



Australian Gas Networks Limited

ACN 078 551 685

Model Standing Offer for a Basic Connection Service

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AUSTRALIAN GAS NETWORKS LIMITED

SOUTH AUSTRALIAN NETWORK

STANDING OFFER FOR BASIC CONNECTION SERVICE

The National Gas Rules require a distributor to have a model standing offer to provide a basic connection service to retail customers.

This document contains the model standing offer by Australian Gas Networks Limited to provide basic connection services to a retail customer for connection between the retail customer's premises and the covered pipeline which constitutes Australian Gas Networks' South Australian gas distribution network.

The model standing offer comprises the offer document and the standard terms and conditions, both which are set out in this document.

The first basic connection service available under the model standing offer comprises the provision of a new connection, between Australian Gas Networks' distribution pipeline and the retail customer's premises, where:

- (a) the provision of the service involves minimal or no extension to, or augmentation of, the distribution network; and
- (b) Australian Gas Networks estimates that the retail customer's consumption of gas, at or through the connection, will be less than 1 terajoule ("TJ") of gas per annum; and
- (c) Australian Gas Networks believes that the capital expenditure conforms with the National Gas Rules and estimates that the present value of the expected incremental value to be generated as a result of Australian Gas Networks' capital expenditure for the relevant connection assets exceeds the present value of that capital expenditure; and
- (d) Australian Gas Networks (and its authorised representatives) have safe and unhindered access to the retail customer's premises, so that it is not necessary for Australian Gas Networks (or its authorised representatives) to make a repeat visit to the premises.

The second basic connection service available under the model standing offer comprises a repeat visit to commence or continue new connection work where Australian Gas Networks (or its authorised representatives) do not get safe and unhindered access to the retail customer's premises, so that a repeat visit becomes necessary.

The model standing offer is available to all retail customers whose estimated consumption at the new connection point is less than 1 TJ per annum.

OFFER DOCUMENT

By this document, Australian Gas Networks Limited (“**Australian Gas Networks**”) offers to provide a basic connection service to the retail customer named below, on and subject to the terms and conditions set out in Australian Gas Networks’ standing offer for basic connection services. A copy of the terms and conditions is available at www.australiangasnetworks.com.au.

Terms used in this offer have the meanings given to them in clause 15 of the terms and conditions.

The details applicable to Australian Gas Networks’ offer are as follows:

Retail Customer’s Name	
Retail Customer’s Premises (Address)	
Gas Retailer	
Connection Applicant	Retail Customer / Retailer on behalf of Retail Customer [Delete whichever is not applicable]
Timeframe for Commencement of Work	Unless otherwise agreed, within 20 business days from the date of acceptance of this offer (on a best endeavours basis only and subject to clause 5 of the terms and conditions). Australian Gas Networks may commence the work at any time within this period.
Timeframe for Completion of Work	Within 2 business days after the commencement of the work (on a best endeavours basis only and subject to clause 5 of the terms and conditions).
Agreed Date for Connection (if applicable)	On a date which has been agreed or, otherwise, the date which is 20 business days from the date of acceptance of this offer (on a best endeavours basis only and subject to clause 5 of the terms and conditions).
Excluded Works	[*****] / N/A [Delete whichever is not applicable]
Assumed Future Use of Supply Services	[**] gigajoules (“GJ”) of gas per annum (at a maximum hourly quantity of [**] GJ per hour).
Date of Offer	

****** IMPORTANT NOTES ******

THE DETAILS SET OUT IN THIS OFFER MUST BE READ IN CONJUNCTION WITH THE TERMS AND CONDITIONS.

THIS OFFER WILL REMAIN OPEN FOR ACCEPTANCE FOR 45 BUSINESS DAYS FROM THE DATE OF THE OFFER (UNLESS THE PERIOD FOR ACCEPTANCE IS EXTENDED BY AGREEMENT BETWEEN THE CONNECTION APPLICANT AND AUSTRALIAN GAS NETWORKS).

IF THE CONNECTION APPLICANT WISHES TO ACCEPT THIS OFFER, THE CONNECTION APPLICANT MUST:

- (a) SIGN AND COMPLETE THE ACCEPTANCE FORM SET OUT BELOW; AND
- (b) RETURN THIS DOCUMENT, BEFORE THE END OF THE PERIOD FOR ACCEPTANCE, TO:

[*****]
APA Group
[Insert Address].

THIS OFFER WILL LAPSE IF THIS DOCUMENT (WITH THE SIGNED AND COMPLETED ACCEPTANCE FORM) IS NOT RECEIVED BEFORE THE END OF THE PERIOD FOR ACCEPTANCE.

SIGNED for and on behalf of
AUSTRALIAN GAS NETWORKS LIMITED by:

.....
Authorised Signatory

ACCEPTANCE FORM

By signing and returning this acceptance form, the Connection Applicant named in this document accepts the offer set out in this document.

If the signatory is not the retail customer, the signatory warrants the signatory's authority to accept the offer for and on behalf of the retail customer.

SIGNED:
NAME OF SIGNATORY (in block capital letters):
TITLE OF SIGNATORY (in block capital letters):
RELATIONSHIP TO RETAIL CUSTOMER, IF APPLICABLE: (e.g. retailer)
DATE OF SIGNING:

TERMS AND CONDITIONS

1. OFFER TO PROVIDE A BASIC CONNECTION SERVICE

This document sets out the terms and conditions of Australian Gas Networks' offer to provide basic connection services to the retail customer.

2. NATURE OF THE BASIC CONNECTION SERVICES

The basic connection services comprise the provision of a new connection, between Australian Gas Networks' distribution network and the retail customer's premises, where:

- (a) the provision of the service involves minimal or no extension to, or augmentation of, the distribution network; and
- (b) Australian Gas Networks estimates that the retail customer's consumption of gas, at or through the connection, will be less than 1TJ per annum; and
- (c) Australian Gas Networks believes that the capital expenditure conforms with the National Gas Rules and estimates that the present value of the expected incremental revenue to be generated as a result of Australian Gas Networks' capital expenditure for the relevant connection assets exceeds the present value of that capital expenditure.

To estimate the retail customer's future consumption at or through the connection, Australian Gas Networks has relied, and will rely, on information provided by the connection applicant and other information that is or becomes available to Australian Gas Networks. Australian Gas Networks' current estimate of future consumption is set out in the offer document as the assumed future use of supply services.

3. DESCRIPTION OF THE CONNECTION

The new connection will comprise the installation of a new physical link between the distribution network and the retail customer's premises to allow the flow of natural gas. The physical link will comprise:

- (a) a metering installation; and
- (b) a service pipe to connect the metering installation to the distribution network.

The works involved in the provision of the new connection do not include any works other than those necessarily involved in the provision of the metering installation and the service pipe between the gas mains and the metering installation. In particular, but without limitation, the works will not include the provision of pipe beyond the metering installation. In addition, if any works are shown as excluded works in the offer document, those works are not included in the provision of the new contract.

4. CONNECTION CHARGES

There are no connection charges for the basic connection service where Australian Gas Networks (and its authorised representatives) have safe and unhindered access to the retail customer's premises, so that it is not necessary for Australian Gas Networks (or its authorised representatives) to make a repeat visit to the premises.

If Australian Gas Networks or its authorised representatives do not have safe and unhindered access to the retail customer's premises and a repeat visit is required to undertake work associated with the connection when safe and unhindered access is available, Australian Gas Networks will impose a connection charge in accordance with clause 7.3 for the additional connection service involved in the repeat visit.

5. TIMEFRAMES FOR WORK

5.1 Best Endeavours to Achieve Timeframes

Australian Gas Networks will use its best endeavours to ensure that the connection work is commenced and completed within the timeframes specified in the offer document.

Note: Australian Gas Networks' obligations under this sub-clause are subject to sub-clause 5.2 and clause 6.

5.2 Timeframes Subject to Compliance

Australian Gas Networks is not obliged to commence or continue the connection work if the connection applicant fails to comply with conditions that are to be complied with by the connection applicant.

5.3 Energisation

Australian Gas Networks is not required to energise the new connection unless a request to energise the new connection is submitted by a retailer, or Australian Gas Networks is otherwise satisfied that there is a relevant contract between the retail customer and a retailer in relation to the retail customer's premises.

6. SOUTH AUSTRALIAN ENERGY LAW REQUIREMENTS

6.1 Obligation to Connect

Subject to the provisions of the National Energy Retail Law and the National Gas Rules, upon the request of a retailer, Australian Gas Networks must connect the retail customer's gas installation at the retail customer's premises after the retail customer has satisfied the requirements of clause 2.3 of the Gas Distribution Code (which requirements are set out in sub clauses 6.2 to 6.12).

6.2 Gas Installation Requirements

The retail customer must ensure that the gas installation at the supply address complies with regulatory requirements and AS 5601.

6.3 Safety of Gas Installation

The retail customer must maintain the gas installation at the supply address in a safe condition.

6.4 Contract with a Gas Retailer

The retail customer must ensure that the retail customer has a contract for the purchase of gas with a retailer which has a contract with Australian Gas Networks for the haulage of gas.

6.5 Certificate of Compliance

The retail customer must ensure that Australian Gas Networks is provided with a completed certificate of compliance from the gas installer for the customer's gas installation work (being the fixed pipes and fixed appliances, and associated equipment, downstream from the meter).

6.6 Safe and Convenient Access

The retail customer must satisfy Australian Gas Networks that there is safe and convenient access to the metering installation and the customer's gas installation for:

- (a) connection or disconnection of supply;
- (b) inspection or testing of gas installations or metering installations;
- (c) undertaking inspection, repairs, testing or maintenance of the distribution network;
- (d) collection of metering data,

in accordance with the provisions of the Gas Distribution Code or other industry codes made by the Commission from time to time.

6.7 Protection of Australian Gas Networks' Equipment

The retail customer must protect Australian Gas Networks' equipment at the customer's supply address from damage and interference. Australian Gas Networks' equipment includes its pipes.

6.8 Owner Contact Details (for Rental Properties Only)

If the connection relates to a supply address that is a rental property, the retail customer must provide the retailer with contact details for the owner of the supply address (or the owner's agent).

6.9 Notification of Changes

The retail customer must provide the retailer with information as soon as possible if there is:

- (a) any change to the major gas usage purpose of the customer's supply address;
- (b) any change affecting access to the metering installation;
- (c) any proposed change to the customer's gas installation which may affect the quality or safety of the supply of gas to the customer or any other person; or
- (d) any gas leak or other problem with Australian Gas Networks' distribution network (which includes Australian Gas Networks' pipes or metering installation).

6.10 Minimise Risk of Loss or Damage

The retail customer must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the customer which may result from poor quality or reliability of gas supply.

6.11 Adequate Gas Supply

Australian Gas Networks is not obliged to commence or continue with the connection work unless an adequate gas supply is available at the required volume and pressure at the boundary of the supply address.

6.12 Extensions or Expansions

Australian Gas Networks is not obliged to commence or continue with the connection work unless any extensions or expansions of the distribution network that are required for the connection have been completed.

6.13 Interpretation

Terms used in this clause 6 have the meanings given to them in the Gas Distribution Code.

7 GENERAL CLAUSES

7.1 Full Information

The retail customer must give Australian Gas Networks any information Australian Gas Networks reasonably requires for the purposes of the connection contract. The information must be correct. The retail customer must not mislead or deceive Australian Gas Networks in relation to any information provided to Australian Gas Networks.

7.2 Customer's Obligation to Comply with Energy Laws and Australian Gas Networks Requirements

The retail customer must comply with:

- (a) the energy laws relating to the provision of basic connection services under the connection contract; and
- (b) Australian Gas Networks' reasonable requirements under the energy laws, including Australian Gas Networks' service and installation rules. This includes a requirement that the retail customer provides and maintains at the retail customer's premises any reasonable or agreed facility required by Australian Gas Networks to provide a basic connection service to the retail customer's premises.

7.3 Access to the Premises

The retail customer must provide Australian Gas Networks and its authorised representatives (together with all necessary equipment) safe and unhindered access to the retail customer's premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow Australian Gas Networks to provide the connection. If Australian Gas Networks or its representatives do not have safe and unhindered access to the premises and are required to undertake

a repeat visit to undertake work when safe and unhindered access is available, Australian Gas Networks will impose a connection charge for the additional connection service involved in the repeat visit. The details of the charge are available on Australian Gas Networks' website (www.australiangasnetworks.com.au) and will be calculated on the basis detailed on Australian Gas Networks' website at the relevant time.

7.4 Australian Gas Networks' Obligations

If Australian Gas Networks or its representatives seek access to the premises under sub-clause 7.3 above, they will:

- (a) comply with all relevant requirements under the energy laws;
- (b) carry or wear official identification; and
- (c) show the identification if requested.

7.5 Obligations if not an Owner

If the retail customer cannot meet an obligation relating to the retail customer's premises under the connection contract because the retail customer is not the owner of the premises, the retail customer will not be in breach of the obligation if the retail customer takes all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7.6 Privacy Act

Australian Gas Networks will comply with all relevant privacy legislation in relation to the retail customer's personal information. A summary of Australian Gas Networks' privacy policy can be found on Australian Gas Networks' website. If the retail customer has any questions, the retail customer can contact the privacy officer as specified in the policy.

8 VALIDITY OF OFFER

Australian Gas Networks' offer is made on the date of offer specified in the offer document. The offer remains open for acceptance for 45 business days from the date of the offer (unless the period for acceptance is extended by agreement between the connection applicant and the distributor). The offer lapses if not accepted within that period for acceptance.

9 EFFECT OF ACCEPTANCE

9.1 Deemed Standard Connection Contract

Upon acceptance of the offer, the terms and conditions set out in this document will form additional terms and conditions of the deemed standard connection contract that will arise between Australian Gas Networks and the retail customer, in relation to the retail customer's premises, in accordance with section 70(2) of the National Energy Retail Law.

9.2 Other Customer Connection Contract

Clause 9.1 will not apply where the acceptance of the offer does not give rise to a deemed standard connection contract under section 70(2) of the National Energy Retail Law. In that case, upon acceptance of the offer, the terms and conditions set out in this document will form additional terms and

conditions of the deemed AER approved standard connection contract or negotiated connection contract (whichever exists) between Australian Gas Networks and the retail customer in relation to the retail customer's premises.

10 SCOPE OF CONTRACT

10.1 Scope of Connection Contract

Under the connection contract, Australian Gas Networks agrees to provide a basic connection service at the retail customer's premises. Australian Gas Networks also agrees to meet other obligations set out in the connection contract and to comply with energy laws.

10.2 Customer Connection Services

The connection contract does not cover the provision of customer connection services (apart from the basic connection service). Other customer connection services are provided under the customer connection contract.

10.3 Sale of Energy

The connection contract does not cover the sale of gas at the retail customer's premises. This is the role of the gas retailer.

11 FORCE MAJEURE

11.1 Effect of Force Majeure

If either party cannot meet an obligation under the connection contract because of an event outside the control of the party ("**a force majeure event**"):

- (a) the obligation is suspended to the extent that it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact, including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

11.2 Deemed Prompt Notice

If the effects of force majeure are widespread, Australian Gas Networks will be taken to have given prompt notice if Australian Gas Networks makes the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

11.3 Obligation to overcome or minimise effect of Force Majeure

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of the event as soon as practicable.

11.4 Settlement of Industrial Disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

12 AUSTRALIAN GAS NETWORKS' OBLIGATIONS

Some obligations placed on Australian Gas Networks under the connection contract may be carried out by another person. If an obligation is placed on Australian Gas Networks to do something under the connection contract, then:

- (a) Australian Gas Networks is taken to have complied with the obligation if another person does it on Australian Gas Networks' behalf; and
- (b) If an obligation is not complied with, Australian Gas Networks is still liable for the failure to comply with the connection contract.

13 LIABILITY

13.1 No Conditions

To the extent permitted by law, Australian Gas Networks gives no condition, warranty or undertaking, and makes no representation, about the condition, suitability of gas, its quality, fitness for purpose or safety, other than as set out in the customer connection contract.

13.2 Exclusion of Liability

Unless Australian Gas Networks has acted in bad faith or negligently, the National Energy Retail Law excludes Australian Gas Networks' liability for any loss or damage the retail customer suffers as a result of the total or partial failure to supply energy to the retail customer's premises.

14 NOTICES

14.1 How Sent

Notices under the connection contract must be sent in writing unless the connection contract or the National Gas Rules say otherwise.

14.2 When Received

A notice sent under the connection contract is taken to have been received by the retail customer or Australian Gas Networks (as relevant):

- (a) on the day it is handed to the party, left at the party's premises (in the case of the retail customer) or one of Australian Gas Networks' offices (which excludes depots)(in the case of Australian Gas Networks) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
- (b) on the date two business days after it is posted; or
- (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between Australian Gas Networks and the retail customer.

15 DEFINITIONS

Terms used in this document have the meanings given to them in the National Gas Rules unless otherwise defined in this document. In this document:

“**agreed date for connection**” means the agreed date for connection (if any) specified in the offer document.

“**AS 5601**” means AS 5601 – *Gas Installations* published by Standards Australia, as in force from time to time (including any code or standard called up by or under AS 5601

“**basic connection service**” means the basic connection service which Australian Gas Networks offers to provide pursuant to the offer document in relation to the retail customer’s premises.

“**Commission**” means the Essential Services Commission of South Australia.

“**connection**” means a physical link between the distribution network and the retail customer’s premises to allow the flow of gas.

“**connection applicant**” means the connection applicant identified in the offer document. Where the connection applicant so identified is a retailer, a reference to the connection applicant includes a reference to both the retail customer and to the retailer on behalf of the retail customer and also to either of them.

“**connection contract**” means the connection contract formed by the making and acceptance of the offer set out in the offer document.

“**connection work**” means the work involved in the provision of the basic connection service.

“**customer connection contract**” means the deemed standard connection contract, the deemed AER approved standard connection contract or the negotiated connection contract (whichever exists) between Australian Gas Networks and the retail customer, in relation to the retail customer’s premises.

“**distribution network**” means the covered pipeline which constitutes Australian Gas Networks’ South Australian gas distribution network (which is a “distribution pipeline” within the meaning of that term as defined in Part 12A of the National Gas Rules).

“**energise**” means open the connection in order to allow the flow of gas to the retail customer’s premises.

“**Gas Distribution Code**” means the Gas Distribution Code as published and amended from time to time by the Commission pursuant to section 28 of the Essential Services Commission Act 2002.

“**GJ**” means a gigajoule, which is one thousand megajoules.

“**metering installation**” has the meaning given to it in the Gas Distribution Code, namely the meter and associated equipment and installations, which may include correctors, regulators, filters, data loggers and telemetry relating to a delivery point.

“**National Energy Retail Law**” has the meaning given to that term in the *National Energy Retail Law (South Australia) Act 2011* as in force from time to time.

“**National Gas Law**” has the meaning given to that term in the *National Gas (South Australia) Act 2008* as in force from time to time.

“**new connection**” means a connection to be established in accordance with Part 12A of the National Gas Rules and applicable energy laws.

“**offer document**” means the offer document which:

- (a) contains the offer made by Australian Gas Networks; and
- (b) incorporates the terms and conditions of Australian Gas Networks’ standing offer for basic connection services.

“**retail customer**” means the retail customer identified in the offer document.

“**retail customer’s premises**” means the retail customer’s premises as specified in the offer document.

“**TJ**” means a terajoule, which is one thousand gigajoules.

16 **APPLICABLE LAW**

The law of South Australia governs the connection contract.