

ATCO Gas Australia
Connection Contract
General Terms and Conditions
Version July 2024

1 Definitions

In this document, unless the contrary intention is apparent:

Applicable Laws means any legislation, regulations or legally binding instruments (including rules, codes, guidelines, directives, licence conditions or other regulatory instruments) made under legislation or regulations which are directly or indirectly binding on or are expressed to apply to ATCO Gas Australia or the Retailer from time to time and relate to the undertaking of the Works, the Supply Address (including the utilisation of gas at that Supply Address) or the GDS.

Approvals means any licence, permit, consent, certificate, approval or other form of authorisation required to be obtained pursuant to Applicable Law to perform an act or discharge an obligation.

ATCO Gas Australia means ATCO Gas Australia Pty Ltd ACN 089 531 975.

ATCO Personnel means any natural persons (whether employees of ATCO Gas Australia or employees or contractors of its contractors) used by ATCO Gas Australia to undertake the Works.

ATCO Standard Rates means ATCO Gas Australia's standard rates for labour employed by ATCO Gas Australia or any of its Related Bodies Corporate. These rates will be determined in accordance with any requirements of Applicable Laws. ATCO Gas Australia will advise the Retailer of these rates upon request.

Australian Standards means the standards published by Standards Australia.

Authority means any government department, or any statutory, public, municipal, local or other authority charged with the responsibility for administering any Applicable Laws.

Business Day means a day other than a Saturday, Sunday or day which is a public holiday in Western Australia.

Completion means that ATCO Gas Australia determines, acting reasonably, that it has completed the Works and is ready to commission them.

Completion Date means the date on which Completion is achieved.

Connection means a physical link between the GDS and the Supply Address to allow the flow of gas.

Connection Alteration means an alteration to an existing Connection, including an addition, upgrade, extension, expansion, augmentation or any other kind of alteration (and including a change to the metering equipment at the Connection).

Connection Charge means the amount payable by the Retailer to ATCO Gas Australia for undertaking the Works and is equal to the Initial Connection Charge as varied in accordance with clause 12.

Connection Contract means the contract between ATCO Gas Australia and the Retailer in relation to the undertaking of the Works, formed if the Retailer accepts the Offer in the manner and within the timeframe specified in the Offer. The Connection Contract comprises these General Terms and Conditions and the Contract Particulars.

Connection Service means the service of ATCO Gas Australia undertaking the Works and discharging any other obligations it has under the Connection Contract.

Construction Commencement Date means the date on which all of the preconditions set out in clause 3(a) have been satisfied.

Contract Particulars means the document provided by ATCO Gas Australia to the Retailer as part of the Offer setting out the details specific to the Works.

Customer Works means the works to be undertaken by or on behalf of the Retailer or the End Use Customer as described in the Contract Particulars (including the Preliminary Works) and may include matters such as establishing an open trench, vegetation clearance and construction and installation of pipework and gas installations on the End Use Customer's side of the gas meter.

Date for Completion means the date (as described in the Offer) by which ATCO Gas Australia will seek to achieve Completion, as that date may be extended in accordance with the Connection Contract.

End Use Customer means the person described as such in the Contract Particulars.

Event of Force Majeure means an event beyond the reasonable control of a party, and which by the exercise of reasonable diligence that party is not able to prevent or overcome, including without limitation the following provided they meet the foregoing criteria: acts of God, fire, flood, storm, tornado, act or omission of an Authority, failure or breakdown in machinery or failure or disruption to the transportation of goods or services.

GDS means the Mid-West and South-West Gas Distribution Systems owned by ATCO Gas Australia.

Initial Connection Charge means the amount described as such in the Contract Particulars.

Land Access Rights means easements, leases or contractual licences in respect of land.

Latent Conditions means any unanticipated physical conditions at the Site (such as rocks, sand, items of heritage value, weather conditions or artificial objects) which mean that:

- (a) ATCO Gas Australia is unable to complete the Works;
- (b) ATCO Gas Australia is materially hindered in undertaking the Works; or
- (c) in order to complete the Works, ATCO Gas Australia will incur additional costs to those it expected to incur when ATCO Gas Australia prepared the Offer.

Offer means the offer provided by ATCO Gas Australia to the Retailer to enter into a contract for establishing or altering a connection, which offer consists of these General Terms and Conditions and the Contract Particulars.

Preliminary Works means the preliminary works set out in the Contract Particulars (being the works ATCO Gas Australia requires to be completed before ATCO Gas Australia will commence the Works).

Retailer means the person described as such in the Contract Particulars.

Service Agreement means the contract between ATCO Gas Australia and the Retailer for provision of haulage services using the GDS.

Site means the land to which ATCO Gas Australia requires access to undertake the Works.

Supply Address means the address to which gas will be delivered through the connection to be established or altered by ATCO Gas Australia, as specified in the Contract Particulars.

Works means the works described in the Contract Particulars.

2 Overview

The Connection Contract sets out the terms upon which ATCO Gas Australia will establish a connection, or alter an existing connection, between the GDS and the Supply Address.

3 Preconditions to Commencement of the Works

- (a) ATCO Gas Australia is not required to commence the Works until such time as all of the following have occurred:
- (i) the Preliminary Works have been completed (whether by the Retailer or the End Use Customer) to ATCO Gas Australia's reasonable satisfaction;
 - (ii) ATCO Gas Australia has received from the Retailer (in cleared funds) the Initial Connection Charge (or such part of the Initial Connection Charge which the Contract Particulars provide are a condition to the commencement of the Works);
 - (iii) the Approvals and Land Access Rights for the Works have been obtained in accordance with clause 4;
 - (iv) ATCO Gas Australia is satisfied (acting reasonably) it will have safe and unhindered access to the Supply Address and the Site as required to undertake the Works;
 - (v) for sites that are due to be demolished, the Retailer has arranged for a qualified gas fitter to purge the supply lines, prior to any demolition works commencing;
 - (vi) any other precondition identified in the Contract Particulars has been satisfied.
- (b) If the conditions referred to in clause 3(a) have not been satisfied within the period from acceptance of the Offer specified in the Contract Particulars, then ATCO Gas Australia may by notice to the Retailer terminate the Connection Contract. In that case ATCO Gas Australia will (to the extent received in cleared funds) refund to the Retailer any payments received from the Retailer less the amount of costs incurred by ATCO Gas Australia in respect of works, events, acts or omissions up to the date of termination and costs incurred by ATCO Gas Australia because of the termination (but in either case excluding any costs not incurred by ATCO Gas Australia in accordance with good industry practice).
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4 Approvals and Land Access Rights

- (a) ATCO Gas Australia will obtain any Land Access Rights and Approvals the Contract Particulars provide will be obtained by ATCO Gas Australia. The Retailer must obtain, or procure the End Use Customer obtains, any other Land Access Rights and Approvals referred to in the Contract Particulars.
- (b) All Land Access Rights and Approvals obtained must be on terms acceptable to ATCO Gas Australia (acting reasonably) and will not be regarded as having been obtained unless the terms thereof are so acceptable. Without limiting what is relevant to determining what is acceptable to ATCO Gas Australia acting reasonably, a Land Access Right or Approval will not be acceptable to ATCO Gas Australia if:
- (i) it imposes costs (whether upfront or over the term of the Land Access Right or Approval) upon ATCO Gas Australia greater than those assumed by ATCO Gas Australia (acting reasonably) in formulating the Offer; or

- (ii) in respect of a Land Access Right, if it does not grant ATCO Gas Australia, rights consistent with clause 5.
- (c) A Land Access Right or Approval will not be regarded as having been obtained until all rights for any person to challenge the acquisition, grant or terms of that Land Access Right or Approval (whether by appeal, judicial review, Ministerial review or otherwise) have expired and been exhausted (including where there has been an appeal or review application on the date on which any review or appeal is dismissed, struck out or withdrawn or all questions raised by any such review or appeal have been finally determined (other than the question of costs)).

5 Access to Site

- (a) The Retailer must provide or procure the End Use Customer provides ATCO Gas Australia (including to avoid doubt its employees, servants, agents and contractors) with clear, unlimited and safe access to the Supply Address for the purpose of undertaking the Works and in accordance with any requirements set out in the Contract Particulars:
 - (i) on Monday through to Friday from 6:00am to 6:00pm; and
 - (ii) at any other time requested by ATCO Gas Australia unless the Retailer has indicated to ATCO Gas Australia that reasonable circumstances exist at a time stated which prevent the Retailer from providing ATCO Gas Australia access to the Supply Address.
- (b) The Retailer must ensure no employee, agent or contractor of the Retailer or the End Use Customer hinders or disrupts ATCO Gas Australia's access to the Supply Address.
- (c) It is not reasonable for the Retailer to prohibit (including on behalf of the End Use Customer) ATCO Gas Australia from having access to the Supply Address in accordance with clause 5(a)(ii), due to the existence of adverse weather conditions.
- (d) The Retailer must ensure that:
 - (i) the condition of the Supply Address is safe and without threats to health and safety (other than those which can be avoided or mitigated to as low as reasonably practicable by reasonable measures);
 - (ii) all known hazards at the Supply Address have been shown to ATCO Gas Australia prior to commencement of the Works; and
 - (iii) ATCO Gas Australia is notified of any safety and security procedures applicable to the Supply Address prior to commencing the Works.
- (e) Where the Supply Address has safety or site security induction procedures, ATCO Gas Australia may charge the ATCO Standard Rates for any time spent by ATCO Personnel in that induction process. Such charges are additional to the Connection Charge.
- (f) The Retailer must ensure the Supply Address has a clear maintenance access path (minimum 600mm wide, minimum clearance 1000mm in front and minimum clearance of 500mm side and rear of the meter set) to enable access to the meter set and related equipment installed by ATCO Gas Australia. This access path must be maintained for so long as the Supply Address remains connected to the GDS.
- (g) If due to hazards or other matters at the Site, ATCO Gas Australia, having regard to occupational health and safety standards which apply to ATCO Gas Australia, considers

(acting reasonably) it is unsafe for ATCO Gas Australia to undertake or continue the Works at the Site, then ATCO Gas Australia may suspend the undertaking of the Works and notify the Retailer of the unsafe conditions. The Retailer is responsible for rectifying, or procuring the End Use Customer to rectify, the unsafe condition and ATCO Gas Australia will not recommence Works until the unsafe conditions are rectified to ATCO Gas Australia's reasonable satisfaction.

- (h) If the Connection Contract terminates prior to Completion, ATCO Gas Australia may access the Supply Address at any time in order to disconnect, dismantle and remove from the Supply Address any goods and equipment supplied or installed by ATCO Gas Australia for the purposes of undertaking the Works (without prejudice to any other rights of recovery that may be available to ATCO Gas Australia). The Retailer must not hinder or disrupt, and must ensure the End Use Customer does not hinder or disrupt, any such access by ATCO Gas Australia to the Supply Address.
- (i) Unless otherwise specified in the Contract Particulars, ATCO Gas Australia will not, and is not responsible for the cost of, reinstating any garden beds, paths, driveways or surface structures at the Supply Address that are dug up or opened up or otherwise required to be disturbed to undertake the Works.

6 Undertaking of the Works

- (a) Subject to clause 6(b), as and from the Construction Commencement Date, ATCO Gas Australia will use its reasonable endeavours to achieve Completion by the Date for Completion.
- (b) The undertaking of the Works may be delayed by the following matters and ATCO Gas Australia is not liable for any delay caused by such matters:
 - (i) the Retailer's failure to comply with the Connection Contract;
 - (ii) events beyond ATCO Gas Australia's reasonable control (that is, an Event of Force Majeure);
 - (iii) delays caused by any suppliers of goods to ATCO Gas Australia (including meter sets) but excluding any delay caused by ATCO Gas Australia's failure to act in accordance with good industry practice;
 - (iv) if emergencies or other events adversely impact the GDS and, as a prudent distributor, ATCO Gas Australia diverts resources to address those events (but excluding an emergency or event caused by ATCO Gas Australia's failure to act in accordance with good industry practice);
 - (v) delays caused by third parties including Authorities or operators of other infrastructure (for example roads or telecommunications infrastructure) but excluding any delays caused by ATCO Gas Australia's failure to act in accordance with good industry practice;
 - (vi) any disruption or delay to ATCO Gas Australia's access to the Site (unless caused by ATCO Gas Australia's failure to act in accordance with good industry practice);
 - (vii) any health and safety incident or issue, which ATCO Gas Australia considers (having regard to safety laws) requires a suspension to the Works or which otherwise delays the Works, but excluding any health and safety incident or issue

caused by ATCO Gas Australia's failure to act in accordance with good industry practice;

- (viii) if any assumption specified in the Contract Particulars is incorrect;
- (ix) where ATCO Gas Australia suspends the Works in the circumstances permitted by this Contract.

- (c) In the case of delays referred to in clause 6(b)(ii) to 6(b)(viii), ATCO Gas Australia will take reasonable steps to overcome the delay but is not required to apply additional resources to the Works than those which were planned to be applied prior to the delay. Further ATCO Gas Australia has no obligation to undertake work outside the hours of 6.00am to 6.00pm on Business Days to overcome or mitigate the extent of any delay which has occurred.
- (d) The Date for Completion will be extended by ATCO Gas Australia as reasonably required to reflect the delay caused to ATCO Gas Australia by the events and circumstances in clause 6(b). ATCO Gas Australia will notify the Retailer of any extension to the Date for Completion due to events and circumstances in clause 6(b) once ATCO Gas Australia, acting reasonably, has been able to determine the period of that extension.

7 Asset Location

- (a) If the Contract Particulars set out the location at which assets will be installed by ATCO Gas Australia at the Supply Address then ATCO Gas Australia will install the assets at that location unless in the course of undertaking the Works ATCO Gas Australia identifies conditions which mean it is not safe or technically feasible to do so. If ATCO Gas Australia determines that it needs to move the location of the assets then it will consult with the Retailer as to the End Use Customer's preferred location for those assets but the final location will be determined by ATCO Gas Australia, acting reasonably, having regard to safety, technical and practical considerations.
- (b) If the Contract Particulars do not set out the location of the assets to be installed by ATCO Gas Australia at the Supply Address, then ATCO Gas Australia will consult with the Retailer as to the End Use Customer's preferred location for those assets but the final location will be determined by ATCO Gas Australia, acting reasonably, having regard to safety, technical and practical considerations.

8 Meter Set

- (a) The Contract Particulars may set out the meter set which it is estimated is appropriate for the Supply Address given the information provided by the Retailer and End Use Customer as to the projected load at the Supply Address.
- (b) ATCO Gas Australia will from time to time conduct surveys to assess the hourly load profiles at the Supply Address (including after Completion). If these surveys identify that the meter set is incorrectly sized given the load profile for the Supply Address then ATCO Gas Australia may need to reconfigure the meter. ATCO Gas Australia will discuss any such proposal with the Retailer prior to undertaking such reconfiguration. The costs of any such reconfiguration undertaken by ATCO Gas Australia will be charged to the Retailer.
- (c) If no estimated meter set is specified in the Contract Particulars then ATCO Gas Australia will determine the appropriate meter set for the Supply Address (acting reasonably) given

the information provided by the Retailer and End Use Customer as to the projected load and customer operating profile at the Supply Address.

9 Ownership of Works

- (a) ATCO Gas Australia is the owner of the Works. The Works are not fixtures and will not be regarded as affixed to the Supply Address or any other land or property.
 - (b) ATCO Gas Australia may use the Works to connect other customers and supply gas to them.
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10 Customer Works

- (a) The Retailer must undertake the Customer Works or procure they are undertaken.
 - (b) The Customer Works must be undertaken in accordance with all Applicable Laws and any reasonable directions given by ATCO Gas Australia.
 - (c) If any defect or deficiency is identified in the Customer Works, the Retailer must procure the remedy of that defect or deficiency promptly after notice by ATCO Gas Australia.
 - (d) The Retailer acknowledges that delays in undertaking the Customer Works may delay the Works.
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11 Information and Co-Operation

- (a) Each party will:
 - (i) give to the other party all reasonable assistance and information; and
 - (ii) co-operate and liaise with the other party,so as to allow that other party to comply with any obligations imposed upon that other party under an Applicable Law or the Connection Contract or which is otherwise reasonably requested by the other party and which relates to the connection at the Supply Address or the Works.
- (b) Without limiting clause 11(a) the Retailer must:
 - (i) provide to ATCO Gas Australia (within 5 Business Days of being requested to do so or such shorter period as ATCO Gas Australia may reasonably request or such longer period as ATCO Gas Australia may reasonably allow) such information requested by ATCO Gas Australia which is reasonably required to enable it to undertake the Works;
 - (ii) provide to ATCO Gas Australia such assistance and do such things as ATCO Gas Australia may reasonably require from time to time in relation to any activity required to be undertaken by ATCO Gas Australia in order to undertake the Works; and
 - (iii) notify ATCO Gas Australia as soon as reasonably possible if (to the knowledge of the Retailer) any information provided by the Retailer to ATCO Gas Australia changes (including information provided by the End Use Customer) or if the Retailer becomes aware of any error or omission in that information or matter which has caused that information to cease to be correct.

12 Charges

- (a) The Initial Connection Charge is specified in the Contract Particulars and represents the amount initially payable for the Works. However the amount payable for the Works is subject to further adjustment in accordance with this clause 12.
- (b) The Initial Connection Charge is determined by ATCO Gas Australia based upon the information provided by the Retailer to ATCO Gas Australia (including information sourced from the End Use Customer). If this information is inaccurate then ATCO Gas Australia may:
 - (i) revise the Connection Charge to reflect the level the Initial Connection Charge would have been set at had accurate information been provided to ATCO Gas Australia;
 - (ii) charge the Retailer additional fees for any service vehicle visits where ATCO Gas Australia was unable to undertake the Works as a result of the provision of inaccurate information;
 - (iii) except to the extent recovered by clause 12(b)(i) and 12(b)(ii), charge the Retailer for any reasonable costs incurred by ATCO Gas Australia due to the provision of that inaccurate information.
- (c) Where ATCO Gas Australia's costs of undertaking the Works are increased by one or more of the events referred to in clause 12(g), ATCO Gas Australia may increase the Connection Charge to recover the additional costs incurred by ATCO Gas Australia due to the relevant event.
- (d) Without limiting the manner in which ATCO Gas Australia's costs of undertaking the Works may be increased, they may be increased due to changes in Applicable Laws which require the Works to be undertaken to a different standard, by events which require ATCO Gas Australia to apply additional resources to the Works, by events which require ATCO Gas Australia to spend more time undertaking the Works than contemplated when preparing the Offer or by events which increase the payments required to be made by ATCO Gas Australia to third parties in respect of the Works.
- (e) The additional costs which ATCO Gas Australia may incur due to the Retailer's failure to comply with the Contract include waiting time for idle labour which cannot undertake work at the Site (or reasonably undertake work elsewhere) and costs of having to re-attend at the Site where ATCO Gas Australia was unable to undertake its work the first time it attended.
- (f) In determining ATCO Gas Australia's costs for any purpose under the Connection Contract:
 - (i) labour of persons employed by ATCO Gas Australia or any of its Related Bodies Corporate will be charged at the ATCO Standard Rates; and
 - (ii) a 16% overhead margin will be added to amounts charged to ATCO Gas Australia by its subcontractors.
- (g) The events referred to in clause 12(c) are:
 - (i) a change in Applicable Laws occurs after the date of the Offer (or if the Offer states that it is based on Applicable Laws in effect as at a particular date, after that date);
 - (ii) a change to any Approval after the date on which it is obtained (include a variation in the terms of the Approval, its cancellation or the substitution of a

new Approval) but excluding any change consequent upon ATCO Gas Australia's breach of the Approval;

- (iii) any Latent Conditions are discovered after the date of the Offer;
 - (iv) the occurrence of an Event of Force Majeure (whether affecting ATCO Gas Australia or the Retailer);
 - (v) the Retailer's failure to comply with the Connection Contract;
 - (vi) delays caused by third parties including Authorities or operators of other infrastructure (for example roads or telecommunications infrastructure) but excluding any delays caused by ATCO Gas Australia's failure to act in accordance with good industry practice;
 - (vii) any disruption or delay to ATCO Gas Australia's access to the Site (unless caused by ATCO Gas Australia's failure to act in accordance with good industry practice);
 - (viii) any health and safety incident or issue, which ATCO Gas Australia considers (having regard to safety laws) requires a suspension to the Works or which otherwise delays the Works, but excluding any health and safety incident or issue caused by ATCO Gas Australia's failure to act in accordance with good industry practice;
 - (ix) any assumption specified in the Contract Particulars being incorrect;
 - (x) ATCO Gas Australia suspends the performance of Works in the circumstances permitted by the Connection Contract.
- (h) If ATCO Gas Australia increases the Connection Charge it will as soon as reasonably practicable notify the Retailer, which notice will set out the cause of the variation and how the amount of the varied Connection Charge has been calculated.

13 Invoicing

- (a) To the extent the Initial Connection Charge has not been invoiced and paid pursuant to clause 3, ATCO Gas Australia may invoice the Retailer for the Initial Connection Charge at the times specified in the Contract Particulars.
- (b) If the Connection Charge is increased under clause 12, ATCO Gas Australia may issue an invoice to the Retailer for the additional amount after ATCO Gas Australia has determined the additional amount and notified the Retailer of the quantum of that additional amount.
- (c) If ATCO Gas Australia is entitled to invoice the Retailer for any other amount under the Connection Contract, ATCO Gas Australia may issue an invoice to the Retailer for that amount at such time (or times) determined by ATCO Gas Australia.
- (d) An invoice must be paid within 30 days of the date of its issue.
- (e) If the Retailer fails to pay an invoice by the due date for payment, then interest will accrue on the overdue amount on a daily basis at the rate equal to the "Prescribed Interest Rate" in the Service Agreement.

14 Termination

- (a) ATCO Gas Australia may terminate the Connection Contract if:
 - (i) the Service Agreement is terminated;

- (ii) the Retailer breaches the Connection Contract and does not remedy that breach to ATCO Gas Australia's reasonable satisfaction within 30 days of notice of the breach;
 - (iii) if the Retailer or the End Use Customer causes delays to the Works which in aggregate delay the Works by more than 60 days.
 - (iv) if a Force Majeure Event causes delays to the Works which in aggregate delay the Works by more than 60 days.
 - (v) if due to a Latent Condition ATCO Gas Australia is unable to complete the Works.
- (b) The Retailer may terminate the Connection Contract by notice to ATCO Gas Australia at any time prior to completion of the Works.
 - (c) The Retailer may terminate the Connection Contract by notice to ATCO Gas Australia if ATCO Gas Australia breaches the Connection Contract and does not remedy that breach to the Retailer's reasonable satisfaction within 30 days of notice of the breach.
 - (d) If the Connection Contract is terminated prior to Completion, then ATCO Gas Australia has no obligation to complete the Works.
 - (e) If the Connection Contract is terminated prior to Completion the Retailer must procure the End Use Customer to provide ATCO Gas Australia such access to the Supply Address as required to make safe any installations or infrastructure ATCO Gas Australia has installed and, if elected by ATCO Gas Australia, to remove any installations or infrastructure installed as part of the Works.
 - (f) The Retailer must reimburse ATCO Gas Australia any reasonable costs it incurs as a result of termination of the Connection Contract (including costs under clause 14(e)). However, this does not apply if the Connection Contract is terminated under clause 14(c).
 - (g) If the Connection Contract is terminated prior to Completion ATCO Gas Australia will refund to the Retailer any payments received from the Retailer less the costs incurred by ATCO Gas Australia in undertaking the Works and (where chargeable) any costs incurred by ATCO Gas Australia under clause 14(f). Where the costs in undertaking the Works and (where chargeable) any costs incurred by ATCO Gas Australia under clause 14(f) exceed the payments received from the Retailer, then ATCO Gas Australia may issue an invoice to the Retailer for the shortfall under clause 13.

15 Pulsehead Metering

- (a) If the Retailer wishes pulsehead metering to be installed at (or to service) the Supply Address, the terms of the Schedule will apply (in addition to the remainder of these General Terms and Conditions applying).
- (b) Pulsehead metering means metering capable of providing a pulse output for monitoring of gas usage.

16 Term

The provisions of the Connection Contract continue to operate despite the achievement of Completion.

17 Amendment

The Connection Contract may only be amended by a further agreement in writing (including recorded electronically) between the Retailer and ATCO Gas Australia.

18 Incorporation of Service Agreement Terms

The provisions of the Service Agreement set out under the following headings are taken to be incorporated into and form part of the Connection Contract as though references in those terms to “this Service Agreement” were to this Connection Contract and as though the Connection Service were a Service under the Service Agreement:

- (a) Duty and GST;
- (b) Assignment, Transfer, Novation and Capacity Trading;
- (c) Liability of Parties;
- (d) Dispute Resolution;
- (e) Notices and Address for Notices;
- (f) Confidentiality and Information Exchange;
- (g) Miscellaneous (but excluding any provisions relating to amendment of the Service Agreement)
- (h) Rules for Interpreting this Service Agreement.

SCHEDULE – PULSEHEAD METERING

1 Application

- (a) This schedule will apply if the Contract Particulars provide, or it is otherwise agreed by the Retailer and ATCO Gas Australia, that pulsehead metering will be installed to service the Supply Address.
 - (b) To avoid doubt, clauses 1 to 18 of the General Terms and Conditions apply to this Schedule except to the extent a provision of those General Terms and Conditions is inconsistent with this Schedule.
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2 Installation Location

The pulsehead metering will be installed in the location selected by ATCO Gas Australia acting reasonably, having regard to safety, technical and practical considerations.

3 Access

- (a) The Retailer must ensure that the owner of the Supply Address in such form satisfactory to ATCO Gas Australia:
 - (i) consents to the installation of the pulsehead metering and to ATCO Gas Australia having access to the pulsehead metering as required by this clause 3; and
 - (ii) acknowledges ATCO Gas Australia is the owner of the pulsehead metering.
 - (b) The Retailer must ensure ATCO Gas Australia has all necessary access to install and commission the pulsehead metering.
 - (c) The Retailer must ensure ATCO Gas Australia has all necessary access, for so long as the pulsehead metering remains installed, to operate, maintain, inspect, test and replace the pulsehead metering.
 - (d) Where ATCO Gas Australia needs to access the location in which the pulsehead metering is located to exercise the right in clause 3(c) it will give the occupants of the location such notice as may be required by Applicable Law or, if Applicable Law does not regulate notice requirements, then notice consistent with ATCO Gas Australia's standard practices from time to time.
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4 Power Supply

- (a) The Retailer must ensure there is an uninterrupted power supply and a backup power supply to the pulsehead metering satisfactory to ATCO Gas Australia acting reasonably.
- (b) Such power supply must be provided to ATCO Gas Australia without charge.
- (c) The electrical equipment providing the power supply must comply with all Applicable Laws and relevant Australian Standards including:
 - (i) the Australian Standard requirement for electrical circuits in a zone 2 hazardous gas environment; and
 - (ii) AS60079.25, AS60079.10, AS3000, AS2381.1, AS2381.7 (as amended and updated from time to time).

- (d) If required by the Applicable Laws and Australian Standards referred to in clause 4(c), or if otherwise required by ATCO Gas Australia, the Retailer must ensure a hazardous area safety device is installed in proximity to the pulsehead metering.
 - (e) ATCO Gas Australia is not required to install the pulsehead metering until:
 - (i) it is satisfied, acting reasonably, that the requirements of this clause 4 will be complied with; and
 - (ii) in respect of the electrical installations which will service the pulsehead metering, it has been provided with all electrical certificates of compliance required to be prepared by Applicable Law as a condition to power being supplied from those electrical installations.
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5 No Interference

- (a) The Retailer must ensure that no one, other than ATCO Gas Australia or its authorised contractors, interferes with or works on the pulsehead metering or connects or attaches anything to the pulsehead metering.
 - (b) Without limiting clause 5(a) no box or other covering may be placed around the pulsehead metering unless this has been approved in writing by ATCO Gas Australia (in which case the box or other covering must comply with the terms of the approval).
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6 Costs

- (a) The installation of the pulsehead metering forms part of the Works and the costs of that installation will be included in the Connection Charge.
- (b) If the pulsehead metering is damaged by any cause (other than ATCO Gas Australia failure to comply with good industry practice) the Retailer must pay ATCO Gas Australia its charges for repair or replacement of the pulsehead metering. Those charges will be determined in accordance with the requirements any Applicable Laws and, to the extent Applicable Laws do not regulate the matter, then at such level as ATCO Gas Australia considers is required to recoup its costs and provide a reasonable rate of return.
- (c) If the Retailer wishes the pulsehead metering to be removed, ATCO Gas Australia will notify the Retailer of the amount payable for that removal and when that amount must be paid.
- (d) Any invoice for amounts due under this clause 6 must be paid by the Retailer within 10 Business Days of its receipt.