

Tas Gas Networks Commercial 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 business;

Retailer means your gas services retailer; and

Tas Gas Networks or **TGN** means Tas Gas Networks Pty Ltd, ACN 104 499 569, being a gas distributor under the Gas Industry Act 2019 (Tas) and includes a reference to 'we' and 'us'; and

1.2 These Terms and Conditions:

- (a) provide information to commercial 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 on 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 that 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 TGN.
- 3.4 Once TGN has made gas available at the meter it is expected that your appliances will be connected within 30 business days unless otherwise arranged.
- 3.5 TGN must be supplied with the Gas Fitting 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 cost of the connection.

4. Connection Charges

TGN reserves the right to charge a connection fee to commercial customers as per clause 5. The connection charge, where relevant, will be determined on a case-by-case basis.

5. Additional Connection Charges

In addition to the connection charges provided for in clause 4 of these conditions, you will also be liable for additional charges in the following circumstances:

- (a) access from the road to your premises is difficult, e.g. due to a cliff-face, steep bank or retaining wall; and/or
- (b) the gas mains 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) other circumstances make our investment in the necessary infrastructure to connect you, uneconomic or unviable; and/or
- (e) 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
- (f) other costs, fees, charges or significant obstacles arise in relation to the construction and/or connection process that increase the cost of the installation.

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.
- 7.3 TGN reserves the right to require you to install a customer maintenance isolation valve downstream and outside of the meter enclosure. This is at TGN's sole discretion.
- 7.4 The customer point of connection will be at the meter outlet and associated spool pieces as necessary. All downstream pipe work and associated equipment is the customer's responsibility in terms of design, construction and cost.

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 40 business days, unless otherwise arranged.
- 8.2 TGN and/or your natural gas retailer 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 the 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.
- 9.3 Should the customer not be the building owner, TGN require the building owner's approval in writing prior to the installation of the gas service.

10. Service Installation

TGN may need to install a small trench on the land for the installation of the service. TGN will take all reasonable care to minimize any inconvenience and damage and will reinstate the land to pre-existing conditions. TGN will lay the gas service to the nominated meter position on the land in the most direct and expedient manner possible, but having regard to safety and other requirements.

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 plant renovation or external refurbishment 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.