

# **Central Ranges Pipeline Pty Limited**

ACN 108 218 355

(**“APA”**)

(a member of the APA Group)

## **Model Standing Offer for a Basic Connection Service**

**Version: 1.0**

**Date: 1 July 2013**

**CENTRAL RANGES PIPELINE PTY LIMITED**

**CENTRAL RANGES GAS 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 Central Ranges Pipeline Pty Limited (“**APA**”) to provide basic connection services to a retail customer for connection between the retail customer’s premises and the covered gas distribution network that is associated with the Central Ranges towns, namely:

- (a) Tamworth;
- (b) Gunnedah;
- (c) Mudgee;
- (d) Dunnedo;
- (e) Coolah;
- (f) Gulgong;
- (g) Qurindi;
- (h) Werris Creek;
- (i) Coonabarabran; and
- (j) Gilgandra.

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 APA’s 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) APA 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) APA 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 APA’s capital expenditure for the relevant connection assets exceeds the present value of that capital expenditure; and
- (d) APA (and its authorised representatives) have safe and unhindered access to the retail customer’s premises, so that it is not necessary for APA (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 APA (or its authorised representatives) do not get safe and unhindered access to the retail customer’s premises, so that a repeat visit becomes necessary.

## **New South Wales– Standing Offer for Basic Connection Service**

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

**OFFER DOCUMENT**

By this document, Central Ranges Pipeline Pty Limited (“**APA**”) offers to provide a basic connection service to the retail customer named below, on and subject to the terms and conditions set out in APA’s standing offer for basic connection services. A copy of the terms and conditions is available at [www.apa.com.au](http://www.apa.com.au).

Terms used in this offer have the meanings given to them in clause 14 of the terms and conditions.

The details applicable to APA’s offer are as follows:

<b>Retail Customer’s Name</b>	
<b>Retail Customer’s Premises (Address)</b>	
<b>Gas Retailer</b>	
<b>Connection Applicant</b>	Retailer for and on behalf of Retail Customer
<b>Excluded Works</b>	[*****] / N/A <b>[Delete whichever is not applicable]</b>
<b>Assumed Future Use of Supply Services</b>	[**] gigajoules (“GJ”) of gas per annum (at a maximum hourly quantity of [**] GJ per hour).
<b>Date of Offer</b>	

**\*\*\*\* 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 APA).**

**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  
**CENTRAL RANGES PIPELINE PTY 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. The signatory warrants the signatory's authority to accept the offer for and on behalf of the retail customer.

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

## TERMS AND CONDITIONS

### 1. OFFER TO PROVIDE A BASIC CONNECTION SERVICE

This document sets out the terms and conditions of APA's 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 APA's 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) APA estimates that the retail customer's consumption of gas, at or through the connection, will be less than 1TJ per annum; and
- (c) APA 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 APA's 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, APA has relied, and will rely, on information provided by the connection applicant and other information that is or becomes available to APA. APA's 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 gas meter; and
- (b) a service pipe to connect the gas meter 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 gas meter and the service pipe between the gas mains and the gas meter. In particular, but without limitation, the works will not include the provision of pipe beyond the outlet of the gas meter. 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 APA (and its authorised representatives) have safe and unhindered access to the retail customer's premises, so that it is not necessary for APA (or its authorised representatives) to make a repeat visit to the premises.

If APA 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, APA 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**

Subject to this document, APA will use its best endeavours to ensure that the connection work is commenced and completed within the timeframes required by service standards imposed on APA by or under energy laws (or, if none, within a reasonable time).

*Note: APA's obligations under this sub-clause are subject to sub-clauses 5.2 and 5.3 and clause 6.*

### **5.2 Timeframes subject to Compliance**

APA is not obliged to commence or continue with connection work if the connection applicant or the retail customer fail to comply with conditions that are to be met by them.

### **5.3 Energisation**

APA is not required to energise the new connection unless a request to energise the new connection is submitted by a retailer, or APA 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 GENERAL CLAUSES**

### **6.1 Full Information**

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

### **6.2 Customer's Obligation to Comply with Energy Laws and AP 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) APA's reasonable requirements under the energy laws, including APA's 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 APA to provide a basic connection service to the retail customer's premises.

### **6.3 Access to the Premises**

The retail customer must provide APA 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 APA to

provide the connection. If APA 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, APA will impose a connection charge for the additional connection service involved in the repeat visit. The details of the charge are available on APA's website ([www.apa.com.au](http://www.apa.com.au)) and will be calculated on the basis detailed on APA's website at the relevant time.

#### **6.4 APA's Obligations**

If APA or its representatives seek access to the premises under sub-clause 6.3 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.

#### **6.5 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.

#### **6.6 Privacy Act**

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

### **7 VALIDITY OF OFFER**

APA's 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.

### **8 EFFECT OF ACCEPTANCE**

#### **8.1 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 APA and the retail customer, in relation to the retail customer's premises, in accordance with section 70(2) of the National Energy Retail Law.

#### **8.2 Other Customer Connection Contract**

Clause 8.1 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 APA and the retail customer in relation to the retail customer's premises.



## **9 SCOPE OF CONTRACT**

### **9.1 Scope of Connection Contract**

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

### **9.2 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.

### **9.3 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.

## **10 FORCE MAJEURE**

### **10.1 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.

### **10.2 Deemed Prompt Notice**

If the effects of force majeure are widespread, APA will be taken to have given prompt notice if APA 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.

### **10.3 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.

### **10.4 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.

## 11 APA'S OBLIGATIONS

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

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

## 12 LIABILITY

### 12.1 No Conditions

To the extent permitted by law, APA 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.

### 12.2 Exclusion of Liability

Unless APA has acted in bad faith or negligently, the National Energy Retail Law excludes APA's 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.

## 13 NOTICES

### 13.1 How Sent

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

### 13.2 When Received

A notice sent under the connection contract is taken to have been received by the retail customer or APA (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 APA's offices (which excludes depots)(in the case of APA) 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 APA and the retail customer.

## 14 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:

“**approved request for service**” has the meaning given in the Gas Network Code.

“**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 APA offers to provide pursuant to the offer document in relation to the retail customer’s premises.

“**business day**” has the meaning given in the Gas Network Code.

“**completed request for service**” has the meaning given in the Gas Network Code.

“**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 APA and the retail customer, in relation to the retail customer’s premises.

“**distribution network**” means the covered gas distribution network that is associated with the Central Ranges towns (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 installation**” has the meaning given to it in the Gas Network Code.

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

“**National Energy Retail Law**” means the *National Energy Retail Law (NSW)* 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 APA; and
- (b) incorporates the terms and conditions of APA’s 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.

**15 APPLICABLE LAW**

The law of New South Wales governs the connection contract.