with any third party systems or requirements; nor
- c) the reliability, accuracy or completeness of any data or information produced by or obtained from the Device

21 We, and Our employees, agents and contractors are not and shall not be liable to You, or any third parties in relation to the use of the Device, or any data or information that may be produced by or obtained from the Device.

22 If the Competition and Consumer Act 2010 (Cth), the Corporations Act 2001 (Cth) or any other legislation prohibits or otherwise precludes the restriction, modification or exclusion of any statutory warranty, guarantee, right, remedy or other benefit, this document does not restrict, modify or exclude the legislative provisions. We will not be responsible for the use or implementation of any of the data or information produced by or obtained from the Device.

Special Conditions

- 23 The Special Conditions (if any) detailed on the front page of this document apply to this document.
- 24 If there is any inconsistency between the Special Conditions and this document, this document prevails to the extent of the inconsistency.

Item 1

The Device to be installed by Us:

1. Pulsehead Device

Our Infrastructure means:

- a) the gas meter;
- b) the Device; or
- c) any other equipment or infrastructure associated with the supply or provision of gas.

Item 2

The Activities to be undertaken by Us:

1. Installation of the Device at Your nominated premises (Installation); and
2. On completion of Installation, testing and commissioning of the Device (Testing and Commissioning).