

# Gas Supply Agreement Standard Terms and Conditions (Less Than 10)

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**Gas Supply Agreement**

**Standard Terms and Conditions  
(Less than 10 TJs)**

Seller

**Tas Gas Retail Pty Ltd**  
(ABN 90 110 370 726)

# Gas Supply Agreement Standard Terms and Conditions (Less Than 10)

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## 1. INTRODUCTION

- a) This Agreement applies to you if:
- you are a Small Customer, that is (1) a Residential Customer or (2) a Commercial Customer whose annual consumption at the supply Address is not more than, or is forecast by us in accordance with Gas Laws not more than, 1 TJ or
  - you are a Commercial Customer whose annual consumption at the Supply Address is more than 1 TJ (**Large Commercial Customer**) and you have not entered into a different contract with us for the sale of Gas at the Supply Address.
- b) This Agreement does not have to be signed by you to be binding upon you. You are taken to have agreed to the terms of this Agreement by taking at the Supply Address Gas which we have arranged to have the Distributor deliver to that address.
- c) References in this Agreement to “us”, “we”, “our” are to Tas Gas Retail Pty Ltd (ABN 90 110 370 726) who is the seller of Gas under this Agreement.
- d) References in this Agreement to “you”, “your” or the “Customer” are to the person (including an incorporated entity) who is to take a supply of Gas purchased from us at the Supply Address being the person specified on your Application to us as the customer.
- e) If the Customer consists of more than one person, then each of those persons is individually and jointly liable for the Customer’s obligations under this Agreement, including the obligation to pay us.

## 2. SALE AND PURCHASE OF GAS

### 2.1. Sale of gas and our role

- Under this Agreement we will sell to you the Gas delivered by the Distributor to the Supply Address.
- We do not own, operate or control the Gas Distribution Network. This is the role of the Distributor.
- However we will (and under the Gas Retail Code we are required (unless you notify us otherwise) to) liaise with the Distributor to facilitate the Distributor providing gas distribution services to you. We do not ourselves provide gas distribution services to you.

### 2.2. Volumes – Residential Customers

If you are a Residential Customer you may take from us, subject to this Agreement, as much Gas as you want, provided it is used for domestic purposes (including home offices).

- If we have charged you a Residential Tariff and become aware you have used Gas for purposes other than domestic purposes, we may charge you a Commercial Tariff (including reissuing previous bills issued to you).

### 2.3. Volumes – Commercial Customers

- If your annual consumption at the Supply Address is more than 1 TJ we may require you to enter a variation to this Agreement which includes some additional terms and conditions.
- If you are a Commercial Customer then the maximum quantity of Gas you may take from us per annum under this Agreement is 10TJs.

### 2.4. Volumes – Meter Restrictions

The size of your Metering Equipment will determine the maximum volume of Gas which can be supplied to you. If you wish to take more Gas than permitted by the current capacity of your Metering Equipment we are able to arrange for larger Metering Equipment to be installed. You may be charged by us for the installation of such larger Metering Equipment.

### 2.5. Tariffs

- You must pay us at the applicable Tariff for the Gas we sell you.
- The Tariffs we charge you will include the Distributor’s charges for delivering Gas to your Supply Address and otherwise providing services associated with the operation of the Gas Distribution Network.
- You must also pay us any other charges and fees referred to in this Agreement or our Customer Charter (for example disconnection fees or reconnection fees).
- If, in addition to selling you Gas, we provide you with any other services, those services will be charged in accordance with any applicable Tariff or, if there is no applicable Tariff, then at the charge we advised to you prior to provision of the service.

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- e) Our Tariffs are published on our website ([www.tasgas.com.au](http://www.tasgas.com.au)) and may change from time to time. We are not required to provide you individual notice of any change in our Tariffs but our website will outline any changes to Tariffs from time to time and changes will be noted on your bills.

## 2.6. Passing of ownership

Title and risk in the Gas we sell you will pass to you when that Gas passes the point at which your Supply Address connects to the Metering Equipment.

## 3. TERM OF THIS AGREEMENT

### 3.1. Commencement

The sale of Gas to you under this Agreement will commence upon:

- a) if the Supply Address is not connected to the Gas Distribution Network at the time we receive your Application, the establishment of a connection between the Supply Address and the Gas Distribution Network;
- b) if the Supply Address has a current retailer other than us, us becoming the new retailer for the Supply Address in accordance with the Gas Customer Transfer and Reconciliation Code;
- c) if a) and b) above do not apply, the date set out in your Application and agreed to by us or such other date as we agree with you.

### 3.2. Duration

We will continue to sell Gas to you in accordance with this Agreement until:

- a) you terminate the Agreement as detailed below; or
- b) we terminate the Agreement as detailed below.

### 3.3. Termination by you

- a) You may terminate this Agreement by providing us with 14 days' notice in writing. If you intend to permanently vacate your Supply Address, you may terminate this Agreement by providing us at least three (3) Business Days' notice of the date you will vacate your Supply Address and a forwarding address for your final bill.
- b) If you vacate your Supply Address but fail to provide us notice, you will be responsible for any Gas used and charges incurred until the earlier of:

- i. the date which is 3 Business Days after when we do receive notice or otherwise become aware you have permanently vacated the Supply Address; and
- ii. the date a new customer commences taking Gas at the Supply Address (whether from us or another Gas retailer).

### 3.4. Termination by us

Subject to any limitations under Gas Laws, we may terminate this Agreement by 28 days' notice in writing to you

if you have been disconnected because of your breach of this Agreement or breach of Gas Laws and the Supply Address has not been reconnected (or required by Gas Laws or this Agreement to be reconnected) within 10 Business Days.

### 3.5. Effect of termination

- a) When this Agreement is terminated, we are no longer obliged to sell Gas to you at the Supply Address or arrange for the Distributor to deliver Gas to the Supply Address.
- b) No termination of this Agreement affects your obligation to pay us any amount on account of Gas sold to you prior to the date of termination or any amount which accrues due as a result of your failure to pay your bills by the required date.
- c) For a period of 6 months after termination (unless you vacate the Supply Address) you must also maintain clear and safe access to the Metering Equipment for the Distributor, their agent or us to remove the Metering Equipment and/or make a safe isolation.

## 4. BILLING AND PAYMENT

### 4.1. Billing

- a) We will issue you with a bill at least every 3 months. You may choose to receive bills more frequently, but the interim bills may be based on your estimated gas consumption. Also we may elect to bill larger users more frequently than every 3 months.
- b) We will issue the bill to you at the address nominated by you in your Application. Alternately where you have made a written request, we will issue the bill to your agent at an address specified by you.

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- c) Your bill will contain any information required by the Gas Retail Code and other Gas Laws and include the following details separately itemised:
  - i. any service charge or fixed tariff;
  - ii. charges for gas consumption;
  - iii. any charges for services requested by you in connection with the supply or sale of Gas;
  - iv. any charges arising due to your breach of this Agreement or Gas Laws (for example a disconnection fee);
  - v. the GST amount.
- d) Where we provide other goods or services to you (to gas sale or services associated with gas sale or supply) we shall:
  - i. include the goods and services as a separate item on your bill (including a description of what they were);
  - ii. apply payments as directed by you in regard to other goods and services provided; and
  - iii. where you do not direct us how payments are to be allocated, 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.

## 4.2. Payment

- a) You must pay us the full amount shown on each bill including GST by the Due Date shown on the bill.
- b) If you are a Small Customer and do not pay your bill, or make an arrangement for its payment, by the Due Date we must give you a reminder notice within 14 days after that date.
- c) If your payment is dishonoured and we incur a charge as a consequence we may, to the extent permitted by Gas Laws, pass that charge through to you.
- d) We may commence proceedings for the recovery of a debt (including passing the debt to a collection agency) if, after exhausting all other rights and obligations under the Gas Retail Code, an undisputed debt remains unpaid. In such cases we may, subject to Gas Laws, charge you the costs we incur in seeking to recover the debt.

## 4.3. Your payment options

- a) You may make payments to us by:

- i. payment in person at authorised Australia Post Shops;
  - ii. direct debit;
  - iii. credit card;
  - iv. mailing us a cheque;
  - v. BPay; or
  - vi. Centrepay.
- b) We may make other payment options available and will notify you through the process detailed in the Variations and Notification section (clause 10) of those options.

## 4.4. Payment difficulties

If you are unable to pay a bill by the Due Date, you must contact us to discuss payments options. Where you are a Small Customer we will offer you a range of options consistent with the Gas Retail Code.

## 4.5. How your bill is calculated

- a) Subject to Gas Laws, your bill will be based on the applicable fixed daily Tariffs and the applicable Tariffs applied to your Gas consumption for the billing period.
- b) Your Gas consumption is calculated from the readings taken from your Meter. Where a reliable Meter reading has not been able to be obtained, or when an interim bill is requested, we will provide you with an estimated Gas consumption based on:
  - i. information you provide to us on the Meter reading;
  - ii. your prior billing history; or
  - iii. standard industry profile figures for the billing period.
- c) Where we estimate your consumption, this will be clearly indicated on your bill including the reason the estimate was required and how the estimate has been derived. The bill following the next available Meter reading will include a separate correction for this estimate.
- d) The Gas Retail Code requires that your Meter be read at least once every twelve (12) months.

## 4.6. Metering

- a) We shall comply with the relevant metering standards as prescribed in the Gas Laws, in

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particular relating to service, installation and accuracy.

- b) Your Meter reads the volume of Gas that flows into your Supply Address. Our bill 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.
- c) The Metering Equipment at your Supply Address is the property of the Distributor or such other person as is responsible for maintenance of the Metering Equipment under Gas Laws.
- d) If you break any seal on the Metering Equipment then, in accordance with clause 4.7.4 of the Gas Customer Transfer and Reconciliation Code, you must pay the cost of replacing the seal.

## 4.7. Meter testing

- a) The Metering Provider may test your Meter periodically at their election. There is no additional charge to you for this testing.
- b) 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 or faulty, you will not be charged for the test and the Meter will be corrected or replaced as determined by the Metering Provider.
- c) If the Meter is found to be accurate you must, under clause 5.2.2(c) of the Gas Customer Transfer and Reconciliation Code, pay the costs of conducting that test.
- d) If a Meter is found to be inaccurate then historic Meter readings, and your bill, may be revised subject to the limitations in the Gas Customer Transfer and Reconciliation Code and other Gas Laws.

## 4.8. Having your bill reviewed

- a) You may, by written notice, request to have your bill reviewed if you believe there is an error. We will review your bill free of charge, but while we undertake the review you agree to pay us the greater of:
  - i. the undisputed amount of the bill;
  - ii. the lesser of an amount equal to your average bill over the previous 12 months or the amount of your bill for the same period in the previous year.

You must also pay us any future bills that become due (subject to your rights to dispute the future bills in accordance with this clause).

- b) If we determine that the disputed bill is incorrect, we will send you a revised bill and credit you any amount by which the amount you have paid us exceeds the correct amount of the bill.
- c) If we determine that the disputed bill is correct, you must pay the outstanding amount within the later of 14 days of us notifying you the disputed bill is correct and the original Due Date, unless we have agreed a different payment date with you.
- d) If you have been undercharged we may include the undercharged amount on your next bill or issue you a separate bill for the undercharged amount. To the extent the Gas Retail Code or other Gas Laws regulate or limit our ability to recover an undercharged amount we will comply with those requirements.
- e) Where you have engaged in fraud or illegally taken or used Gas we may recover from you:
  - i. the cost of Gas we estimate you have used illegally;
  - ii. other reasonable costs we have incurred because of that fraudulent or illegal use;
  - iii. the cost of any repair of any damage done to the Distributor's equipment (including any required replacement of that equipment) and the Metering Equipment; and
  - iv. subject to Gas Laws, interest in respect of the period when amounts would have been billed to you but for the fraud or illegal use until the amounts are billed.

## 5. SECURITY

- a) We may require a security deposit from you as permitted by the Gas Retail Code. This security deposit will be:
  - i. if you are billed quarterly, up to 1.5 times the bill amount of the average quarterly consumption of a customer with a similar Gas consumption profile to you;
  - ii. if you are not billed quarterly, up to twice the bill amount of the average monthly consumption of a customer with a similar Gas consumption profile to you; and

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- iii. deposited in an interest-bearing account with a bank, building society or credit union held specifically for the purpose of holding security deposits.
- b) Upon receipt of the security deposit we will immediately give you a receipt for it.
- c) We may only use or draw upon the security deposit or any interest accrued on it in accordance with the Gas Retail Code or as approved by the Regulator. The Gas Retail Code permits us to use the security deposit and accrued interest to offset amounts you owe us for Gas supply:
  - i. where Gas supply has been disconnected because of your failure to pay a Gas account for supply; or
  - ii. where you have failed to pay the amount due in respect of a final Gas account for Gas supply; or
  - iii. where you request in circumstances where you have requested disconnection of Gas supply or informed us the occupant at the Supply Address is changing.
- d) If we use your security deposit to offset an amount you owe us, we will, within 14 days, give you an accounting of its use and pay any remaining balance, including accrued interest, to you.
- e) We will return your security deposit and any accrued interest within 10 Business Days of you doing any of the following:
  - i. completing 1 year of satisfactory payment of Gas accounts;
  - ii. us ceasing to supply you with Gas and you paying all amounts owed by you to us on account of Gas supply.

## 6. NEW CONNECTIONS, DISCONNECTION, RECONNECTION OR REDUCTION IN SUPPLY

### 6.1. Establishing supply to an existing connection point

- a) Where your Supply Address has previously had a Gas supply established but is not currently connected at the time we receive your Application, we will use our best endeavours to have your Supply Address connected to the Gas Distribution Network within 1 Business Day of your connection request provided that:
  - i. the request is completed prior to 3:00 pm;

- ii. the details in your Application are correctly completed;
  - iii. the Gas installations at your Supply Address are safe and comply with all applicable Gas Laws;
  - iv. there is functioning Metering Equipment at the Supply Address;
  - v. you provide clear unhindered access to the Supply Address to us, the Distributor and any agents required to undertake the connection; and
  - vi. you supply any security we require in accordance with the terms of this Agreement.
- b) To evidence that your Gas installations are safe and comply with Gas Laws we will require you to provide us or the Distributor with a Certificate of Compliance for those Gas installations.

### 6.2. Establishing supply to a new connection point

- a) If your Application would require us to establish a new connection point to supply Gas to the Supply Address we will notify you if this practicable without extension or expansion of the Gas Distribution Network. If it is not practicable, then we will not be able to establish the connection unless terms are agreed with the Distributor to undertake that extension or expansion.
- b) If it is practicable to establish a connection without extension or expansion of the Gas Distribution Network then we will use our best endeavours to ensure that connection is made within 20 Business Days provided that:
  - i. the details in your Application are correctly completed;
  - ii. the Gas installations at your Supply Address are safe and comply with all applicable Gas Laws;
  - iii. you provide clear unhindered access to the Supply Address to us, the Distributor, the Metering Provider and any agents required to undertake the connection and install any required Metering Equipment;
  - iv. there are otherwise no unsafe conditions or impediments which will prevent the Distributor establishing a connection in accordance with its usual practices.
- c) To evidence that your Gas installations are safe and comply with Gas Laws we may require you to procure your Gas fitter provides to us a Certificate of Compliance for those Gas installations.

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## 6.3. Disconnection by us

- a) Subject to the Gas Retail Code, we can request the Distributor to disconnect your Gas supply in cases where:
  - i. you have requested that we disconnect your Gas supply or otherwise given your prior agreement to disconnection;
  - ii. subject to us complying with the procedures set out in this clause 6.3 (or such other procedures as may be set out in the Gas Retail Code from time to time) if you have failed to pay your bill and do not remedy that failure upon issue by us of a reminder notice or otherwise agree a payment plan or payment arrangements with us; or
  - iii. we have reasonable grounds to believe you have committed an offence relating to the illegal use of Gas or have obtained supply of Gas contrary to the provisions of the Gas Retail Code.
    - b) No disconnection of your Gas supply affects our entitlement to claim from you amounts accrued due under this Agreement or amounts which accrue due under this Agreement, after the disconnection, in accordance with its terms.
    - c) Before we request disconnection pursuant to clause 6.3a)iii we will give you prior notice of our intention to request disconnection setting out the reasons why we are requesting disconnection. If we do so disconnect we are required to report this to the Director of Gas Safety within 5 Business Days.
    - d) Despite the disconnection of Gas supply to you due to illegal use we may estimate the Gas usage you have not paid for and recover the amount that would have been payable for that Gas usage under the Tariffs applicable to you together with interest calculated on a basis approved by the Regulator.
    - e) We may only request the Distributor to disconnect your Gas supply for non-payment in accordance with the procedures in the Gas Retail Code. Specifically:
      - i. if you have failed to pay an invoice we must issue you a reminder notice within 14 days of the Due Date;
      - ii. if you fail to pay your account within 14 days of dispatch of that reminder notice we may then give you notice of our intention to request disconnection and must offer you a payment plan;
- iii. if within 5 Business Days after we have complied with (ii) above you have not paid the account, entered into a payment plan with us or made some other arrangement with us to pay your Gas account, we may proceed to request disconnection.
  - f) If after we have requested disconnection, but before it occurs, you pay your Gas bill, enter into a payment plan with us or make some other arrangement with us to pay your Gas account we will use our reasonable endeavours to prevent the disconnection occurring.
  - g) If your Gas supply has been disconnected for non-payment due to a request by us we will as soon as practicable request the Distributor to reconnect your Gas supply provided that:
    - i. you have paid the unpaid balance of your Gas Account, any interest accrued due on your late payments and our reconnection fee and you have provided us any security we request under clause 5; or
    - ii. you have entered into a payment plan with us, or made other arrangements with us, to pay the amount of your Gas account, any interest accrued due on your late payments and our reconnection fee.
  - h) If we are required by paragraph g) above to request reconnection and you make a request for reconnection:
    - i. before 3 pm on a Business Day, we shall use reasonable endeavours to procure reconnection by the Distributor on the day of request;
    - ii. after 3pm on a Business Day, we shall procure the reconnection by the Distributor as soon as possible on the next Business Day; or
    - iii. after 3pm on a Business Day but before the close of normal hours we shall, provided you pay our after-hours reconnection charge, procure reconnection by the Distributor on that day..
  - i) No disconnection. We may not disconnect you during the following times (unless you request otherwise):
    - i. after 2:00 pm on a Business Day, unless requested by you or disconnection has commenced prior to 2:00 pm;

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- ii. on a Friday, weekend, public holiday or the day before a public holiday, unless requested by you or where disconnection has already commenced on a prior day; or
- iii. between 20 December and 31 December (both inclusive) in any year.

## 6.4. Disconnection by Distributor

The Distributor may disconnect your Supply Address in accordance with the Gas Distribution Code. If we receive notice from the Distributor that they intend to disconnect your Supply Address, we will give you notice within 5 Business Days of us receiving the Distributor's notice.

## 6.5. Statutory Disconnection

Your Supply Address may be disconnected:

- a) in accordance with section 56 of the *Gas Industry Act 2019* if you fail to provide access for Meter reading or for installation, repair or replacement of Meters, control apparatus or any part of gas infrastructure;
- b) as a result of a recommendation by an authorised officer under section 71 of the *Gas Industry Act 2019* or by an authorised officer under section 78 of the *Gas Safety Act 2019* because Gas is being consumed or supplied contrary to the relevant Act (in which case the Supply Address may not be reconnected until approved by the authorised officer);
- c) by a gas safety officer under section 68 of the *Gas Safety Act 2019* or authorised officer under section 79 of the *Gas Safety Act 2019* where a gas installation is unsafe (in which case the Supply Address may not be reconnected until approved by the gas safety officer or authorised officer).

## 6.6. Reliability of supply

- a) We shall always use all reasonable endeavours to provide a reliable Gas supply to you in accordance with the Gas Laws, including procuring from the Distributor a reliable supply of Gas through the Gas Distribution Network.
- b) The Distributor is obliged by the Gas Distribution Code to use reasonable endeavours to minimise the duration of an interruption to supply and to restore interrupted supply as soon as practicable. Subject to this requirement the Distributor may interrupt or limit supply in accordance with the Gas

Distribution Code and other Gas Laws, including for the purpose of repair, if affected by force majeure (an event beyond the Distributor's control), for health and safety reasons or for an emergency. The Distributor may also interrupt or limit supply for planned maintenance or augmentation subject to either giving 5 Business Days' notice in a daily newspaper or 4 Business Days direct notice to you.

- c) The Distributor is required by the Gas Distribution Code to maintain a 24 hour service with details of interruptions.

## 7. DISPUTE RESOLUTION

### 7.1. Lodging a complaint or dispute

- a) 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 Gas Retail Code and the Australian Standard for Complaints Handling (AS ISO 10002-2014).
- b) Further information regarding dispute resolution for is available in our Customer Charter.

### 7.2. 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; and
- b) contact the Tasmanian Ombudsman whose contact details are included in our Customer Charter.

## 8. OTHER OBLIGATIONS

### 8.1. General Obligations

You must:

- a) comply with your obligations under Gas Laws, including any provisions of Codes made by the Regulator which are expressed to bind customers;
- b) ensure that your actions and equipment do not adversely affect the Gas Distribution Network or the quality of Gas supply to both you and other customers;

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- c) if a gas installation or gas storage system is commissioned at the Supply Address, ensure the Gas fitter engaged by you provides a copy of the completed Certificate of Compliance for Gas fitting work to the Distributor or us within 48 hours (supply will not be provided to such a gas installation or gas storage system if a statement has not been provided);
  - d) comply with any reasonable requirement from either the Distributor or us to accommodate changes in the Gas Laws from time to time;
  - e) not allow Gas supplied by us to your Supply Address to be used at any other premises;
  - f) not supply Gas to any other person unless permitted to do so by Gas Laws;
  - g) not interfere with the Gas Distribution Network or any other equipment of the Distributor or cause or permit any person to do so;
  - h) take all reasonable precautions to protect the Distributor's equipment at the Supply Address from damage (including complying with any reasonable requests made by the Distributor to ensure protection of its equipment);
  - i) not tamper or permit tampering with the Metering Equipment;
  - j) not bypass or attempt to bypass the Metering Equipment;
  - k) not reconnect or attempt to reconnect the Supply Address if the Distributor has disconnected the Supply Address; and
  - l) comply with the Distributor's written standards (as amended from time to time) for connection to the Gas Distribution Network.
- iii. inspecting your equipment conveying or controlling Gas supply to assess its compliance with Gas Laws;
  - iv. preventing danger or damage to persons or property;
  - v. Meter reading and inspecting Metering Equipment;
  - vi. connection and disconnection; and
  - vii. for maintenance and operation of the Gas Distribution Network.
- b) You must provide the Distributor reasonable use of facilities and amenities available to you and ordinarily used in association with the Distributor's equipment at the Supply Address (including without limitation providing suitable space at the Supply Address for the safe and secure housing of the Distributor's equipment in a manner satisfactory to the Distributor).
  - c) The Distributor may directly enforce the rights of access granted to it under clause 8.2a) and the rights in clause 8.2b).
  - d) 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.
  - e) Except in case of emergency, suspected illegal use of Gas or where we are otherwise required or allowed by Gas Laws to access the Supply Address immediately, 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 Gas Distribution Network.

## 8.2. Grant of Access

- a) You must provide clear, safe and unhindered access to the Supply Address for us, the Distributor and its employees, agents, subcontractors, invitees and other authorised representatives for the purpose of:
  - i. installing, testing, inspecting, maintaining, repairing, replacing, operating, reading or removing any of the Distributor's equipment at or from the Supply Address;
  - ii. ascertaining the cause of any interference to the quality of services provided by the Distributor to any person;

## 8.3. Network Rehabilitation

- a) If the Distributor seeks to undertake a rehabilitation programme it may seek to negotiate in good faith with you reasonable terms for replacement or upgrade of any of your equipment used at the Supply Address to convey Gas within the Supply Address which may be necessary as a result of that programme.
- b) If such terms cannot be agreed with you the Distributor may, at its discretion, choose to procure and install, at the Distributor's cost, suitable equipment to ensure delivery pressure to your Supply Address is maintained.

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- c) You must permit the Distributor to directly enforce this clause 8.3.

## 9. ACCESS TO INFORMATION

### 9.1. Copies

- a) Upon request we will provide you with copies of the following free of charge:
  - i. our Customer Charter;
  - ii. these standard terms and conditions;
  - iii. our Tariff options;
- b) We will maintain an up to date website where you will find the Gas Retail Code, our Customer Charter, our published Tariffs, information on the connection process and where the Gas Distribution Network is available. We will also publish any amendments to any of this information on our website: [www.tasgas.com.au](http://www.tasgas.com.au).

### 9.2. Confidentiality

We:

- a) will only use the information you provide to us for the purposes of our energy retail business (including to discharge our obligations and exercise our rights under this Agreement and pursuant to Gas Laws);
- b) will keep your information confidential, subject to any disclosure required or permitted under Gas Laws or legitimately required for the operation of our energy retail business.

### 9.3. Privacy

We will comply with our obligations under the *Privacy Act 1988*. Our privacy policy is located at <https://www.tasgas.com.au/help-centre/privacy-tas>. Without limiting that policy, you acknowledge we will need to provide personal information relating to you to the Distributor to enable Gas to be supplied to your Supply Address.

### 9.4. Information you must provide us

You must inform us of:

- a) a change in your contact details;
- b) a change in the intended use of Gas at your Supply Address (in particular if you commence or propose

to commence using part of the Gas we supply you for 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) changes to the information in the Application.

### 9.5. Distribution System Issues

If you suspect there is a leak of Gas from the Gas Distribution Network near you or other issue with the Gas Distribution Network, you should contact the Distributor using the gas emergency contact number shown on your Gas bill.

## 10. VARIATIONS AND NOTIFICATION

We may from time to time change the terms of this Agreement, our Tariffs and our Customer Charter. We will notify you of any such changes before they come into effect. The changes will take effect from the date specified in the notice, which will not be earlier than the date of the notice itself.

## 11. MISCELLANEOUS

### 11.1. Preservation of legal provisions

To the extent there is any inconsistency between this Agreement, the Gas Laws or our Customer Charter, the following hierarchy applies:

- a) Gas Laws;
- b) this Agreement; and
- c) our Customer Charter.

### 11.2. GST

Where our Tariffs and charges are not expressed to be GST inclusive, then we may add to those Tariffs and charges any GST we incur on a taxable supply we make to you. The GST amount will be shown separately for the goods and services on your bill.

### 11.3. Transfer of this Agreement

- a) We may novate our rights and obligations under this Agreement to another retailer licensed under the *Gas Industry Act 2019* by providing notice to you of that novation. That notice may be provided to you individually or may be issued by us

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publishing a notice in a daily newspaper circulating within Tasmania.

- b) You agree any such novation is effective as from the date specified in the notice. However you will sign any further documents we reasonably require to give effect to that novation.
- c) We may subcontract the discharge of our obligations under this Agreement (but no such subcontracting relieve us from the requirement to perform those obligations).
- d) We may charge, mortgage or encumber our rights under this Agreement in favour of any financier of us or our Related Bodies Corporate.
- e) You may not assign your rights or novate your obligations under this Agreement.

## 11.4. Limit on liability

- a) The quality, pressure and continuity of your Gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the Gas Distribution Network and the acts of other persons (such as the Distributor), including at the direction of a government authority.
- b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of Gas, its quality, fitness for purpose or safety, other than those set out in this Agreement.
- c) Nothing in this Agreement limits the operation of any guarantees which apply to this Agreement under the Australian Consumer Law. Where you are a Commercial Customer and the Australian Consumer Law permits us to so limit our liability for breach of those guarantees, then our liability is limited to one of the following as determined by us:
  - i. in the case of goods, the replacement of the goods or the supply of equivalent goods or payment of the cost of such replacement or resupply; and
  - ii. in the case of services, supplying the services again or payment of the cost of supplying the services again.
- d) Subject to the application of the Australian Consumer Law, unless we have acted negligently or in bad faith we are not liable for any loss or damage you suffer due to total or partial failure to supply Gas to your Supply Address, which includes

any loss or damage you suffer as a result of the defective supply of Gas.

- e) If you are a Large Commercial Customer then, subject to the application of the Australian Consumer Law:
  - i. we are not liable to you for any loss of profits, loss of revenue, loss of opportunity or loss of business or for any consequential, indirect or special loss; and
  - ii. our aggregate liability to you per annum is capped at the amount you have paid us for the Gas and services we have provided to you in the preceding 12 months.
- f) Nothing in this clause 11.4 limits any immunity to which we are entitled under section 59 of the *Gas Industry Act 2019* or section 70 of the *Gas Safety Act 2019* or any limit on our liability under section 89 of the *Gas Industry Act 2019*.

## 12. INTERPRETATION

### 12.1. Definitions:

In this Agreement, the following definitions apply unless a contrary intention appears:

**Agreement** means this Gas Supply Agreement.

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

**Business Day** means any day Monday through Friday on which banks are open for general banking business in the region of Tasmania in which your Supply Address is located.

**Certificate of Compliance** means a certificate of compliance or statement of compliance issued under the *Gas Safety Regulations 2021*.

**Commercial Customer** means a customer acquiring gas for the purpose of operating a business.

**Commercial Tariff** means the Tariffs described as such, from time to time, in our published tariff list on our website.

**Customer Charter** means the charter we prepare in accordance with the Gas Retail Code which, amongst other things, summarises, where you are a Small Customer, your rights and obligations in respect of the supply of Gas to you.

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**Director of Gas Safety** means the person appointed to hold that office under the *Gas Safety Act 2019* (Tasmania).

**Disconnection** means the permanent suspension of the supply of Gas to the Supply Address or indefinite suspension in circumstances where action is required by you, us or the Distributor to restore Gas supply.

**Distributor** means Tas Gas Networks Pty Limited and includes any person to whom its gas infrastructure licence is transferred from time to time or who acquires a licence in replacement or substitution for that licence.

**Due Date** means the date by which you must pay your bill, which is 13 Business Days from the date your bill is issued.

**Gas** means natural gas which in turn is a substance which is in a gaseous state at standard temperature and pressure and which consists of naturally occurring hydrocarbons, or a naturally occurring mixture of hydrocarbons and non-hydrocarbons, the principal constituent of which is methane.

**Gas Distribution Code** means the Tasmanian Gas Distribution Code made pursuant to the *Gas Industry Act 2019*.

**Gas Distribution Network** means the Tasmanian gas distribution system (as the term distribution system is defined in the *Gas Industry Act 2019*) operated by the Distributor.

**Gas Laws** means all relevant legislation, regulations, codes, binding guidelines, council regulations, licences, proclamations, binding directions or binding standards applicable to the Tasmanian gas market or otherwise applicable to the subject matter of this Agreement or our relationship with you including the *Gas Industry Act 2019*, the *Gas Safety Act 2019*, the *Gas Safety Regulations 2021*, the Customer Transfer and Reconciliation Code, the Gas Distribution Code and the Gas Retail Code.

**Gas Retail Code** means the Tasmanian Gas Retail Code made pursuant to the *Gas Industry Act 2019*.

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

**Large Commercial Customer** means you are a Commercial Customer whose annual consumption at the Supply Address is more than 1TJ.

**Meter** means an instrument which measures the quantity of Gas passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of Gas.

**Metering Equipment** means the Meter and associated equipment and installations, which may include correctors, regulators, filters, data loggers and telemetry.

**Metering Provider** means the person responsible under Gas Laws for the provision, installation and maintenance of the Metering Equipment.

**Payment Plan** means an arrangement under which you will pay us, by instalments, amounts owed to us.

**Reconnection** means the reestablishment of supply subsequent to disconnection.

**Regulator** means the person appointed to be Tasmanian Economic Regulator under section 9 of the *Economic Regulator Act 2009*

**Related Body Corporate** has the meaning given to that term in the *Corporations Act 2001*.

**Residential Customer** means a customer acquiring Gas for non-profit occupancy purposes (that is domestic or residential purposes).

**Residential Tariff** means the Tariffs described as such in our published tariff list on our website.

**Service Charges** means the service charges set out in our Tariff list (including, for example, Meter testing fees, disconnection fees and reconnection fees).

**Small Customer** means a small customer under the *Gas Industry Act* (being (i) a Residential Customer or (ii) a Commercial Customer whose consumption of Gas is not more than one terajoule per annum.

**Supply Address** means the address where you take a supply of Gas from us under these terms and conditions as set out in the Application.

**Tariffs** means our charges, applicable from time to time, for the sale of Gas to you and the other services we supply to you under this Agreement (and including any charges we receive from the Distributor in connection with services they provide relating to the Supply Address).

## 12.2. Interpretation

In this Agreement unless a contrary intention appears:

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- a) a reference to this document or any other instrument includes any variation or replacement of those documents;
- b) singular includes the plural and vice versa;
- c) words or expressions denoting individuals include corporations, firms, unincorporated bodies, partnerships, joint ventures and government authorities;
- d) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- e) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under it and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision.