

APPLICATION FOR DISCONNECTION OF GAS SERVICE AND REMOVAL OF GAS METER(S) (WHERE PROPERTY IS TO BE DEMOLISHED)

GAS DIVISION

Please return the completed form to ATCO Gas Australia Pty Ltd ('ATCO')
by fax: **1800 501 798** or email: fax-demo@atco.com

For all enquiries, please phone 13 13 56 between 7.00AM and 6.00PM, Monday-Friday

Note: This Application is **not** to be used for meters that are M18AL or above. Please contact the relevant gas retailer to apply for these meters to be disconnected and removed on the Customer's behalf.

SAFETY WARNING: Property demolition must **not** begin until ATCO has confirmed to Customer that all gas services have been disconnected and all gas meters removed. All due care and skill must be taken when conducting demolition at the Property, including to carry out any necessary investigations, to ensure no damage is sustained to ATCO's infrastructure at the Property.

Site address for demolition ('Property')					
Lot No:		Street No:			
Street:		Suburb:		Postcode:	
Date premises vacated:					

Meter(s) to be disconnected and removed at the Property	
Meter No(s):	
("Meter") (meter numbers usually start with M6EW, ME6O2, M6WA Etc.)	

Customer details ('Customer')			
Name:		Address:	
ABN (if any):		Email:	
Contact Person(s) responsible for account:			
Contact numbers:	Home:		Work:
	Mobile:		Fax:
Address for invoices:		Email for invoice:	

Property owner details ('Owner') (if more than one owner, give details of owner who is authorised to bind all owners)			
Name:		Address:	
ABN (if any):		Email:	
Contact Person:			
Contact numbers:	Home:		Work:
	Mobile:		Fax:

Demolition company details			
Name:		Address:	
ABN (if any):		Email:	
Contact Person:			
Contact numbers:	Home:		Work:
	Mobile:		Fax:

ATCO collects this information for the purpose of providing our services to you. We may provide the information to third parties including local government, government authorities and other service providers. For more information on how ATCO collects, uses, holds and discloses your personal information, see our privacy policy at www.atcogas.com.au/privacy.

Customer & Owner agreements and confirmations

Customer and Owner jointly and individually:

- agree to the *Terms* and request that ATCO perform the *Works* upon and subject to the *Terms*;
- agree to pay ATCO the **Standard Fee of \$649.00 plus GST** for the *Works* plus any *Call-out Fee* in accordance with the *Terms*;
- consent to the *Works* and all things necessary for the *Works* (including access to the *Property*); and
- confirm that all information provided by or on behalf of any of them in relation to this Application or the *Works* is true, complete and accurate and not misleading in any way.

In addition, *Owner* confirms that:

- *Owner* owns the *Property* and, if there is more than one owner of the *Property*, is authorised to bind all owners; and
- all gas supply accounts for each *Meter* in whatever name(s) held (including any tenants) have been, and will remain, closed with the relevant gas retailer before making this Application.

Signature of Customer: _____

Date _____

Signature of Owner: _____

Date _____

Note: This Application is subject to the terms and conditions below and further defined terms are set out in those terms and conditions.

Terms and Conditions**Works**

1. Customer or its representative will, if requested by ATCO, be present at the Property at the pre-arranged time for ATCO to conduct the Works.
2. Customer will ensure ATCO is allowed free and ready access to the Property (and all relevant parts of it) to do the Works and is not otherwise hindered or prevented from performing the Works or related things at the Property.
3. ATCO may alter any Works or description of Works at any time, as it determines necessary for safety, legal or regulatory compliance purposes.

Invoicing & payment

4. ATCO may (acting reasonably) invoice Customer for all Fees & Charges and GST under this agreement at any time (including before or after performance of the Works).
5. Customer must pay all invoiced amounts in full (without any set-off or deduction), in cleared funds within 14 days of the date of ATCO's invoice. ATCO may terminate or (at its reasonable discretion) suspend provision of any Works until full payment is received.

Downstream work

6. ATCO has no responsibility to perform any work *downstream* of a gas meter. Customer must engage a licensed gas fitter to perform any work on its gas pipes or appliances *downstream* of any gas meter.

Hazards

7. If anything is discovered or arises at any time in relation to the provision of Works at the Property which ATCO considers to be unsafe or non-compliant with any legal or regulatory requirements, ATCO may terminate this agreement or (at its sole discretion) suspend provision of any Works until the thing is made safe and compliant (at Customer's risk and expense).

Warranties and Liability Limitations

8. When conducting any Works, ATCO will ensure that, so far as is reasonable and practicable, as little detriment or inconvenience is caused and as little damage is done as is possible. However, in performing the Works ATCO may (acting reasonably and at Customer's risk and expense) need to create access openings or otherwise break, damage or disturb surfaces, coatings, structures, ground, landscaping and other things (including any paving, concrete, bitumen, building, wall, fence, gate, lock, sign, floor, ceiling, pipe, conduit, cable, tree or plant) whether within or outside the Property.
9. Customer is and remains solely responsible for:
 - 9.1 reinstatement and repair of all surfaces, coatings, structures, ground, landscaping and other things (including any paving, concrete, bitumen, building, wall, fence, gate, lock, sign, floor, ceiling, pipe, conduit, cable, tree or plant) within the Property boundary;
 - 9.2 drawing ATCO's attention to and clearly marking the location of all services (including electricity, water and telecommunications infrastructure), reticulation, safety hazards and other items requiring special protection, controls and care at the Property;
 - 9.3 controlling or assisting ATCO with the safe control of all safety hazards or other things at the Property requiring special protection or controls; and
 - 9.4 ensuring full and timely compliance with all responsibilities and other liabilities of an owner or occupier of the Property.
10. Despite any other term in this document or any contract, arrangement or understanding between any of Customer, Owner and ATCO, and to the maximum extent permitted by law (including the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)):
 - 10.1 ATCO makes no warranty or representation concerning the Works or any other thing, unless expressly stated in these Terms;
 - 10.2 subject to clause 10.3, ATCO's entire liability to all or any of Customer, Owner and their Associates for loss or damage arising in any way and on any basis (including negligence or willful misconduct) connected with the Works, any related conduct or this agreement, is limited (as ATCO reasonably determines) to:
 - (a) supplying the Works again; or
 - (b) payment of the cost of having the Works supplied again.
 - 10.3 no party will be liable to all or any other party (or their Associates) under this agreement, in any way or on any basis for:
 - (a) any breach, delay, non performance or default arising from any matter or circumstance beyond its reasonable control (including any loss, damage or

expense of any kind arising from any such breach, delay, non performance or default); or

- (b) any consequential or indirect loss, damage or expense including loss of revenue, loss of profit, loss of use, loss of opportunity, wasted expenditure or economic loss however arising (including from breach of any obligation, arrangement or understanding, at law, under any statute or contract or in equity).

Associates

11. ATCO may (acting reasonably) exercise any right or perform any obligation (including performing any Works) itself or with or by any of its Associates.
12. Any guarantee, indemnity or limitation or exclusion of liability in favour of ATCO is in favour of (and may be relied upon by) all and any of ATCO and its Associates, jointly and severally.

Consents

13. Each of Customer and Owner consents to ATCO collecting and using any personal information of them or their Associates for purposes relating to Works (including sharing it with any third party for such purposes). ATCO will comply with the Privacy Act 1988 (Cth) and its privacy policy accessible at www.atcogas.com.au/privacy.
14. Each of Customer and Owner warrants and represents that each owner and occupier of the Property has been informed of and consented to the Works and that Customer has obtained (or will have obtained by the time it is necessary to have obtained them) all necessary third party consents, licenses and approvals for ATCO to do the Works.

General

15. In these Terms, the words "include" and similar expressions are not words of limitation and clause headings are for convenience and do not form part of the agreement.
16. No provision of this agreement may be varied other than in writing executed by each party.
17. Neither Customer nor Owner may assign charge or otherwise transfer any right or obligation under this agreement without ATCO's prior written consent (which will not be unreasonably withheld).
18. The rights, remedies, duties and obligations of any party provided in this agreement are in addition to other rights, remedies, duties and obligations available to or imposed on any party, by law or any regulatory body.
19. These Terms contain the entire understanding between the parties about its subject matter. All prior negotiations, understandings, representations or commitments about that subject matter are of no effect.
20. In interpreting these Terms, no rule of interpretation applies to disadvantage a party on the basis that it drafted or put forward that part.
21. These Terms and this agreement are governed by the laws applicable in Western Australia, Australia.

Definitions

22. **Associate** in relation to a party, means any related body corporate, joint venturer or partner of that party, any contractor directly or indirectly engaged by that party or any such related body corporate, joint venturer or partner, and any principal, officer, employee, agent or other representative of that party or any such related body corporate, joint venturer, partner or contractor.
23. **Call-out Fee** means a call-out fee of \$75.00 plus GST for each occasion that:
 - 23.1 ATCO attends the Property at a pre-arranged time for the Works, but is not given free and ready access to the Property (or any relevant parts of it) necessary to do the Works or is otherwise hindered or prevented from performing the Works; or
 - 23.2 Customer cancels or defers ATCO's attendance at the Property for the Works with less than 24 hours' notice.
24. **Fees & Charges** includes Standard Fee and Call-out Fee;
25. **Standard Fee** means the standard fee of \$649.00 plus GST to disconnect a gas service and remove a gas meter of up to 12m³/hr capacity.
26. **Terms** means this Application including these terms and conditions.
27. **Works** means work and materials reasonably required for the permanent disconnection of the gas service to the Meter and removal of the Meter from the Property