

TERMS OF USE

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JEMENA GAS DISTRIBUTION PORTAL
TERMS AND CONDITIONS OF USE FOR NON-RETAILER
APPLICANTS APPLYING FOR SERVICES IN THE JEMENA GAS
NETWORK
2 May 2016



1. INTRODUCTION

1.1 What is the Jemena Gas Distribution Portal?

The Jemena Gas Distribution Portal ("**Portal**") is an online application provided by Jemena Gas Networks (NSW) Ltd ACN 003 004 322 and its related bodies corporate ("**Jemena**") that gives builders, plumbers, real estate developers and residential customers (or someone else who is acting on behalf of a residential customer) ("**you, your**") and retailers the ability to request the following services ("**Services**") online:

- (a) a new connection (including a Basic Connection Service, Non-Basic Connection Service or Negotiated Connection Service) ("**New Connection Service**");
- (b) alteration to an existing gas meter including upgrading or downgrading or relocating the meter ("**Alteration Services**"); or
- (c) the de-commissioning and removal of a meter ("**Abolishment / Decommissioning Service**")

for premises located in our gas distribution network with annual consumption less than ten (10) terajoules ("**Supply Address**").

In this document, "**our, us, we**" means Jemena.

1.2 Registration and how these terms & conditions apply

To use the Portal, you must apply to register an account. A separate user account must be configured and managed for each user of the system. Registration is free but non-transferable. In submitting a registration request to use the Portal, you represent that the information you are providing is true and accurate. Use of the Portal is free of charge, however accepting an offer in the Portal may attract fees and/or charges as set out in the relevant offer.

In consideration of the mutual promises contained within this document by clicking "I Accept" on the Portal you will be deemed to be legally bound by these terms and conditions (as amended from time to time and published on the Portal) ("**T&Cs**") and in doing so please be aware that:

- (a) the personal details we collect from you may contain unique identifiers that can be used to ascertain your or, as applicable where you are applying on behalf of a customer ("**Client**"), your Client's identity;
- (b) we will collect, use, handle and store personal information in accordance with our Privacy Policy (<http://jemena.com.au/about/privacy.aspx>) ("**Privacy Policy**") and as set out in these T&Cs; and
- (c) we may not be able to provide the Services and may cancel your account if you withdraw your consent in relation to required personal details.

In these T&Cs, the term "personal information" has the same meaning as in our Privacy Policy.

Permission to use the Portal to request a Service is conditional on you agreeing to the T&Cs. If you do not accept the T&Cs, do not click "I Accept".

1.3 What is not covered by these terms?

These T&Cs only apply to non-retailer applications in the Portal for Services in our gas distribution network. Different Portal Terms of Use apply to applications lodged by retailers.

2. APPLICATIONS

2.1 Making and processing applications

Subject to agreeing to be bound by these T&Cs and establishing a Portal account, if you apply through the Portal for:

- (a) a New Connection Service or an Alteration Service for a Supply Address, you will be taken to have applied under Part 12A of the National Gas Rules; or
- (b) an Abolishment / Decommissioning Service for a Supply Address, you will be taken to have applied for that service pursuant to the National Energy Retail Law.

A request by you for Services submitted through the Portal will be assessed by us and processed in accordance with the information published on our website or the Portal at the time you make the application, including how to accept offers to provide Services made to you in the Portal.

2.2 Applications for a New Connection Service – nomination of retailer by us

If you lodge an application for a New Connection Service in the Portal, you agree that we will nominate a retailer to sell gas to the Supply Address. This applies even if you already have a gas supply agreement with a retailer.

The nomination of a retailer does not restrict or prevent you or, where you are applying on behalf of a Client, your Client from subsequently choosing a different retailer at any time after the connection has been established at the Supply Address.

If you already have an arrangement in place with a retailer, you should request the retailer to arrange the connection on your behalf. Alternatively, you can submit a paper application by using the form published on our website.

3. CHANGES TO THESE T&CS

We reserve the right to change these T&Cs from time to time. You may deregister your account at any time if you do not agree to these T&Cs (as amended).

4. YOUR PERSONAL INFORMATION

4.1 Information which we may collect

You acknowledge that:

- (a) any personal information provided by you is freely given by you and with your consent; and
- (b) that we may obtain some personal information about you as an incidental part of providing the Services to you.

We will not collect or store your financial information or banking related information on the Portal. Where you are required to make a payment to us in relation to a Service, if you are paying by credit card you will be automatically directed to make those payments via a website operated and maintained by our financial institution agent. As that website is not operated or maintained by us, we disclaim all responsibility for the security or the unauthorised access or use of any information which is transmitted by you to or from that website.

If:

- (c) you are a corporation, partnership or other entity and not an individual; or
 - (d) you are an individual and are providing information in relation to someone other than yourself,
- then in those circumstances (as applicable) you are responsible for obtaining all relevant consents from, and providing all relevant notices to, individuals whose personal information is provided by you to us in

connection with the Portal, so as to ensure that our dealings with that information pursuant to these T&Cs and our Privacy Policy comply with our obligations under any privacy laws.

Specifically, where you are applying for a Service in the Portal you must obtain the informed consent from every person whose personal information will be provided to us, including the Client (“**affected person**”) for that persons’ personal information to be provided by you to us, in compliance with applicable legislation and regulations, including the Privacy Act 1988 (Cth) and the matters identified in Australian Privacy Principle 1.4, when you collect their personal information to make an application in the Portal.

4.2 Our use of personal information

We undertake to comply with our Privacy Policy and applicable privacy laws in relation to your personal information and subject to clause 4.1, where you are applying on behalf of a Client, the personal information of every affected person.

By accepting these T&Cs you consent to and confirm you have obtained every affected person’s consent (as applicable) to:

- (a) our use of your/their personal information to verify your/their identity for lawful purposes;
- (b) the provision of your/their personal information to a nominated or (as applicable) default retailer for lawful purposes;
- (c) the use of your/their personal information in an aggregated and de-identified form for research and analysis purposes (in all such circumstances, we will ensure that individuals remain anonymous);
- (d) us sending you/them emails in relation to the provision of the relevant Service and for administrative purposes; and
- (e) us sending you/them associated gas connections direct marketing material unless you/they choose to opt out. Information about how to opt out from receiving such marketing material from us will be provided in each direct marketing communication we send you/them.

We will only use personal information collected in the Portal in a manner consistent with these T&Cs, the terms and conditions for the Service we provide and our Privacy Policy.

If you do not and/ or any affected person (as applicable) does not consent to any of the above uses, you can email us accordingly at: newhomeconnections@jemena.com.au. However, we may not be able to consider your application or provide the requested Service if consent is withheld in relation to certain required personal information.

5. YOUR RESPONSIBILITY FOR THE PORTAL AND OTHER OBLIGATIONS

We reserve the right to cancel your Portal account if you do not comply with the following obligations:

- (a) you must ensure that your access to the Portal is not illegal or prohibited by law and comply with these T&Cs at all times;
- (b) all intellectual property in the Portal is owned or licensed by us and except for a licence to use the Portal in accordance with these T&Cs, nothing in these T&Cs grants you any right, title or interest in relation to the Portal. You must not copy, adapt or otherwise breach any intellectual property rights in the registration process, screen displays and anything else related to the Portal;
- (c) you must not provide your log-in details to any other person (including without limitation other household members or employees) ;
- (d) you must not attempt to use or misuse the Portal:
 - (i) for any unauthorised commercial purpose; or
 - (ii) to breach any law or regulation or allow any person to do the same; or
 - (iii) to infringe another person's rights or expose us to liability or do anything which could bring us or our service providers into disrepute; or
 - (iv) in any way which may damage any property of a third party or injure any person; and

- (e) you must take all best efforts to restrict access to the Portal by any other person using your log-in details.

6. USE OF THE PORTAL

6.1 Maintenance and down time

We may conduct maintenance on the Portal from time to time. Your use of the Portal may be temporarily disrupted from time to time for maintenance and related purposes.

6.2 Internet connection

You must arrange for your own internet connection in order to access the Portal.

7. LIABILITY

7.1 Terms Implied by Statute

You have statutory guarantees and other rights that cannot be excluded under the Australian Consumer Law. Nothing in these T&Cs limits or excludes any such rights.

7.2 Security of Information

Unfortunately, no data transmission over the Internet and via home area networks can be guaranteed as totally secure. While we strive to protect such information, we cannot ensure the security of any information which is transmitted. In addition, we disclaim all responsibility for hacking or other wilful or unauthorised access to such information.

7.3 Portal Program Not Guaranteed to be Error Free

Subject to clause 7.1, you acknowledge that the Portal cannot be guaranteed error free. You acknowledge that the existence of any such errors will not constitute a breach of this agreement.

7.4 No Liability for Damages

Except as expressly provided in this agreement, and to the maximum extent permitted at law, we will not be liable to you for any loss or damage, including special, indirect or consequential damages (including damages for loss of profit, loss of revenue, or loss of opportunity) in relation to your use of the Portal.

Subject to clause 7.1 we have no liability for any failure to comply with these T&Cs where that failure is due to circumstances beyond our reasonable control.

8. TERM OF AGREEMENT

8.1 Termination

This agreement begins from the time you click "I Accept" and terminates automatically upon the occurrence of any of the following circumstances:

- (a) if you breach any term of this agreement, upon notice by us that the agreement is terminated;
- (b) if you cancel your account by emailing us at newhomeconnections@jemen.com.au or give notice that you withdraw your consent in relation to providing us with personal information required to receive the Service; or
- (c) if you are a company, firm or partnership, if that company, firm or partnership is dissolved or wound up.

8.2 Consequences of Termination

Upon termination, your account will be disabled or deactivated and you will no longer be able to access the Portal.

9. GOVERNING LAW

These T&Cs are governed by the law of New South Wales, Australia.

10. INCONSISTENCY

To the extent of any inconsistency between these T&Cs and:

- (a) the relevant Services offer document (as applicable and current as at the date an offer is made in the Portal) the terms and conditions of the New Connection Service or Alteration Service offer will prevail; or
- (b) the access arrangement for our gas distribution network as in force from time to time under the National Gas Law ("**Access Arrangement**"), the terms of the Access Arrangement will prevail; or
- (c) information published by Jemena in relation to the proposed operation of the Portal for general information purposes, the terms of this document prevails.

11. DICTIONARY

In these T&Cs, except where indicated otherwise terms which are defined in the:

- (a) Services offer documents (as applicable) current as at the date an application is made in the Portal; and
- (b) Access Arrangement,

have the same meaning in these T&Cs.

JEMENA GAS DISTRIBUTION PORTAL
TERMS AND CONDITIONS OF USE FOR NON-RETAILER APPLICANTS
APPLYING FOR SERVICES IN THE EVOENERGY NETWORK
2 May 2016

1. INTRODUCTION

1.4 What is the Jemena Gas Distribution Portal?

Jemena Gas Networks (NSW) Ltd ACN 003 004 322 and its related bodies corporate ("**Jemena**") operates the Jemena Gas Distribution Portal ("**Portal**") for itself and on behalf of Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) and Icon Distribution Investments Limited (ABN 83 073 052 224) t/as Evoenergy (ABN 76 670 568 688) ("**our, us, we or Evoenergy**").

The Portal is an online application that gives builders, plumbers, real estate developers and residential customers (or someone else who is acting on behalf of a residential customer) ("**you, your**") and retailers the ability to request the following services ("**Services**") online:

- (a) a new connection of premises (including a Basic Connection Service, Non-Basic Connection Service or Negotiated Connection Service) ("**New Connection Service**");
- (b) alteration to an existing gas meter including upgrading or downgrading or relocating the meter ("**Alteration Services**"); or
- (c) the de-commissioning and removal of a meter ("**Abolishment / Decommissioning Service**"),

for premises located in our gas distribution network with annual consumption less than ten (10) terajoules ("**Supply Address**").

1.5 Registration and how these terms & conditions apply

To use the Portal, you must apply to register an account. A separate user account must be configured and managed for each user of the system. Registration is free but non-transferable. In submitting a registration request to use the Portal, you represent that the information you are providing is true and accurate. Use of the Portal is free of charge, however accepting an offer in the Portal may attract fees and/or charges as set out in the relevant offer.

In consideration of the mutual promises contained within this document by clicking "I Accept" on the Portal you will be deemed to be legally bound by these terms and conditions (as amended from time to time and published on the Portal) ("**T&Cs**") and in doing so please be aware that:

- (a) the personal details we and Jemena collect from you in relation to your use of the Portal may contain unique identifiers that can be used to ascertain your or, as applicable where you are applying on behalf of a customer ("**Client**"), your Client's identity;
- (b) we and Jemena will collect, use, handle and store personal information in accordance with these T&Cs, the terms and conditions for the Service we provide and respectively:
 - (i) for Evoenergy, our privacy policy which is available on our website at: <http://www.evoenergy.com.au/en/legal/privacy-policy.aspx> ("**Evoenergy Privacy Policy**"); and
 - (ii) for Jemena, the Jemena privacy policy which is available on the Jemena website at: <http://jemena.com.au/about/privacy.aspx> ("**Jemena privacy policy**");
- (c) we may not be able to provide the Services and may arrange for your account to be cancelled if you withdraw your consent in relation to required personal details.

Permission to use the Portal to request a Service is conditional on you agreeing to the T&Cs. If you do not accept the T&Cs, do not click "I Accept".

1.6 What is not covered by these terms?

These T&Cs only apply to non-retailer applications in the Portal for Services in our gas distribution network. Different Portal terms of use apply to applications lodged by retailers and in relation to applications for services in other networks.

2. APPLICATIONS

2.1 Making and processing applications

Subject to agreeing to be bound by these T&Cs and establishing a Portal account, if you apply through the Portal for:

- (a) a New Connection Service or an Alteration Service for a Supply Address, you will be taken to have applied on your own behalf or your Client (as applicable) and from 1 July 2016 under Part 12A of the National Gas Rules; or
- (b) an Abolishment / Decommissioning Service for a Supply Address, you will be taken to have applied for that service pursuant to the National Energy Retail Law.

A request by you for Services submitted through the Portal will be assessed by us and processed in accordance with the information published on our website or the Portal at the time you make the application, including how to accept offers to provide Services made to you in the Portal.

2.2 Applications for a New Connection Service – nomination of retailer by us

If you lodge an application for a New Connection Service in the Portal, you agree that we will nominate a retailer to sell gas to the Supply Address. This applies even if you already have a gas supply agreement with a retailer.

The nomination of a retailer does not restrict or prevent you or, where you are applying on behalf of a Client, your Client from subsequently choosing a different retailer at any time after the connection has been established at the Supply Address.

If you already have an arrangement in place with a retailer, you should request the retailer to arrange the connection on your behalf. Alternatively, you can submit a paper application by using the form published on our website.

3. CHANGES TO THESE T&CS

We reserve the right to change these T&Cs from time to time. You may deregister your account at any time if you do not agree to these T&Cs (as amended).

4. YOUR PERSONAL INFORMATION

4.1 Information which we may collect

You acknowledge that:

- (a) any personal information provided by you is freely given by you and with your consent; and
- (b) that we and Jemena may obtain some personal information about you as an incidental part of providing the Services to you.

We and Jemena will not collect or store your financial information or banking related information on the Portal. Where you are required to make a payment to us in relation to a Service, if you are paying by credit card you will be automatically directed to make those payments via a website operated and maintained by our financial institution agent. As that website is not operated or maintained by Jemena or us, we disclaim

on our behalf and on behalf of Jemena, all responsibility for the security or the unauthorised access or use of any information which is transmitted by you to or from that website.

If:

- (a) you are a corporation, partnership or other entity and not an individual, or
- (b) you are an individual and are providing information in relation to someone other than yourself,

then in those circumstances (as applicable) you are responsible for obtaining all relevant consents from, and providing all relevant notices to, individuals whose personal information is provided by you to us and Jemena in connection with the Portal, so as to ensure that our and Jemena's dealings with that information pursuant to these T&Cs comply with our and Jemena's obligations under any privacy laws.

Specifically, where you are applying for a Service in the Portal you must obtain the informed consent from every person whose personal information will be provided to us, including the Client ("**affected person**") for that person's personal information to be provided by you to us and Jemena, in compliance with applicable legislation and regulations, including the Privacy Act 1988 (Cth) and the matters identified in Australian Privacy Principle 1.4, when you collect their personal information to make an application in the Portal.

4.2 Our use of personal information

We and Jemena undertake to comply with applicable privacy laws in relation to your personal information and subject to clause 4.1, where you are applying on behalf of a Client, the personal information of every affected person .

By accepting these T&Cs you consent to and confirm you have obtained every affected person's consent (as applicable) to:

- (a) our/Jemena's use of your/their personal information to verify your/their identity for lawful purposes;
- (b) the provision of your/their personal information to a nominated or (as applicable) default retailer for lawful purposes;
- (c) the use of your/their personal information in an aggregated and de-identified form for research and analysis purposes (in all such circumstances, we will ensure that individuals remain anonymous);
- (d) us or Jemena sending you/them emails in relation to the provision of the relevant Service and for administrative purposes; and
- (e) us or Jemena sending you/them associated gas connections direct marketing material unless you/they choose to opt out. Information about how to opt out from receiving such marketing material from us will be provided in each direct marketing communication we send you/your Client.

We and Jemena will only use personal information collected in the Portal as set out in this clause and in clause 1.2.

If you do not and/ or any affected person (as applicable) does not consent to any of the above uses, you can email us accordingly at: newhomeconnections@jemena.com.au. However, we may not be able to consider your application or provide the requested Service if consent is withheld in relation to certain required personal information.

5. YOUR RESPONSIBILITY FOR THE PORTAL AND OTHER OBLIGATIONS

We reserve the right to cancel your Portal account if you do not comply with the following obligations:

- (a) you must ensure that your access to the Portal is not illegal or prohibited by law and comply with these T&Cs at all times;
- (b) all intellectual property in the Portal is owned or licensed by us and except for a licence to use the Portal in accordance with these T&Cs, nothing in these T&Cs grants you any right, title or interest in relation to the Portal. You must not copy, adapt or otherwise breach any intellectual property rights in the registration process, screen displays and anything else related to the Portal;
- (c) you must not provide your log-in details to any other person (including without limitation other household members or employees);
- (d) you must not attempt to use or misuse the Portal:
 - (i) for any unauthorised commercial purpose; or
 - (ii) to breach any law or regulation or allow any person to do the same; or
 - (iii) to infringe another person's rights or expose us to liability or do anything which could bring us or our service providers into disrepute; or
 - (iv) in any way which may damage any property of a third party or injure any person; and
- (e) you must take all best efforts to restrict access to the Portal by any other person using your log-in details.

6. USE OF THE PORTAL

6.1 Maintenance and down time

We and Jemena may conduct maintenance on the Portal from time to time. Your use of the Portal may be temporarily disrupted from time to time for maintenance and related purposes.

6.2 Internet connection

You must arrange for your own internet connection in order to access the Portal.

7. LIABILITY

7.1 Terms Implied by Statute

You have statutory guarantees and other rights that cannot be excluded under the Australian Consumer Law. Nothing in these T&Cs limits or excludes any such rights.

7.2 Security of Information

Unfortunately, no data transmission over the Internet and via home area networks can be guaranteed as totally secure. While we and Jemena strive to protect such information, we and Jemena cannot ensure the security of any information which is transmitted. In addition, we and Jemena disclaim all responsibility for hacking or other wilful or unauthorised access to such information.

7.3 Portal Program Not Guaranteed to be Error Free

Subject to clause 7.1, you acknowledge that the Portal cannot be guaranteed error free. You acknowledge that the existence of any such errors will not constitute a breach of this agreement.

7.4 No Liability for Damages

Except as expressly provided in this agreement, and to the maximum extent permitted at law, we and Jemena will not be liable to you for any loss or damage, including special, indirect or consequential damages (including damages for loss of profit, loss of revenue, or loss of opportunity) in relation to your use of the Portal.

Subject to clause 7.1 we and Jemena have no liability for any failure to comply with these T&Cs where that failure is due to circumstances beyond our reasonable control.

8. TERM OF AGREEMENT

8.1 Termination

This agreement begins from the time you click "I Accept" and terminates automatically upon the occurrence of any of the following circumstances:

- (a) if you breach any term of this agreement, upon notice by us that the agreement is terminated;
- (b) if you cancel your account by emailing us at newhomeconnections@jemena.com.au or give notice that you withdraw your consent in relation to providing us with personal information required to receive the Service; or
- (c) if you are a company, firm or partnership, if that company, firm or partnership is dissolved or wound up.

8.2 Consequences of Termination

Upon termination, your account will be disabled or deactivated and you will no longer be able to access the Portal.

9. GOVERNING LAW

These T&Cs are governed by the law of New South Wales.

10. INCONSISTENCY

To the extent of any inconsistency between these T&Cs and:

- (a) the relevant Services offer document (as applicable and current as at the date an offer is made in the Portal) the terms and conditions of the New Connection Service or Alteration Service offer will prevail; or
- (b) the access arrangement for our gas distribution network as in force from time to time under the National Gas Law ("**Access Arrangement**"), the terms of the Access Arrangement will prevail; or
- (c) information published by us or Jemena in relation to the proposed operation of the Portal for general information purposes, the terms of this document prevails.

11. DICTIONARY

In these T&Cs, except where indicated otherwise terms which are defined in the:

- (a) Services offer documents (as applicable) current as at the date an application is made in the Portal; and
- (b) Access Arrangement,

have the same meaning in these T&Cs.

**JEMENA GAS DISTRIBUTION PORTAL
TERMS OF USE APPLICABLE TO RETAILERS
APPLYING FOR SERVICES IN JEMENA NETWORK
2 MAY 2016**



1. INTRODUCTION

1.1. CONTEXT

The Jemena Gas Distribution Portal (**Gas Portal/Portal**) is an electronic application provided by Jemena that gives applicants, including retailers, the ability to make on-line requests for certain gas connection related services for volume premises (annual gas consumption less than ten (10) terajoules). This document, which incorporates the technical operational terms within the Portal Retailer Information Pack (as applicable) (**Retailer information Pack**), sets out the terms of use for retailer initiated applications for those services in our gas network through the Portal. By validly registering as a retailer user in the Portal, you will be taken to have agreed to accept and to be bound by these terms of use, and as amended by Jemena from time to time.

Subject to first establishing a Retailer Account*, if you apply in the Portal for:

- a New Connection Service or an Alteration Service for a Supply Address, you will as applicable be taken to have applied for and on behalf of a Retail Customer under Part 12A of the National Gas Rules; or
- an Abolishment / Decommissioning Service you will be taken to have applied for this service under the National Energy Retail Law and our Reference Services Agreement.

* Please refer to the Retailer Information Pack for further information and the steps to establish a Retailer Account for your retailer business. A copy of the Retailer Information Pack can be obtained from Jemena by making a request via email to: newhomeconnections@jemena.com.au.

1.2. INCONSISTENCY

To the extent of any inconsistency as at the date we make an offer to provide our Services in the Portal between this document and:

- (a) the Model Standing Offer, the terms of the Model Standing Offer will prevail; or
- (b) the Negotiated Terms and Conditions, the relevant template offer documents will prevail; or
- (c) the Access Arrangement (including the Reference Services Agreement), the terms of the Access Arrangement (including the Reference Services Agreement) will prevail; or
- (d) the RMPs, the RMPs will prevail; or
- (e) information published by Jemena in relation to the operation of the Portal including the Retailer Information Pack, the terms of this document prevails.

Further general and technical information in relation to the operation of the Portal may be provided to retailers from time to time including in a revised version of the Retailer Information Pack. To the maximum extent permitted at law Jemena disclaims all liability for errors or omissions of any kind whatsoever, or for any loss or damage, in whole or in part, arising from any person relying on any information in publications related to the Portal.

1.3. DEFINITIONS

In this document, except where indicated otherwise the below terms have the following meanings:

Abolishment/Decommissioning Service means a service under which the meter at a Supply Address is de-commissioned and removed.

Alteration Service means a service under which an existing gas connection is altered and includes upgrading or downgrading or relocating a meter, adding a pulse output connection (also referred to as a pulse counter) and relocating a service, but does not include an Abolishment/Decommissioning Service.

B2B System means our electronic business systems used by us for gas market business transactions with retailers outside the Portal.

Basic Connection Service means a basic connection service under our Model Standing Offer.

Client means the owner or occupant of the Supply Address.

"Jemena, us, we, our" means Jemena Gas Networks (NSW) Limited ACN 003 004 322.

Model Standing Offer means the "Model Standing Offer for connection of residential premises – Basic Connection Services" published on our website from time to time.

Negotiated Terms and Conditions means the template terms and conditions for the applicable service published on our website from time to time, including the Terms and Conditions for Non-basic Connection Services.

New Connection Service means a service under which a new connection is established to connect a Supply Address to our gas network.

Retailer Account means a registered retailer account (also known as a 'user' or 'administrator' in the Retailer Information Pack) configured in the Portal.

Retailer Information Pack means the Jemena gas distribution portal retailer information pack as amended from time to time.

RMPs means the Retail Market Procedures (NSW & ACT) current at the date an offer is made.

RMP transactions means the service order transactions required to be raised by retailers under the RMPs.

Services mean an Alteration Service, a New Connection Service and/or an Abolishment/Decommissioning Service.

Supply Address means premises for which a Service is requested.

"you, your" means a retailer with a Retailer Account.

1.4. SCOPE

This document only applies to applications for Services lodged through the Portal by retailers.

2. APPLICATION

2.1. LODGING REQUESTS

You may request Services on behalf of a Customer by lodging on the Gas Portal an application for:

- (a) a New Connection Service;
- (b) an Alteration Service; and
- (c) an Abolishment / Decommissioning Service,

in accordance with the requirements set out in the Retailer Information Pack (each an "**Application**").

2.2. EXPEDITED CONNECTION

Where you make a conforming request for a Basic Connection Service for a detached residential dwelling, you will be taken to have requested an expedited connection and to have indicated that a connection offer in terms of our Model Standing Offer will be acceptable to you.

3. OFFER PROCESS

3.1. FURTHER INFORMATION

We will advise you if we require further information from you to assess your Application, and otherwise keep you informed of the progress of your Application, in the Portal.

3.2. APPLICATION PROCESSING

If you have submitted an Application in the Portal that is satisfactory to us for:

- (a) **New Connection Services** – if the Supply Address meets the requirements for a Basic Connection Service:
 - (i) we will notify you of this through the Portal; and
 - (ii) you agree to raise a request for the Basic Connection Service through the B2B System.
- (b) **New Connection Services or Alteration Services** - if the Supply Address meets the requirements for:
 - (i) a negotiated Connection Service); or
 - (ii) an Alteration Service,

we will make an offer to you in the Portal for the applicable Service.
- (c) **Abolishment / Decommissioning Services**, we will make an offer to you in the Portal to arrange the removal of the metering equipment and the permanent disconnection of the service line at the Supply Address from our network in accordance with the energy laws and pursuant to the terms of the Access Arrangement.

3.3. ACCEPTING OUR AN OFFER

To accept an offer in the Portal:

- (a) for a New Connection Service (including a Basic Connection Service) or an Alteration, you must raise the relevant RMP transactions before the end of the validity period stated in the offer using the quotation number provided in the Portal for each and every relevant DPI / MIRN at the Supply Address (**B2B transactions**)¹.

The date of acceptance of an offer will be the date that the B2B transactions are raised and the status of the offer in the Portal will change once the B2B transactions have been validly raised. For the avoidance of doubt, where there are multiple B2B transactions required under an offer, they must all be raised on the same business day unless we agree otherwise.

Upon validly raising the specified B2B transactions, you will be taken to have entered into a binding contract with us to carry out the relevant Service at the Supply Address on the terms specified in the offer including the applicable terms and conditions (being the Model Standing Offer or the relevant Negotiated Terms and Conditions) and any site plans and information provided in relation to the Application (**Site Information**).

- (b) for Abolishment / Decommissioning Service, you must do so in accordance with the process set out in the Retailer Information Pack before the end of the validity period stated in the offer. From that point in time you will be taken to have entered into a binding contract with us to carry out the service

¹ Note for medium density high-rise connections this will require the raising of the B2B transactions for each DPI/MIRN

at the Supply Address on the terms specified in the offer including the applicable terms and conditions and the Site Information.

3.4. CHARGES, FEES AND PAYMENT TERMS

If any charges or fees apply to an offer they will be set out in our offer and included in your network charges invoice.

3.5. APPROVAL OF AFFECTED PARTIES

You are responsible for obtaining written approval from all affected parties and any relevant statutory authorities for us to provide the Services, except as set out in the offer. This includes, without limitation, the explicit informed consent of the owner for an Abolishment/Decommissioning Service or the connection of the Supply Address to our natural gas network.

4. PRIVACY

You must obtain the informed consent from all affected persons for their personal information to be provided by you to us, in compliance with applicable legislation and regulations, including the *Privacy Act 1988 (Cth)* and the matters identified in Australian Privacy Principle 1.4, when you collect their personal information to make an Application in the Portal.

By lodging an Application in the Portal you are deemed to have confirmed that such consent has been obtained.

We will only use personal information provided by you in a manner consistent with the terms of this document, the applicable terms and conditions, and our privacy policy which is available on our website at: <http://jemena.com.au/about/privacy> .

In this clause “affected persons” means every person whose personal information will be provided to us, including the Client.

**JEMENA GAS DISTRIBUTION PORTAL
TERMS OF USE APPLICABLE TO RETAILERS
APPLYING FOR SERVICES IN THE EVOENERGY NETWORK
2 MAY 2016**

1. INTRODUCTION

1.1. CONTEXT

Jemena operates the Jemena Gas Distribution Portal (**Gas Portal/Portal**) for itself and on behalf of Evoenergy.

The Portal is an electronic application provided by Jemena that gives applicants, including retailers, the ability to make on-line requests for certain gas connection related services for volume premises (annual gas consumption less than ten (10) terajoules), including in the Evoenergy network. This document, which incorporates the technical operational terms within the Portal Retailer Information Pack (as applicable), sets out the terms of use for retailer initiated applications for services in the Evoenergy network through the Portal. By validly registering as a retailer user in the Portal, you will be taken to have agreed to accept and to be bound by these terms of use, and as amended by Jemena from time to time.

Subject to first establishing a Retailer Account*, if you apply in the Portal for:

- a New Connection Service or an Alteration Service for a Supply Address, you will as applicable be taken to have applied for and on behalf of a Retail Customer and from 1 July 2016 under Part 12A of the National Gas Rules; or
- an Abolishment / Decommissioning Service you will be taken to have applied for this service under the National Energy Retail Law and our Gas Transportation Agreement or, from 1 July 2016, our Reference Services Agreement.

* Please refer to the Retailer Information Pack for further information and the steps to establish a Retailer Account for your retailer business. A copy of the Retailer Information Pack can be obtained from Jemena by making a request via email to: newhomeconnections@jemena.com.au.

1.2. INCONSISTENCY

To the extent of any inconsistency as at the date we make an offer to provide our Services in the Portal between this document and:

- (a) the Model Standing Offer, the terms of the Model Standing Offer will prevail; or
- (b) the Negotiated Terms and Conditions, the relevant template offer documents will prevail; or
- (c) the Access Arrangement (including the Reference Services Agreement²), the terms of the Access Arrangement (including the Reference Services Agreement) will prevail; or
- (d) the RMPs, the RMPs will prevail; or
- (e) information published by Jemena in relation to the operation of the Portal including the Retailer Information Pack, the terms of this document prevails.

Further general and technical information in relation to the operation of the Portal may be provided to retailers from time to time including in a revised version of the Retailer Information Pack. To the maximum extent permitted at law Jemena and Evoenergy disclaim all liability for errors or omissions of any kind whatsoever, or for any loss or damage, in whole or in part, arising from any person relying on any information in publications related to the Portal.

² In these Terms of Use, "Reference Service Agreement" means a Reference Service Agreement approved under our Access Arrangement or, prior to such approval, the Gas Transportation Agreement in place between you and us.

1.3. DEFINITIONS

In this document, except where indicated otherwise the below terms have the following meaning:

Abolishment/Decommissioning Service means a service under which the meter at a Supply Address is de-commissioned and removed.

“Evoenergy, us, we or our” means Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) and Icon Distribution Investments Limited (ABN 83 073 052 224) t/as Evoenergy (ABN 76 670 568 688).

Alteration Service means a service under which an existing gas connection is altered and includes upgrading or downgrading or relocating a meter, adding a pulse output connection (also referred to as a pulse counter) and relocating a service, but does not include an Abolishment/Decommissioning Service.

B2B System means our electronic business systems used by us for gas market business transactions with retailers outside the Portal.

Basic Connection Service means a basic connection service under our Model Standing Offer.

Client means the owner or occupant of the Supply Address.

"Jemena" means Jemena Gas Networks (NSW) Limited ACN 003 004 322 and its related bodies corporate.

Model Standing Offer means the “Model Standing Offer for connection of residential premises – Basic Connection Services” published on our website from time to time.

Negotiated Terms and Conditions means the template terms and conditions for the applicable service published on our website from time to time, including the Terms and Conditions for Non-basic Connection Services.

New Connection Service means a service under which a new connection is established to connect a Supply Address to our gas network.

Retailer Account means a registered retailer account (also known as a ‘user’ or ‘administrator’ in the Retailer Information Pack) configured in the Portal.

Retailer Information Pack means the Portal retailer information pack as amended from time to time.

RMPs means the Retail Market Procedures (NSW & ACT) current at the date an offer is made.

RMP transactions means the service order transactions required to be raised by retailers under the RMPs.

Services mean an Alteration Service, a New Connection Service and/or an Abolishment/Decommissioning Service.

Supply Address means premises for which a Service is requested.

"you, your" means a retailer with a Retailer Account.

1.4. SCOPE

This document only applies to applications for Services lodged through the Portal by retailers.

This document applies to retailers’ use of the Portal in relation to applications for Services in the Evoenergy network. Separate terms of use apply to use of the Portal in relation to applications for Services in other networks.

2. APPLICATION

2.1. LODGING REQUESTS

You may request Services on behalf of a Customer by lodging on the Gas Portal an application for:

- (c) a New Connection Service;
- (d) an Alteration Service; and
- (e) an Abolishment / Decommissioning Service,

in accordance with the requirements set out in the Retailer Information Pack (each an "**Application**").

2.2. EXPEDITED CONNECTION

Where you make a conforming request for a Basic Connection Service for a detached residential dwelling, you will be taken to have requested an expedited connection and to have indicated that a connection offer in terms of our Model Standing Offer will be acceptable to you.

3. OFFER PROCESS

3.1. FURTHER INFORMATION

We will advise you if we require further information from you to assess your Application, and otherwise keep you informed of the progress of your Application, in the Portal.

3.2. APPLICATION PROCESSING

If you have submitted an Application in the Portal that is satisfactory to us for:

- (a) **New Connection Services** – if the Supply Address meets the requirements for a Basic Connection Service:
 - (i) we will notify you of this through the Portal; and
 - (ii) you agree to raise a request for the Basic Connection Service through the B2B System.
- (b) **New Connection Services or Alteration Services** - if the Supply Address meets the requirements for:
 - (i) a negotiated Connection Service ; or
 - (ii) an Alteration Service,

we will make an offer to you in the Portal for the applicable Service.
- (c) **Abolishment / Decommissioning Services**, we will make an offer to you in the Portal to arrange the removal of the metering equipment and the permanent disconnection of the service line at the Supply Address from our network in accordance with the energy laws, and pursuant to the terms of the Access Arrangement.

3.3. ACCEPTING OUR AN OFFER

To accept an offer in the Portal:

- (a) for a New Connection Service (including a Basic Connection Service) or an Alteration, you must raise the relevant RMP transactions before the end of the validity period stated in the offer using the quotation number provided in the Portal for each and every relevant DPI / MIRN at the Supply Address (**B2B transactions**)³.

³ Note for medium density high-rise connections this will require the raising of the B2B transactions for each DPI/MIRN

The date of acceptance of an offer will be the date that the B2B transactions are raised and the status of the offer in the Portal will change once the B2B transactions have been validly raised. For the avoidance of doubt, where there are multiple B2B transactions required under an offer, they must all be raised on the same business day unless we agree otherwise.

Upon validly raising the specified B2B transactions, you will be taken to have entered into a binding contract with us to carry out the relevant Service at the Supply Address on the terms specified in the offer including the applicable terms and conditions (being the Model Standing Offer or the relevant Negotiated Terms and Conditions) and any site plans and information provided in relation to the Application (**Site Information**).

- (b) for Abolishment / Decommissioning Service, you must do so in accordance with the process set out in the Retailer Information Pack before the end of the validity period stated in the offer. From that point in time you will be taken to have entered into a binding contract with us to carry out the service at the Supply Address on the terms specified in the offer including the applicable terms and conditions and the Site Information.

3.4. CHARGES, FEES AND PAYMENT TERMS

If any charges or fees apply to an offer they will be set out in our offer and included in your network charges invoice.

3.5. APPROVAL OF AFFECTED PARTIES

You are responsible for obtaining written approval from all affected parties and any relevant statutory authorities for us to provide the Services, except as set out in the offer. This includes, without limitation, the explicit informed consent of the owner for the Abolishment/Decommissioning Service or the connection of the Supply Address to our natural gas network.

4. PRIVACY

You must obtain the informed consent from all affected persons for their personal information details to be provided by you to Evoenergy and Jemena, in compliance with applicable legislation and regulations, including the *Privacy Act 1988 (Cth)* and the matters identified in Australian Privacy Principle 1.4, when you collect their personal information to make an Application in the Portal.

By lodging an Application in the Portal you are deemed to have confirmed that such consent has been obtained.

Jemena will use personal information provided by you in a manner consistent with the terms of this document, the applicable terms and conditions and the Jemena privacy policy which is available on the Jemena website at: <http://jemena.com.au/about/privacy>. Evoenergy will only use your Client's personal information in a manner consistent with the terms of this document, the applicable terms and conditions, and our privacy policy which is available on our website at: <http://www.evoenergy.com.au/en/legal/privacy-policy.aspx>.

In this clause "affected persons" means every person whose personal information will be provided to us, including the Client.