

Tas Gas Networks Residential Connection Terms and Conditions

1. Introduction

1.1 In these terms and conditions:

Application means the application form submitted by you to the Retailer in relation to your request for a natural gas connection to your house;

Retailer means your natural gas retailer; and

Tas Gas Networks or TGN means Tas Gas Networks Pty Limited, ACN 104 499 569, being a gas distributor under the Gas Act 2000 (Tas) and includes a reference to 'we' and 'us'.

1.2 These terms and conditions:

- (a) provide information to residential customers relating to the natural gas connection process of TGN;
- (b) form part of the contract between TGN and yourself, as a customer and consumer, whose Application has been approved by TGN and the Retailer;
- (c) include and incorporate your Application and the contents of your Application; and
- (d) do not relate to the supply of gas by an energy retailer to customers.

2. Your Application

We will proceed with your connection and the necessary works upon the basis of:

- (a) your Application; and
- (b) these Terms and Conditions.

3. Appliances, Conversion and Gasfitter

- 3.1 It is your responsibility as a gas consumer to ensure that your appliances are approved for use with natural gas and are installed or converted by a registered tradesman gasfitter, certified and kept in a safe condition.
- 3.2 You should not complete the conversion from your pre-existing fuel source (i.e. disconnect your pre-existing appliances) until advised by TGN that your service is commissioned and available for your use.
- 3.3 You will need to indicate the gasfitter who will be installing or converting your appliances listed on your Application. Should your gasfitter not be the person listed on your Application, you will need to inform your Retailer.
- 3.4 Once TGN has made gas available at your meter it is expected that your appliances will be connected within 30 business days, unless otherwise arranged.
- 3.5 TGN must be supplied with a gasfitting notice by the gasfitter for your installation confirming the installation is compliant and complete to avoid additional connection charges (See clause 3.6).
- 3.6 If you have not installed the gas appliances specified in your Application within 30 days of connection to the gas network, you may be required to pay the applicable connection charges, which recover the full costs of the connection as specified in clause 4 of these conditions and in the Application.

4. Standard Connection Charges

The Retailer will charge you the standard connection fees and charges specified in your Application. Additional connection charges may also apply as provided in clause 5 of these conditions.

5. Additional Connection Charges

- 5.1 In addition to the standard connection charges provided for in clause 4 of these conditions, you will also be liable for additional charges in the following circumstances:
 - (a) if access from the road to your house is difficult, e.g. due to a cliff-face, steep bank or retaining wall; and/or
 - (b) the gas main in the street is installed and nearby but not immediately outside your land (and so a mains extension is required); and/or
 - (c) your gas usage is in our view such that it is uneconomic for us to invest in the necessary infrastructure to connect your service. This will be calculated based on the appliances specified in the Application; and/or
 - (d) your connection service is of a long length due to the location of your house with respect to the road or in any event greater than 25 metres from the boundary of your land to your meter location; and/or
 - (e) other circumstances make our investment in the necessary infrastructure to connect you uneconomic or unviable; and/or
 - (f) if there are any errors contained in or variations to your statements contained in your Application, such as your site is not ready for connection on the specified connection date and/or costs are incurred for additional contractor site visits to undertake the gas connection installation when the site is not ready and TGN was not advised prior to the installation date; and/or
 - (g) other costs, fees, charges or significant obstacles arise in relation to the construction and/or connection process that increase the cost of the installation.
- 5.2 Where any of the events under clause 5.1 of these conditions arises, TGN will, where possible, seek your written confirmation of the variation charges together with the associated connection costs before commencing with the connection or gas meter installation. In this situation TGN will require your written acceptance of these notified charges before installation of your gas connection and meter can commence. These additional connection charges must be paid before the commencement of works.
- 5.3 Where works have already commenced and any of the events under clause 5.1 of these conditions arises, TGN will, where possible, advise you in writing of the additional connection charges that will apply to your application. TGN reserves the full right to suspend further works until you have agreed to meet the additional connection charges that will apply to your Application.

- 5.4 Your acceptance for the installation of a gas service to the address specified in your Application means that you agree to meet, if required, any and all such additional charges referred to and arising under clause 5 of these conditions. All charges must be paid prior to the connection of your service or in the case of you being notified by TGN of any additional charges under clause 5.3 of these conditions, prior to the continuation of any further works.

- 5.5 In the event that works have commenced and TGN has notified you of any additional charges arising under clause 5.3 of these conditions and:

- (a) you have notified TGN that you do not wish to proceed with the connection; or
 - (b) you have failed to pay the additional charges notified by TGN within 15 business days from being notified;
- then TGN may cancel your Application immediately by providing written notice to you and in that event all costs incurred by TGN in relation to the works must be paid by you within 5 business days.

6. Disconnection

TGN may disconnect your service at any time if:

- (a) requested by you, your Retailer or the Director of Gas Safety; or
- (b) required by law or if determined by good industry practice to do so.

7. Gas Meter Location and Access

- 7.1 Your gas meter can only be located in certain positions. TGN will determine an appropriate, safe position for the meter on your land and will advise you prior to connecting. If no such location is available, TGN may require you to pay for the costs associated with locating the meter elsewhere, including any protection needed to ensure the safety of the meter.
- 7.2 You are also required to maintain safe and unobstructed access to the meter for meter reading and maintenance purposes to TGN and its agents and contractors at all times.

8. Connection Time Frame

- 8.1 Once TGN has agreed to provide you with a gas connection, TGN will use best endeavours to have your installation connected within 20 business days, unless otherwise arranged.
- 8.2 TGN will endeavour to keep you informed of its progress during the connection and installation works process.

9. Right of Access and Easements

- 9.1 You agree to provide and to ensure ongoing access to and from your land and the meter, to enable TGN to comply with its obligations and for the protection of the installation and future management of the service and the meter. TGN reserves the right to require you at any time to provide TGN with a formal, legal right granting such access, such as an easement, at your cost.
- 9.2 Where your service is required to pass over any land other than your own from the road reserve in which the gas main is located, TGN will require you to obtain, at your cost, an easement over the title of the land other than your own to ensure our access rights are protected in the future. We will advise any requirements in this regard in writing.

10. Trenching

TGN may need to install a small trench on your land for the installation of your service. TGN will take all reasonable care to minimise any inconvenience and disturbance to your property and will reinstate the land as reasonably practicable to pre-existing conditions. TGN will lay the gas service to the nominated meter position on your land in the most direct and expedient manner possible, but having regard to safety and other requirements. TGN will complete temporary restorations to paved areas, driveways and footpaths, however it is the customers' responsibility and cost to complete any permanent concrete, stone, tiled or paved etc. restorations.

11. Release and Indemnity

To the fullest extent permitted by law, you indemnify and release TGN from and against all costs, claims and demands whatsoever arising (including to or in respect of third parties) from any damage or injury to any person or property caused as a result of any occurrence or state of affairs in or upon your land, or caused by the service connection or the service provided to your land. This release does not extend to any damage or injury to person or property that was caused by the negligence of TGN.

12. Ownership of Assets

TGN owns and will at all times retain ownership of all the equipment associated with your service up to and including the outlet of your meter. You must take all reasonable care that the network pipe (service) and meter located on your land are not damaged. You must not interfere with the service and gas meter and not permit others to interfere with it.

You must also notify TGN and obtain TGN's prior consent (which cannot be unreasonably withheld) where you wish to carry out any activities that may affect the future integrity of our assets or may impede our access (such as building extensions, the provision of decking and landscaping).

13. Exclusion of Consequential Loss

Notwithstanding any other provision of these Terms and Conditions, TGN shall have no liability to you (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss.