



**TERMS AND CONDITIONS FOR CONNECTION OF
COMMERCIAL
PREMISES TO JEMENA NSW GAS DISTRIBUTION NETWORK
(ANNUAL CONSUMPTION LESS THAN TEN (10) TERAJOULES)**

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INTRODUCTION

These terms and conditions comprise:

- This introduction
- **Part A:** Acceptance of *offer* and payment of *connection charges*
- **Part B:** Terms and conditions of providing the *service*
- **Annexure A:** *Site condition requirements*

What does this document apply to?

This document applies where *we* have made an offer to provide a *service* to establish a new connection of a commercial property to *our* gas distribution network.

This *service* is available where the *site condition requirements* in Annexure A are satisfied. If the *site condition requirements* are not satisfied, these terms and conditions do not apply (unless *we* agree otherwise) and *we* may withdraw the *offer* at any time prior to acceptance. If *you* have accepted the *offer*, clause 8.4 will apply.

The *offer* is an offer for a negotiated service because the *supply address* does not satisfy the requirements for a basic connection service under our Model Standing Offer (as the premises at the *supply address* are commercial or non-residential premises) and we do not have a standard connection service (as defined in the National Gas Rules). Therefore, the negotiated connection process set out in the National Gas Rules (Part 12A) applies to *your application*. If *you* would like more information on the negotiated connection process, please visit *our* website at www.jemena.com.au.

What does Part A of this document do?

Part A details the acceptance process and details about any *connection charge* payable in relation to the *service*.

What does Part B of this document do?

Part B sets out the terms and conditions that apply to *you* and *us* in relation to the *connection work*, including the steps that both *you* and *we* are required to undertake so that the *connection work* can be undertaken.

Privacy Policy

Our Privacy Policy is available on *our* website www.jemena.com.au.

Understanding this document

Italicised words in this document have the meaning given to them in the Dictionary in clause 15.

Please ensure *you* read this document. If *you* have any queries in relation to this document then please visit *our* website www.jemena.com.au or contact *our* New Connections Team as follows:

New Connections Team
Jemena Gas Networks (NSW) Ltd
PO Box 1220
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Phone: 1300 137 078
Fax: 02 9867 7453
Email: newhomeconnections@jemena.com.au

PART A: ACCEPTANCE OF OFFER & PAYMENT OF CHARGES

1. Accepting the offer

1.1 How to accept the offer?

Where the *application* was submitted through *our electronic business system* – you must accept the *offer* electronically through that system. Where the application was submitted otherwise than through *our electronic business system* – you must accept the *offer* in accordance with the instructions set out in the *offer*.

Alternatively, where agreed by *us*, you may accept the *offer* by issuing a purchase order to *us*.

1.2 How long is an offer open?

The *offer* remains open for acceptance for 20 *business days* from the date of the *offer*, or such longer period specified by *us* in the *offer* or otherwise agreed by us.

If you do not accept the *offer* within the applicable period the *offer* will lapse.

1.3 Withdrawal or termination of offer

We reserve the right to withdraw the *offer*, or revise the terms and conditions of the *offer*, at any time before the *applicant* accepts the *offer*, by providing notice to that effect to the *applicant*.

2 Connection charge

2.1 If a *connection charge* is payable, this will be set out in the *offer*.

2.2 The *connection charge* is payable in consideration of us providing the *offer* and undertaking the connection work.

2.3 Where you are not a *retailer*, you acknowledge that:

- (a) we will invoice *your retailer*¹ for the *connection charge* and you agree to pay the amount of the *connection charge* to *your retailer* on demand;
- (b) *your retailer* will be entitled to delay raising the *B2B transactions*² until they have reached suitable arrangements with you for payment of the *connection charge*.

2.4 The *connection charge* is calculated as follows:

- (a) Where a charge for the *service* is specified in, or otherwise determined by reference to, legislation or under *our access arrangement*, the *connection charge* is equal to that amount.

¹ *Your retailer* includes a retailer allocated to the supply address under clause 4.

² As we will not commence the *connection work* until the B2B transactions are raised (see clause 7, delays by *your retailer* in raising the B2B transactions will delay commencement of the work.

(b) Otherwise:

- (i) the *connection charge* (if any) is the amount by which we estimate that the present value of the capital expenditure for the relevant connection assets exceeds the present value of the expected incremental revenue. Depending on the *service* being provided and the nature of the site, it may include costs associated with the connection of the *supply address* to the main, or of a mains extension, service pipe work, or the supply and installation of a meter set including the pressure regulator. These forecast costs are then offset against the forecast annual gas load for the *supply address*, and
- (ii) in developing the *connection charge*, we have made assumptions about various matters including capital costs, incremental operating costs, required rate of return, inflation and annual gas consumption at the *supply address*.

PART B: TERMS AND CONDITIONS OF PROVIDING THE SERVICE

3 Formation of Agreement

Upon acceptance of the *offer* by *you* under clause 1, *you* are taken to have entered into an agreement with *us* to carry out the *connection work* on the terms and conditions set out in the *offer* (**agreement**). The information contained in the *application* is incorporated into and forms part of the *agreement*.

4 Retail gas agreement for *supply address*

4.1 Where retail gas agreement is in place at time of application

If a *retail gas agreement* is in place when *you* make the *application*, then *you* must notify *us* of the identity of the *retailer* at the time of making the *application*.

You must also provide the customer number allocated by the *retailer*.

If a *retail gas agreement* is in place but *you* do not notify *us* of this when making the *application*, clause 4.2 will apply.

4.2 Where no retail gas agreement is in place at time of application

Where there is no *retail gas agreement* in place when *you* make the *application*, or *you* do not notify *us* of the *retailer* under clause 4.1, *you* agree that:

- a) if we have an appropriate arrangement in place with one or more *retailers* (whereby those *retailer(s)* have agreed to be nominated as *retailer* for the *supply address*), we will (unless we agree otherwise with *you*) nominate a *retailer* to sell gas to the *supply address*; or
- b) if we do not have such arrangements, we will be entitled to reject the *application*, to not proceed with the *application* until a *retail gas agreement* is in place, or to establish the connection and leave the meter wadded or locked.

If we nominate a *retailer* under this clause 4.2(a), that *retailer* is deemed to be *your retailer* for all purposes under this document.

4.3 Information regarding retail gas agreement

You confirm that any *retail gas agreement* described by *you* is in place with the *retailer* identified by *you* and *you* acknowledge that *we* rely on that confirmation.

You must provide such further information as *we* reasonably require, verifying the accuracy of any information given to *us* under the *application* or this clause 4.

4.4 Commencement of gas delivery

We will not be obliged to commence the delivery of gas to the *supply address* until:

- a) the relevant *retailer* has confirmed to *us* that a *retail gas agreement* is in place or *we* have confirmed this with the *retailer*; and
- b) the *retailer* has entered into a transportation agreement with *us* under *our access arrangement* for the delivery of gas to the *supply address*.

4.5 Change of retailer

The nomination by *us* of a *retailer* under clause 4.2 does not restrict or prevent *you* or the *client* (if *you* are not the owner or occupier of the *supply address*) from subsequently choosing a different *retailer* at any time after the connection has been established at the *supply address*.

4.6 Applications lodged by retailers

Clauses 4.1 - 4.5 do not apply if *you* are a *retailer*.

5 Description of the connection work

5.1 Unless specified to the contrary in the offer, the *connection work* comprises:

- (a) providing a connection from *our* gas distribution network to the *supply address*, and supplying both the annual and peak load that were nominated in the *application*. If a peak load was not nominated, then the *offer* is based on an assumed peak load of 320MJ/h;
- (b) supplying and installing the pipework from the gas main to the point of connection, which will be a path valve installed by *your* plumber 225mm outside the property boundary of the *supply address*, in the street nominated by *us* in the *offer*. If no street is nominated in the *offer*, then the path valve is to be located in a street reasonably determined by *us*; and
- (c) supplying appropriate metering equipment.

5.2 You are responsible for all other work required to connect the *supply address* to our gas network, including installing the meter set and installing the client service pipe from the meter to the path valve and fitting the path valve (**service line work**). You must ensure that the *service line work* is carried out by a licensed gasfitter in accordance with the *safety and technical requirements* and all other legislative or regulatory obligations applying to the service line work.

6 Gardens, driveways and other hard surfaces

- 6.1 To the extent reasonably practicable, *we* will endeavour to minimise disturbance to building surfaces, gardens and driveways while carrying out the *connection work*.
- 6.2 The *connection work* does not include the reinstatement of any surfaces including gardens, and *you* will be responsible for having any existing turf re-laid and top soil spread upon completion of the *connection work*.
- 6.3 Where the *connection work* causes damage or destruction to hard surfaces such as driveways or paths, *we* will provide a temporary repair in the form of a black top mix. However, the *connection work* does not include full restoration of hard surfaces to the original condition, which is *your* responsibility.
- 6.4 The *connection work* does not include repair or restoration of damage caused to building surfaces.

7 Timing of connection work

7.1 We will endeavour to commence and complete the *connection work* within the period specified in the offer, with that period commencing from the time that:

- (a) *you* have accepted the *offer* and provided any information required under clause 4, and
- (b) the *B2B* transactions have been raised by *you* (if you are a retailer) or by *your retailer* (if you are not a *retailer*), and
- (c) any special conditions specified in the *offer* have been satisfied (or waived by *us* in writing)

or a later time agreed with *you*. If no period is specified in the *offer*, we will endeavour to commence and complete the *connection work* within a reasonable period after satisfaction of paragraphs (a) – (c) above.

7.2 Factors that may cause a delay to or prevent the commencement or completion of the *connection work* include, but are not limited to:

- a) requirement for traffic control (see clause 7.5);
- b) inclement weather;
- c) unforeseen ground conditions;
- d) the conduct of other works at or in the vicinity of the *supply address*; and
- e) *your* failing to comply with *your* obligations under this document (including the *site access requirements* in clause 9 and approvals requirements in clause 10); and
- f) delays in raising the *B2B transactions* including (where *you* are not a *retailer*) where *you* have not made suitable arrangements with *your retailer* for payment of any *connection charge*.

7.3 Where we determine that traffic control is required to perform the *connection work*, then we will arrange for an approved traffic management plan prior to commencing work. This will involve additional lead time estimated to be 4 to 6 weeks. The costs associated with this plan and traffic control are included in the *connection charge*.

8 Site information and compliance with site condition requirements

8.1 *You* must provide us with:

- a) all information about any risks, hazards or other actual or potential issues known to *you* that could reasonably be expected to affect the nature, cost or timing of the *connection work* as early as possible before commencement of those works;
- b) all other information we reasonably require at any time relating to the rights and obligations of *you* and *us* under this *agreement*.

8.2 *You* must also notify us immediately if:

- a) any information previously provided by *you* is no longer accurate; or
- b) *you* become aware of any matter or thing that might reasonably be expected to affect the nature, cost or timing of the *connection work*.

8.3 *You* acknowledge and agree that we rely on the accuracy of all information you provide to us, including the *site information*:

- a) to determine whether the property at the *supply address* meets the *site condition requirements* for the *service*;
- b) to prepare the *offer* including calculating the *connection charge*; and
- c) in carrying out the *connection work*.

- 8.4 You accordingly confirm the accuracy of that information and that the *supply address* satisfies the applicable *site condition requirements*. If that information is found to be inaccurate³, or the *site condition requirements* cease to be satisfied, or you fail to comply with clause 9, or you request a variation to the connection at the *supply address* (“**change in circumstances**”), then we will re-assess the suitability of the *supply address* for the *service* and may:
- a) if the *offer* has not been accepted by you, withdraw the *offer* and issue a revised offer; or
 - b) if the *offer* has been accepted by you:
 - i) terminate the *agreement* and take no further action to perform the *connection work*, or
 - ii) terminate the *agreement* and provide you with a revised offer.

Any charge payable under a revised offer will be set out in that offer, together with the manner in which those charges are to be paid.

9 Site Access

- 9.1 You must:
- a) ensure that we and all our authorised representatives are provided with safe and unhindered access to the *supply address* to enable us to carry out the *connection work*; and
 - b) comply with all reasonable requests made by us and our authorised representatives in relation to *supply address* access.
- 9.2 Failure by you to comply with this clause 9 will be treated as a *change in circumstances* and clause 8.4 will apply.

10 Approval of affected parties

- 10.1 You are responsible for obtaining at your own cost written approval from all affected parties and relevant statutory authorities for us to carry out the *connection work* (except in relation to traffic management), including the consents referred to in clauses 10.2 and 10.3. We will not be obliged to commence the *connection work* until such approvals are provided.
- 10.2 Without limiting clause 10.1, the consent of the *land owner* at the *supply address* must be obtained where:
- a) you are a *residential customer* and you are not the *land owner*, or
 - b) you are not a *residential customer* and neither you or the *client* is the *land owner*.
- 10.3 Where you are not a *residential customer*, or where you are a *residential customer* and clause 10.5 applies, you must also ensure that you have obtained the written consent of any individual whose *personal information* will be provided to us for that individual's *personal information* to be provided to us and other parties (such as a *retailer*), and for us and those recipients to collect, use and disclose the information:
- a) for the purposes of the *connection work*, for the supply of gas to the *supply address*, and for related or ancillary purposes and any other purposes identified in our privacy policy from time to time; and

³ Including where it is identified that the quantity of gas taken through the meter will, or can reasonably be expected to, exceed 10TJ per annum.

b) in compliance with all applicable laws, including the Privacy Act 1988 (Cth).

As part of this, *you* must ensure that the individual is aware of the matters identified in Australian Privacy Principle 1.4 when *you* collect the *personal information*, including the matters set out in *our* privacy policy.

10.4 Where *you* are a *residential customer*, *you* acknowledge that by signing the *application* *you* consent to the provision of *your personal information* to *us* and other parties (such as a *retailer*), and for *us* and those recipients to collect, use and disclose the information:

a) for the purposes of the *connection work*, for the supply of gas to the *supply address*, and for related or ancillary purposes and any other purposes identified in *our* privacy policy from time to time; and

b) in compliance with all applicable laws, including the Privacy Act 1988 (Cth).

As part of this, *you* acknowledge that *you* are aware of the matters set out in *our* privacy policy.

10.5 Where *you* are a *residential customer* and *you* have provided *personal information* of another person, then *you* must comply with clause 10.3 in relation to that person's information and details.

11 Gas Installation Compliance Certification

You must ensure a certificate of compliance for each new *gas installation* at the *supply address* is provided to *us* by a *licensed gasfitter* promptly after the *gas installation* is completed.

Note: The law requires that work in relation to a *gas installation* at the *supply address* must be carried out by or under the immediate supervision of a *licensed gasfitter* and in accordance with all relevant legislation and statutory instruments.

12 Use of gas at the premises

You must ensure that all gas appliances (including customer installation pipework) located at the *supply address* are installed in accordance with applicable laws and standards and by an appropriately qualified person.

You and the *client* (if any) accept all risks in respect of the control and use of gas at the premises located at the *supply address*.

13 Termination

If, other than as a result of a breach of the *agreement* by *us*, the *connection work* is not completed within 90 days of the *B2B* transactions being raised, or such later date agreed by *us*, *we* may terminate the *agreement* on written notice to *you*.

We may also terminate the *agreement* if the *B2B transactions* have not been raised within 45 *business days* of the date of acceptance of the *offer*.

In both of these cases, on *your* request, *we* will provide *you* with a new offer to provide the *service*, which *you* may accept in accordance with the terms of that revised offer.

We may also terminate the *agreement*:

(a) pursuant to clause 8.4, or

(b) where agreed with *you*, or

- (c) where a contract has been created upon acceptance of the *offer*, and a credit assessment of the *applicant* indicates that it is not creditworthy.

14 Limitation of Liability

14.1 Liability under law or consumer guarantee

If any law or consumer guarantee applies to any goods or services we supply as part of providing the *connection work* under this agreement then our liability (if any) for any failure to comply with that guarantee in connection with any goods or services is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.

14.2 Liability – general

- (a) Subject to clause 14.1 and paragraph (c), and as far as the law permits, we are not liable for any loss *you* may suffer (including, without limitation, where caused by any negligent or wilful act or omission by *us* or by any other person) arising:
 - (i) from any breach of the terms of the *agreement* by *us*; or
 - (ii) in relation to *the connection work* undertaken by or on behalf of *us*, including the carrying out (or failure to carry out) the *connection work*, and the timing of that *connection work*.
- (b) In relation to the use of gas at the premises located at the *supply address*:
 - (i) *you* must ensure that all appliances that require a supply of gas are installed in accordance with applicable laws and standards and by an appropriately qualified person (see in particular clause 11 above);
 - (ii) *you* acknowledge and agree that *we* are not responsible for, and *you* accept all risks in respect of, the control and use of gas at the premises located at the *supply address*; and
 - (iii) *you* indemnify *us* against (and therefore must pay *us* for) loss or damage suffered by *us* arising in connection with the control and use of gas at the *supply address*.
- (c) If *you* are a *small customer*, this clause 14.2 does not operate to limit our liability for our breach of the agreement or our negligence.

14.3 Indemnity

- (a) *You* release and indemnify *us* against any claim or proceeding that is made, threatened or commenced against *us*, and any cost, liability, loss, damage or expense (including legal and other professional costs on a full indemnity basis) that *we* may incur or suffer, as a direct or indirect result of *your* failure to comply with any applicable legislation (including the Privacy Act 1988 (Cth)), or failure to secure any necessary consent.

- (b) You agree to indemnify *us* and *our* related bodies corporate (together the ***indemnified parties***) for any damages, costs, expenses, claims and demands suffered by the *indemnified parties* and against all liability in respect of any claim which may be taken or made against any *indemnified parties* including, without limitation, any claim relating to:
- (i) loss of, or damage to, or loss of use of, any real or personal property; or
 - (ii) personal injury, disease or illness (including mental illness) to, or death of, any person,
- arising from or in connection with:
- (iii) a breach of the *agreement* by *you* (or any of *your* employees, contractors or agents);
 - (iv) any failure by *you* (or any of *your* employees, contractors or agents) to comply with applicable laws; or
 - (v) any work undertaken at the premises located at the *supply address* by *you* (or any of *your* employees, contractors or agents).
- (c) We hold the benefit of this indemnity granted in its favour on trust for *ourselves* and the other *indemnified parties*.

15 General

- 15.1 The agreement comprises the entire understanding of the parties. Any previous negotiations, understandings, representations, warranties or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by the agreement and will have no legal effect.
- 15.2 If for any reason any of the terms of the *agreement* are held to be invalid, illegal or unenforceable by any court or administrative body, all other terms of the *agreement* will remain in force.
- 15.3 Any reference in this document to legislation, regulations, rules and other statutory instruments is a reference to the relevant document as amended or replaced from time to time. References to a “clause” are to clauses in this document.
- 15.4 The *agreement* will be governed by the law applicable in New South Wales.
- 15.5 Clauses 8 and 14, and *your* obligations in clauses 4.3, 10.3, 10.4, 10.5, 11 and 12 survive termination of the *agreement*.
- 15.6 The terms set out below have the following meanings in this document.
- access arrangement*** means *our* access arrangement for *our* gas distribution network, as in force from time to time under the National Gas Law.
- agreement*** has the meaning given to that term in clause 3.
- applicant*** means the person who lodged the *application*.
- application*** means, as applicable, the *application* form for a *service* at the *supply address*, in the form published on *our* website, or the completed form lodged by

you (including through *our electronic business system*) requesting a *service* at the *supply address*.

B2B transactions means the service order transactions required to be raised by a *retailer* under the applicable retail market procedures order to initiate a new gas connection to *our network*.

business day has the meaning given to it in section 2 of the National Energy Retail Law.

change in circumstances has the meaning given in clause 8.4.

client means the owner or occupant of the *supply address*.

connection charge means the charge specified in the *offer*.

connection work means the work described in clause 5 and the *offer*.

electronic business system means *our* electronic business system used by *us* for gas market business transactions with *retailers* and *our* electronic portal.

gas installation means the installation of equipment beyond the point of termination of the *connection work* required to provide a supply of gas to the premises at the *supply address*.

land owner means the owner of the *supply address*.

licensed gasfitter means a gasfitter appropriately licensed by under the *Home Building Act 1989* (NSW), *Home Building Regulation 2004* (NSW) and the *Gas Supply (Consumer Safety) Regulation 2012* (NSW).

NGR means the National Gas Rules.

offer means the offer to connect the *supply address* to *our* natural gas distribution network made by *us* to *you* in the form of:

- a) an offer letter (including an offer acceptance sheet) which incorporates these terms by reference or to which this document is attached; or
- b) an electronic offer made through *our electronic business system*

and which incorporates the terms and conditions set out in this document, in each case subject to any variations made pursuant to clause 8.

our, we, us or Jemena means Jemena Gas Networks (NSW) Limited ABN 87 003 004 322.

personal information has the meaning given to it under the Privacy Act (1988) (that is information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable e.g. an individual's name, signature, address, telephone number).

residential customer has the meaning given to it in the National Energy Retail Law (that is, a customer who purchases energy principally for personal, household or domestic use at premises).

retail gas agreement an agreement with a *retailer* for the sale of natural gas to the *supply address*.

retailer means a retailer as defined in the National Gas Law (that is, a person who is the holder of a retailer authorisation issued under the National Energy Retail Law in respect of the sale of gas).

safety and technical requirements means all relevant gas industry rules and standards, including:

- a) the Jemena Network Operator Rules which can be found on *our* website:
- b) AS/NZS 4645 Gas distribution networks (series comprising AS 4645.1 Network Management, AS 4645.2 Steel Pipe Systems and AS 4645.3 Plastic Pipe Systems); and
- c) AS 5601 Gas installations, which provides limiting conditions for copper tube, fittings and jointing.

Note: We may accept an operating limit of 400kPa for Type A and B Copper Tube. Composite pipe cannot be used. AS 5601 also applies in relation to venting of pressure reduction equipment and/or pressure limiting devices.

service means the connection service described in the *offer* and in the Introduction.

site condition requirements means the conditions set out in Annexure A.

site information means the site plans and information provided by *you* prior to commencement of the *connection work*, including information set out in the *application*.

small customer has the meaning given to it in the National Energy Retail Law (that is, a *residential customer* or a business customer who consumes less than one terajoule of gas per year).

supply address means the address specified in the *application*.

you and **your** means the *applicant*.

15.7 Complaints

- (a) If you have a query, complaint or dispute relating to the agreement you may contact us:
 - i) by telephone on 1300 137 078;
 - ii) electronically via the feedback form on *our* website www.jemena.com.au;
 - iii) by email: customerrelationsnsw@jemena.com.au; or
 - iv) by post: Customer Relations, PO Box 1220 North Sydney NSW 2059.
- (b) If you make a complaint, we must respond to your complaint in accordance with our standard complaints and dispute resolution procedures, found on our website or provided on request, and inform you:
 - i) of the outcome of your complaint; and
 - ii) if you are not satisfied with our response and you are a *small customer*, you have a right to refer the complaint to Energy and Water Ombudsman of NSW (EWON) on 1800 246 545 or by visiting the following website: www.ewon.com.au

ANNEXURE A: SITE CONDITION REQUIREMENTS

Site condition requirements for commercial *connection service*

The *supply address* must satisfy each of the following requirements:

- a) the *supply address* will be commercial or non-residential premises;
- b) annual consumption is forecast to be less than ten (10) terajoules; and
- c) where no peak load was specified in the *application*, the peak load will be 320MJ/hr.