



**TERMS AND CONDITIONS FOR CONNECTION ALTERATION SERVICES  
(METER UPGRADE/DOWNGRADE) OF PREMISES  
CONNECTED TO JEMENA NSW GAS DISTRIBUTION NETWORK  
(ANNUAL CONSUMPTION LESS THAN TEN (10) TERAJOULES)**

**2 MAY 2016**

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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 alter the meter set at a supply address connected to *our* gas distribution network (***connection alteration service***).

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](http://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](http://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](http://www.jemena.com.au) or contact *our* New Connections Team as follows:

New Connections Team  
Jemena Gas Networks (NSW) Ltd  
PO Box 1220  
North Sydney NSW 2059  
Phone: 1300 137 078  
Fax: 02 9867 7453  
Email: [newhomeconnections@jemena.com.au](mailto: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*.

#### **1.4 Where regulator upgrade is offered**

Where we advise you that we will perform a regulator upgrade and you contact us to arrange for the performance of that work, we will be taken to have made, and you will be taken to have accepted, an *offer* to upgrade the regulator on these terms and conditions. Where the *supply address* is a detached residential property, unless specified to the contrary in the *offer* the regulator upgrade will be provided free of charge.

### **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 Except where you are a *retailer* the *connection charge* must be paid in full at the time the *offer* is accepted or by some later time notified by *us*. If the *connection charge* is not paid by that time, the *agreement* will (unless we advise otherwise) automatically terminate and we will not undertake the *connection work*.
- 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.

(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* acknowledge that *we* may, but are not obliged to, notify *your retailer* that *you* have made the *application* and that *we* will be performing the *connection work*.

#### **4.2 *[Not used]***

#### **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 *Applications lodged by retailers***

Clauses 4.1 and 4.3 do not apply if *you* are a *retailer*.

### **5 Description of the connection work**

- 5.1 Unless described otherwise in the *offer*, the *connection work* comprises the upgrade or downgrade of the meter set or metering equipment at the *supply address* to meet changes in expected gas consumption as set out in the *application* including, where necessary, modification of the *client service pipe*. The *connection work* will be reasonably determined by *us* having regard to the *safety and technical requirements*.
- 5.2 *You* are responsible for all other work arising from the change to gas consumption and the meter alteration at the *supply address*.

## 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*, paid the *connection charge* and provided any information required under clause 4, and
  - b) [not used]
  - 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) to (c) above.

- 7.2 [not used]
- 7.3 [Not used]
- 7.4 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).
- 7.5 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. 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 inaccurate<sup>1</sup>, 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.

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<sup>1</sup> 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.



- 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
  - 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 acceptance of the offer or such later date agreed by *us*, *we* may terminate the *agreement* on written notice to *you*.

In this case, 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*.

**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 meter 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 provide a *connection alteration service* at the *supply address* 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*, including an email advising that a free regulator upgrade will be provided

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** means 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 alteration 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](http://www.jemena.com.au);
  - iii) by email: [customerrelationsnsw@jemena.com.au](mailto: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](http://www.ewon.com.au)

## ANNEXURE A: SITE CONDITION REQUIREMENTS

### Site condition requirements for *connection alteration service* (meter upgrade/downgrade)

The annual consumption of gas at the *supply address* is forecast to be less than ten (10) terajoules.