

**Standard terms and conditions.
Tas Gas Retail gas supply agreement
for Residential and Commercial
Customers.
Version 6: 23rd January 2012**

Standard Terms and Conditions for Residential and Commercial Customers

The terms and conditions in this Retail Gas Supply Agreement govern the sale and supply of Natural Gas to Residential and Commercial customers and are offered in accordance with relevant Gas Laws.

For the purpose of these terms and conditions, the Seller is Tas Gas Retail Pty Ltd (ABN 90 110 370 726) trading as Tas Gas Retail, or its assigns.

For the purpose of these terms and conditions, the Customer (End-Consumer) is the person who has agreed by this contract to take a supply of Gas purchased from Tas Gas Retail at the Supply Address as per the details included in your Application.

At our discretion this agreement can be signed with more than one person as the customer and as such your account with Tas Gas Retail can be in more than one name. If this occurs, each person named on the account individually and jointly has the responsibilities of the customer and will be responsible for the payment of all charges.

1 Sale and Purchase of Gas

1.1 Sale of gas

We will sell you gas and associated services and arrange for the delivery of gas to your supply address under the terms and conditions in this agreement.

Commercial Customers

- a) As a commercial customer your anticipated gas consumption is detailed in your Application. If at any time you exceed or expect to exceed 5TJ per annum, we may require you to contract directly with the Distributor for distribution services. We will still supply you gas but under an individual Gas Supply Agreement.
- b) If you anticipate consuming more than 1 TJ of gas per annum we may offer you an individualised tariff which may include fixed term pricing, different fixed monthly charges and individual gas charges. Under these conditions, we will negotiate an individual price with the Distributor for your account.
- c) If you consume more than 5TJ per annum we reserve the right to change our agreement with you.

Residential Customers

- d) As a residential customer you can use as much gas as you want, provided it is for domestic purposes (including home offices). If you are supplied under a residential agreement and use is for commercial purposes, we can charge you the commercial tariff rate and backdate your account to the date you started using gas for commercial purposes.

All customers

- e) Your service capacity is limited by the meter installed. If you require a higher capacity we can arrange for a larger meter to be installed but may charge you for the installation.
- f) These terms and conditions allow us to turn off or restrict your gas supply in some situations.
- g) You shall not allow gas supplied by us to your supply address to be used at another premises.
- h) You shall not supply gas to any other person unless permitted by regulatory requirement or by agreement with us.
- i) You shall not tamper or permit tampering with the gas meter or associated equipment. This expressly forbids bypassing the meter or reconnecting the meter if the Distributor has disconnected it.

1.2 Purchase of Gas

You will pay us for:

- a) The gas we provide to you on the agreed tariff.
- b) The services used to deliver gas to your Supply Address.
- c) Any additional fees that are contemplated in this agreement subject to the gas laws, and any standard fees we charge in situations where you fail to comply with this agreement or the gas laws, such as disconnection fees.

- d) These fees are included in our current customer charter.

1.3 Passing of Ownership

Risk and title, in relation to the gas supplied to you by Tas Gas Retail passes to you at the point where your home or business connects to the Distributor's meter.

2 Term of this agreement

2.1 Commencement

This agreement will begin on the commencement date nominated in your Application, or the earliest day after that date on which the Distributor completes your network connection.

2.2 Duration

This agreement has an initial term of 12 months. After the initial term expires we will continue to supply you gas under these terms and conditions until either:

- a) You terminate the agreement as detailed below, or
- b) We terminate the agreement as detailed below.

2.3 Termination by you

After the initial term of 12 months from the commencement date, you can terminate this agreement by providing us with 14 days notice in writing. In some cases your initial term may be 3 years by mutual agreement.

If you intend to leave your supply address, you can terminate this agreement by providing us;

- a) At least three (3) business days notice of the date you will vacate your supply address, and a forwarding address for your final account.
- b) If you do not notify us that you are vacating your supply address, you will be responsible for any gas used and charges incurred for 3 days after we receive such notice or become aware that you have vacated the supply address, or until a new customer commences taking gas at the supply address, whichever occurs first.

2.4 Termination by us

If you have been disconnected for breaching this agreement and where regulations permit, we can terminate your supply agreement by giving you 28 days notice in writing. After the initial term we may terminate this agreement by providing you with 28 days notice to enable you to secure an alternate retailer.

2.5 Effect of Termination

When this agreement is terminated, we are no longer obliged to supply or sell you gas. You are obliged to pay any outstanding account including interest (as permitted by the Regulator) to us. For a period of 6 months after termination (unless you vacate the premises) you must also maintain clear and safe access to the meter for the Distributor, their agent or us expressly for the purpose of removing the meter and / or making a safe isolation.

3 Billing and Payment

3.1 Customers using more than 1000GJ per annum will receive an account every month. All other customers will be billed quarterly unless a special arrangement has been made based on your consumption.

3.2 We will issue the invoice to you at the address nominated by you in your Application. Alternately where you have made written request, we will issue the invoice to your agent or person authorised to act on your behalf at an address specified by you.

3.3 Your invoice will contain the following details separately itemised.

- a) Any service charge or fixed fee
- b) Charges for gas consumption
- c) Any other charges in connection with the supply and sale of gas to you, such as disconnection fee, whether the charges are due to your request for such services or your failure to perform obligations under this agreement of the Retail Code.

- d) The separate GST amount.
- e) Where we provide other goods or services to you we shall:
 - i. Include the goods and services as a separate item on your invoice,
 - ii. Apply payments as directed by you in regard to other goods and services provided, and
 - iii. Where you do not direct how payments are to be allocated, we shall apply payments to the charges relating to the supply and sale of gas to you before applying any portion to the other goods and services.
- f) Any particulars required by the Retail Code will be included on each invoice issued by us to you.

3.4 Payment

You agree to pay us the full amount shown on each invoice including GST by the Due Date shown on the invoice.

You will receive a reminder notice if the account remains unpaid for 12 business days after the due date.

If your account is not paid within 14 days of its due date, you may be required to pay interest at 18 % and/or a late fee on the outstanding amount of the account. A notice to request disconnection will be sent to you 14 days after the reminder notice has been issued.

If your account is unpaid for 6 business days after the disconnection notice has been issued, we will instruct the Distributor to disconnect your supply and associated charges will be applied to your account.

We may charge you additional amounts if your payment is dishonoured and we incur a fee, or as permitted by the gas laws.

3.5 Your payment options

You may make payments to us by:

- a) payment in person at authorised Australia Post Shops, or
- b) by direct debit into our account, or
- c) by credit card, or
- d) by mailing us a cheque.

We may make other payment options available and will notify you through the process detailed in the Variation and Notification section.

3.6 Payment difficulties

If you are unable to pay the account by the due date, you must contact us to arrange for payment. We will offer you a range of options consistent with the Retail Code and will only request your disconnection if we are unable to agree on a payment plan.

3.7 How your account is calculated.

Subject to the gas laws, your invoice will be based on the fixed daily fees and your gas consumption for the billing period. Your gas consumption is calculated from the readings taken from your meter. Where a meter reading has not been possible, or when an interim invoice is requested, we will provide you with an estimated gas consumption based on:

- a) information you provide to us on the meter reading, or
- b) your prior account history, or
- c) standard industry profile figures for the billing period.

Where we estimate your consumption, this will be clearly indicated on your invoice. The invoice following the next available meter reading will include a separate correction for this estimate. The Retail Code requires that your meter be read at least once every twelve (12) months.

3.8 Metering

We (and the Distributor) shall comply with the relevant metering standards as prescribed in the gas laws, in particular relating to service, installation and accuracy.

3.8.1 Your meter reads the volume of gas that flows into your supply address. Your invoice will be based on the amount of energy contained in that volume of gas calculated using the heating value of the gas measured at various locations.

3.8.2 The meter at your supply address is the property of the Distributor. You must provide clear, safe and unhindered access to the supply address for us, the Distributor and their agent for the purpose of:

- a) meter reading,
- b) connection and disconnection,
- c) inspection, repair and testing the installation,
- d) maintenance of the distribution system. Where a hazard or threat (such as a dog) exists at your supply address, you must notify us and then take all necessary steps to remove that hazard or threat to the Distributor, their agent or us.

3.8.3 Except in case of emergency or suspected illegal use of gas, we will use all reasonable endeavours to provide adequate notice regarding access to your supply address for planned maintenance work on your service installation or any other part of the distribution system.

3.8.4 **Meter testing**
Your Distributor may test your meter periodically for their own purposes, you will not be charged for this work.

3.8.5 You may request to have your meter tested if you believe it is inaccurate. We will arrange for this to be done in accordance with the gas laws. If the meter is found to be inaccurate, you will not be charged for the service and the meter will be corrected or replaced at the Distributors discretion.

3.8.6 If the meter is found to be accurate you will be charged as per the Customer Charter. If the meter is found to be faulty there will be no charge.

3.9 Having your account reviewed

3.9.1 You can request to have your account reviewed in writing if you believe there is an error in your invoice. We will review

your account free of charge, but while we undertake the review you agree to pay us:

- a) any portion of the invoice on which we both agree; or the
- b) lesser of an amount equal to your average invoice over the previous 12 months; or
- c) an amount equal to your invoice for the same period in the previous year; and
- d) any further invoice that becomes due.

3.9.2 Reviewed accounts.

If we determine that the disputed account is incorrect, we will send you an account statement showing the credit amount. If we determine that the disputed account is correct, we will send you an account statement and you must pay the outstanding amount. If you were undercharged on the disputed account we will include the amount owing and an explanation on the account statement. We will only charge you these amounts in accordance with the gas laws. However, if the undercharge was caused by fraud on your part or by illegal use of gas, we are entitled to recover from you:

- a) the cost of gas we estimate you have used illegally, and
- b) other reasonable costs we have incurred in regard to the supply and sale of gas to you, and
- c) cost of any damage done to the Distributors equipment, and
- d) interest and other charges as permitted by law.

4 Security Deposit.

We may require a security deposit from you as permitted by the Retail Code. This security deposit will be:

4.8 Up to 1.5 times your quarterly account determined by historical records of standard profiles.

- 4.9 Deposited in an interest bearing account held specifically for the purpose.
- 4.10 Credited to your account if you have paid your gas account on time and in full for the 12 consecutive months.
- 4.11 Upon your request, credited to your final invoice if you terminate this agreement.
- 4.12 Used to offset your account if your supply has been disconnected due to failure to pay.
- 4.13 Used to offset your outstanding account if the agreement is terminated and the account remains unpaid (you must still pay any outstanding balance).

If there is any remaining balance from your security deposit having regard to the above, we will refund it including interest to you within 10 business days of the date the offset occurs. This will be via cheque sent to your nominated postal address.

5 New Connections, Disconnection, Reconnection or Reduction in supply

5.1 Establishing supply to an existing connection point.

Where your supply address has previously had a gas supply established, we will use our best endeavours to have your supply established within 1 business day of your request provided that:

- a) the request is completed prior to 3:00PM, and
- b) the details in your application are completed, and
- c) the gas installation at your supply address is safe, and
- d) the meter at your supply address is in commission, and you ensure that we, the Distributor and their agent have clear unhindered access to the supply address, and
- e) you supply a security deposit if requested as allowed under the Retail Code.

5.2 Establishing supply to a new connection point.

Where you make request for supply at a new connection point, we may not be able to accept your request if the distribution network is not available.

Where we do accept your request, we will use our best endeavours to ensure supply is made available to you at your new supply address at the nominated connection date provided that:

- a) Your nominated date is at least 20 days after the request is completed, and
- b) the conditions in 5.1 are met, and
- c) the Distributor is able to make the network available to your supply address, and
- d) you provide us with a copy of the Certificate of
- e) Compliance issued by your gas fitter to prove your installation is safe.

5.3 Disconnection.

Subject to the Retail Code, we can request the Distributor to disconnect your gas supply in cases where:

- 5.3.1 You have requested that we disconnect your gas supply from the supply address, or you have failed to pay your account (3.4.4) and we cannot agree a payment plan, or
- 5.3.2 we have reasonable grounds to believe you have committed an offence relating to the illegal use of gas, or
- 5.3.3 have made a connection that is contrary to the gas laws (details to be reported to the director of gas safety), or
- 5.3.4 You have failed to provide the Certificate of Compliance from your gas fitter within 2 days of connection.
- 5.3.5 Disconnection for other reasons. In accordance with the gas laws we may disconnect, interrupt or discontinue your supply for other reasons including but not limited to:
 - a) in a gas supply emergency
 - b) for health and safety reasons, given reasonable

warning and opportunity to correct deficiency

- c) at the direction of the Regulator if you don't provide us, the Distributor or their agent clear and unhindered access to the meter installation for planned maintenance.

5.3.6 Refusal to provide a security deposit.

Where permitted by the Retail Code, we may require you to provide a security deposit if we have issued you with notice of intent to disconnect your supply due to failure to pay your bill. If you refuse to provide a security deposit we may disconnect your supply, discontinue your supply or refuse to reconnect your supply.

5.3.7 No disconnection

Having regard to section 5, we will not disconnect you under the following circumstances and times:

- a) for non payment if you have arranged a payment plan with us
- b) after 3:00 PM on a weekday unless requested by you
- c) on a Friday, weekend, public holiday of the day before public holiday unless requested by you.

5.3.8 Reliability of supply.

- a) Our obligations. We shall always use all reasonable endeavours to provide a reliable supply to you in accordance with the gas laws.
- b) The Distributor's right to interrupt or reduce supply.

The Distributor may interrupt or limit supply subject to the gas laws for the purpose of maintenance, repair, extension, augmentation, for health and safety reasons or for an emergency. Where possible (i.e. excluding emergencies) the Distributor will provide notice of planned interruptions as per their obligations under the gas laws. Generally, the Distributor will provide 10 days notice of planned

interruptions. Your load-shedding category (priority) will be discussed with you when you make an application for connection.

- c) Unplanned interruptions.

In the case of unplanned interruptions, the Distributor will make information available concerning the details and expected duration of the outage.

6 Dispute Resolution

6.1 Lodging a complaint or dispute.

If you have a dispute with us or a complaint regarding our performance, we would like you to contact us promptly so that we can discuss and resolve the issue. We will handle complaints in accordance with the Retail Code and the Australian Standard for Complaints Handling (AS 4269).

Further information regarding dispute resolution is available in our Customer Charter.

6.2 Further information on your rights.

If you lodge a dispute or complaint and feel that the matter has not been adequately resolved after response, you may:

- a) Request to have your concern reviewed by more senior management such as the General Manager,
- b) Contact the Tasmanian Ombudsman whose contact details are included in the Customer Charter.

7 Other Obligations

You agree to;

- 7.1 Comply with the provisions of the Reconciliation Code (Customer Switching) and to allow the Distributor to enforce its rights under that code;
- 7.2 Comply with the Retail Code;
- 7.3 Ensure that your actions and equipment does not adversely affect the distribution network or the quality of our supply to both you and other customers;

- 7.4 Allow us to provide a copy of these standard terms and conditions and your information subject to the gas laws to the Distributor;
- 7.5 Comply with any reasonable requirement from either the Distributor or us to accommodate changes in the gas laws from time to time.

8 Access to information

8.1 Upon request we will provide you with copies of the following free of charge

- a) A copy of our Customer Charter will be available to you before you enter into any agreement with Tas Gas Retail
- b) A copy of these standard terms and conditions.
- c) Our tariff charges and options.

We will maintain an up to date website where you will find the Retail Code, our Customer Charter, our published tariffs and charges, information on the connection process and where the distribution network is available. We will also publish any amendments to any of this information on the website.

8.2 Confidentiality

Subject to the gas laws:

- a) We will only use the information you provide to us for the purposes of our energy retail business;
- b) We will keep your information confidential;
- c) We are required to provide some information to the Distributor so that they can provide distribution services;
- d) We will not pass on your information to any other person or company unless we are required to by law or
- e) You specifically request us to do so; and
- f) We shall comply with the Privacy Act.

8.3 Your obligations.

Our obligations under the Retail Code and this agreement are to the extent the information is relevant. This includes informing us of:

- a) a change in your contact details,
- b) a change in the intended use of gas at your supply address (commercial use),
- c) changes that affect access to the meter at your supply address,
- d) changes to your gas installation that may affect the safety of supply to you or anyone else,
- e) gas leaks or any other problem you are aware of with the Distribution Network,
- f) provision of and changes to the information in the Application

9 Variations and notification

Formal notification of changes to our tariffs, terms and conditions, the Retail Code, our Customer Charter and other binding or informative documents will be undertaken by publishing these changes in each of the three (3) daily newspapers in Tasmania on three (3) consecutive days, generally Thursday through Saturday. Or by direct mail to all customers.

10 Miscellaneous

10.1 Preservation of legal provisions

These standard terms and conditions do not vary the operation of the Gas Act 2000. To the extent there is any inconsistency between this contract, the gas laws of our customer charter, the following hierarchy applies:

- a) The gas laws (excluding the Retail Code);
- b) The Retail Code;
- c) This contract; and
- d) Our Customer Charter.

10.2 GST

GST shall apply to the gas we supply you and to the services we use to undertake that supply. The GST amount will be shown separately for the goods and services on your bill.

You must pay us the full amount of the bill including all GST amounts at the due date.

10.3 Our obligation in regard to distribution services.

We are not the network provider. In regard to any network services or other distribution obligations referenced in this agreement, we will seek to have the Distributor provide that service or obligation.

10.4 Assignment of this agreement.

We may assign this agreement with you to another retailer provided they have met all the regulatory and commercial requirements of the Regulator.

You may not assign any responsibility under this agreement to another person.

10.5 Quality of supply.

We will at all times use all reasonable endeavours to provide supply in accordance with the gas laws. We will provide you with an explanation of any change in the quality of supply outside the prescribed limits.

Our obligation regarding quality of supply is limited to the extent that your actions or equipment adversely affect the distribution network or supply to you and other customers.

10.6 Limit on liability.

- 10.6.1 To the extent permitted by law, we are not liable to you or any other person for any loss or damage suffered as a result of our supply of gas to you. This includes any loss or damage suffered because
- a) of failure to supply gas;
 - b) or any defect in the gas supplied.
- 10.6.2 The law implies certain terms into contracts that cannot be excluded or limited.
- a) At our discretion, our liability for loss suffered as a result of any breach of an implied term is limited, to:

- b) supplying you with equivalent goods or services as those provided under this agreement; or
- c) paying you the cost of replacing the goods or services provided by us.

- 10.6.3 Our liability for physical damage to your property or goods as a result of any breach of an implied term will only arise if:
- a) the damage is the result of our negligence and
 - b) the amount and nature of the damage was reasonably foreseeable.
- 10.6.4 Our liability for physical damage to your property or goods is limited to \$2,000 per occurrence and may be met, at our discretion, by either replacing the damaged property or goods or by paying you cash.
- 10.6.5 Under no circumstances will we be liable for any consequential loss, indirect loss, loss of profit or economic loss suffered by you as a result of any breach of this agreement.
- 10.6.6 Notwithstanding anything to the contrary in this agreement our total liability to you in connection with the supply of gas to you is limited to \$8,000.

11 Interpretation

11.1 Definitions:

In this agreement, defined terms have the following meaning:

Application – application means the application form submitted to Tas Gas Retail to request your natural gas connection and supply agreement.

Customer – in this case is a domestic customer and is the end consumer of gas supplied under this agreement.

Business Day – any day Monday through Friday that is not a public holiday in Tasmania.

Commencement Date – the date on which this agreement commences nominated on your application, or the

earliest date after that on which the Distributor completes your network connection.

Customer Charter – the document we supply to provide a simple statement of these terms and conditions.

Director of Gas Safety – a person appointed by the Tasmanian Government to oversee all matters regarding safety of gas supply and installations.

Distributor – the company holding a distribution licence and who owns and operates the network your supply address is connected to, in this case Tas Gas Networks Pty Limited (PTPL)

Due Date – the date by which you should pay your bill, which is 12 days from the date your bill is issued.

Gas – in this case Natural Gas.

Gas Act – the gas act 2000, Tasmanian regulation regarding distribution and retailing of gas.

Gas Law – all relevant legislation, statutes, regulations, codes, guidelines, council regulations, licences, proclamations, tariffs, directions or standards applicable to the Tasmanian gas market including the Retail Code and the Gas Act.

GST - means goods and services tax as applied by A New Tax System (Goods and Services Tax) Act 1999.

Regulator – The Office of the Tasmanian Energy Regulator, appointed as the Director of Gas under section 7 of the Gas Act (2000).

Retail Gas Supply Agreement – is the agreement between the retailer and the customer by which we supply you gas under these terms and conditions.

Retail Licence – licence issued to Tas Gas Networks to retail Natural Gas in Tasmania.

Supply Address – the address where a customer takes a supply from us under these terms and conditions.

Tariff – is the schedule or fees that are applicable to the supply of gas and services to your supply address.

Tasmanian Gas Retail Code or Retail Code – is the document issued by the Regulator that stipulates various conditions for the retail supply and purchase of gas in Tasmania.

11.2 General

In this document unless otherwise stated; a reference to this document or any other instrument includes any variation or replacement of those documents;

- a) Singular includes the plural and vice versa;
- b) If a period of time is specified and dates from a given day or event, it is to be calculated excluding that day or the day the event occurred;
- c) A day is 24 hours starting from 6:30;
- d) A month is a calendar month.