

TERMS AND
CONDITIONS FOR
CONNECTION OF
COMMERCIAL
PREMISES TO
EVOENERGY'S GAS
DISTRIBUTION
NETWORK IN NSW
AND ACT

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 establish a new connection of a commercial property to *our* gas distribution network in ACT and NSW.

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.

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

You acknowledge and agree that *we* and *our* related bodies corporate and *Jemena*¹ may use *your* or the *client's* personal information for future marketing and research purposes.

In this document, '*our privacy policy*' means:

- (a) *The Evoenergy* privacy policy as published on *our* website at evoenergy.com.au, and/or
- (b) where the application is received or processed by *Jemena*, means *Jemena's* privacy policy as published on its website at jemena.com.au

¹ *Jemena* provides asset management and associated services to *Evoenergy*, including managing applications for connection work in *our* network.

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 evoenergy.com.au or contact the Jemena New Connections Team as follows:

New Connections Team
Jemena
PO Box 1220
North Sydney NSW 2059
Phone: 1300 137 078
Fax: 02 9867 7453
Email: 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*.

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 Where you are not a *retailer*, you acknowledge that:

- (a) we will invoice your *retailer*² for the *connection charge* and you agree to pay the amount of the *connection charge* to your *retailer* on demand;
- (b) your *retailer* will be entitled to delay raising the *B2B transactions*³ until they have reached suitable arrangements with you for payment of the *connection charge*.

² Your *retailer* includes a retailer allocated to the supply address under clause 4.

³ As we will not commence the *connection work* until the *B2B transactions* are raised (see clause 7, delays by your *retailer* in raising the *B2B transactions* will delay commencement of the work.

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* must:

- a) notify *us* of the identity of the *retailer* at the time of making the *application*; and
- b) provide the customer number allocated by the *retailer*.

If a *retail gas agreement* is in place but *you* do not notify *us* of this when making the *application*, clause 4.2 will apply.

4.2 Where *no retail gas agreement* is in place at time of *application*

Where there is no *retail gas agreement* in place when *you* make the *application*, or *you* do not notify *us* of the *retailer* under clause 4.1, *you* agree that:

- a) if *we* have an appropriate arrangement in place with one or more *retailers* (whereby those *retailer(s)* have agreed to be nominated as *retailer* for the *supply address*), *we* will (unless *we* agree otherwise with *you*) nominate a *retailer* to sell gas to the *supply address*; or
- b) if *we* do not have such arrangements, *we* will be entitled to reject the *application*, to not proceed with the *application* until a *retail gas agreement* is in place, or to establish the connection and leave the meter wadded or locked.

If *we* nominate a *retailer* under this clause 4.2(a), that *retailer* is deemed to be *your retailer* for all purposes under this document.

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 Commencement of gas delivery

We will not be obliged to commence the delivery of gas to the *supply address* until:

- a) the relevant *retailer* has confirmed to *us* that a *retail gas agreement* is in place or *we* have confirmed this with the *retailer*; and
- b) the *retailer* has entered into a transportation agreement with *us* under *our access arrangement* for the delivery of gas to the *supply address*.

4.5 Change of retailer

The nomination by *us* of a *retailer* under clause 4.2 does not restrict or prevent *you* or the *client* (if *you* are not the owner or occupier of the *supply address*) from subsequently choosing a different *retailer* at any time after the connection has been established at the *supply address*.

4.6 Applications lodged by retailers

Clauses 4.1-4.5 do not apply if *you* are a *retailer*.

5 Description of the connection work

5.1 Connection work

Unless specified to the contrary in the *offer*, the *connection work* comprises the connection of the *supply address* to *our* natural gas network and includes undertaking any necessary extension to *our* existing gas network and providing and installing:

- a) a *client* service pipe from *our* gas main to the meter location;
- b) a meter set at the meter location; and
- c) such other metering equipment as determined by *us*.

The meter location will be reasonably determined by *us* having regard to the *safety and technical requirements*.

The *client* service pipe will terminate at the meter location unless *we* agree otherwise.

5.2 Network boundary and point of supply

The agreed network boundary and point of supply is the outlet of the metering equipment. *We* are responsible for everything on *our* side of the network boundary (including the meter set), and *you* are responsible for everything on *your* side of the network boundary after the meter set.

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 compacted road base or cold-mix asphalt, as appropriate. 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* and provided any information required under clause 4, and
 - b) the *B2B transactions* have been raised by *you* (if you are a retailer) or by *your retailer* (if you are not a *retailer*), and
 - 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); and
- f) delays in raising the *B2B transactions* including (where *you* are not a *retailer*) where *you* have not made suitable arrangements with *your retailer* for payment of any *connection charge*.

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; and
- 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 inaccurate⁴, 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.
- 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*.

⁴ 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.

- 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 *Jemena* or 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 *Jemena* or 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 the *B2B* transactions being raised, or such later date agreed by *us*, *we* may terminate the *agreement* on written notice to *you*.

We may also terminate the *agreement* if the *B2B transactions* have not been raised within 45 *business days* of the date of acceptance of the *offer*.

In both of these cases, 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 Liability

14.1 Limitation of Liability

- (a) All express or implied warranties, representations or covenants which are not contained in the *agreement* (or, where *you* are a *retailer*, the gas transportation agreement between *you* and *us*) are excluded to the maximum extent permitted by law.
- (b) If:
 - a condition or warranty is implied into the *agreement* under any Commonwealth, State or Territory legislation that cannot be excluded; or
 - any consumer guarantee applies to any goods or services *we* supply as part of providing the *connection work* under the *agreement*,then *our* liability (if any) to *you* for any breach of the condition or warranty, or any failure to comply with a consumer guarantee in connection with any goods or services (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at *our* option, to resupplying the goods or services or paying for their resupply.
- (c) Nothing in the *agreement* excludes, restricts or modifies the operation of the *consumer guarantees* where to do so would contravene *the Australian consumer law* or cause any part of this clause to be void.
- (d) Subject to clause () above, 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:
 - from any breach of the terms of the *agreement* by *us* ; or
 - in relation to the *connection work* undertaken by *us*.
- (e) *You* acknowledge and agree that *we* are not responsible for, and (as between *us* and *you*) *you* accept all risks in respect of, the control and use of gas at the *supply address*.
- (f) *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.

- (g) You indemnify us against (and therefore must pay us for) loss or damage suffered by us arising from or in connection with the control and use of gas at the *supply address*.
- (h) In this agreement:
 - (i) *Australian consumer law* means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
 - (ii) *consumer guarantee* means guarantees that we are required to provide under the Australian Consumer Law in relation to goods and services supplied to you as a 'consumer within the meaning of that term in the *Australian consumer law* or relevant jurisdictional legislation, including guarantees that services are provided with due care and skill, and that goods are of acceptable quality;

14.2 Indemnity

You agree to indemnify us and our related bodies corporate for any damages, costs, expenses, claims and demands suffered by us and against all liability in respect of any claim which may be taken or made against us, including without limitation any claim relating to:

- (a) loss of, or damage to, or loss of use of, any real or personal property; or
- (b) personal injury, disease or illness (including mental illness) to, or death of, any person,

arising from or in connection with:

- (c) any breach of the *agreement* by you (or any of your employees, contractors or agents); or
- (d) the carrying out of any work (including the *connection work*) at the *supply address* by you or any of your employees, contractors, agents or customers ; or
- (e) any failure by you (or any of your employees, contractors or agents) to comply with applicable laws.

We hold the benefit of this indemnity granted in our favour on trust for ourselves and our related bodies corporate.

14.3 Indemnity – privacy legislation

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 incur or suffer, as a direct or indirect result of your failure to comply with the *Privacy Act 1988* (Cth), or failure to secure any necessary consent.

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 the Australian Capital Territory.
- 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.

ACT Gas Service & Installation Rules means the rules published from time to time by *us* for gas service and installation;

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*.

B2B transactions means the service order transactions required to be raised by a *retailer* under the applicable retail market procedures order to initiate a new gas connection to *our* network.

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 the electronic portal operated by Jemena.

gas installation means the installation of equipment beyond the point of termination of the *connection work* required to provide a supply of gas to the premises at the *supply address*.

Jemena means Jemena Asset Management Pty Ltd ACN 086 013 461 and its related bodies corporate.

land owner means the lessee of the Crown Lease at 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) or the *Gas Safety Act 2000* (ACT).

NGR means the National Gas Rules.

offer means the offer to connect the *supply address* to *our* natural gas distribution network 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*,

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, or us means Evoenergy, Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) and Icon Distribution Investments Limited (ABN 83 073 025 224) t/as Evoenergy (ABN 76 670 568 688).

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).

regulatory requirements means any Commonwealth, State, Territory or local government legislation including Acts of Parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time;

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 Evoenergy ACT Gas Service & Installation Rules which can be found at Evoenergy.com.au
- (b) any relevant Evoenergy standards;
- (c) applicable Regulatory Requirements, including any reasonable directions Evoenergy gives to the Applicant under the Regulatory Requirements;
- (d) 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).

service means the connection 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 complaint, *you* may make a complaint under *our* Complaints Handling Procedure, which is available online at evoenergy.com.au we will follow *our* Complaints Handling Procedure.
- (b) If *you* have a dispute with *us*, *we* will try to resolve that dispute informally with *you*. If *we* cannot resolve the dispute informally, then *you* may request *us* to formally review the issue which has caused the dispute.
- (c) In accordance with the National Gas Rules, *you* may refer to the AER a dispute with *us* about the terms and conditions on which any of *our* connection services are provided or about *our* connection charges.
- (d) *You* must continue to perform *your* obligations under the *agreement* despite any ongoing dispute.
- (e) Nothing in this clause prevents a party exercising its rights under the *agreement* or applying to a court for urgent relief.

ANNEXURE A: SITE CONDITION REQUIREMENTS

Site condition requirements for commercial *connection service*

The *supply address* must satisfy each of the following requirements:

- a) the *supply address* will be commercial or non-residential premises
- b) annual consumption is forecast to be less than ten (10) terajoules.
- c) where no peak load was specified in the *application*, the peak load will be 320MJ/hr.

evoenergy.com.au

General enquiries

13 23 86

Emergencies and faults

13 10 93 – Electricity

13 19 09 – Natural gas

Language assistance

13 14 50 – 24 hours

如果您需要幫助，請打電話給下面的號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم أدناه.

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

Se vi serve un interprete, telefonate al seguente numero.

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.