

Terms and Conditions of Gas Appliance Audit (Mitchell Park, South Australia)

The supply of the Services to an Eligible Customer is subject to these terms and conditions (**Terms and Conditions**).

1. Definitions

Appliances means all goods, equipment, materials, articles or any other property or parts being the subject of the Services to be supplied to the Customer by the Supplier (or its sub-contractors) under these Terms and Conditions.

Australian Consumer Law means the Competition and Consumer Act 2010.

Business Day means a day that banks are generally open for business and that is not a Saturday Sunday or public holiday in South Australia.

Data Collection means the collection of information pertaining to the condition and efficiency of the Appliances and the number, kind, make and model of Appliances at the residence.

Eligible Customer has the meaning set out in clause 3.1.

Personal Information has the meaning set out in the *Privacy Act 1988* (Cth) and for the avoidance of doubt includes, but is not limited to the supply of gas to the Customer, meter readings and meter registrations connected with the Customer's supply points.

Notice Date has the meaning set out in clause 2.2.

Report has the meaning set out in clause 3.3.

Services means all Services in connection with or otherwise ancillary to the provision of a gas appliance efficiency and safety audit to the Customer including, without limitation, any inspecting, testing and review of gas appliances and Data Collection.

Service Period has the meaning set out in clause 3.2.

Supplier means Australian Gas Networks Limited, part of the Australian Gas Infrastructure Group.

2. Supplier Obligations

2.1 The Supplier will, or will ensure that its subcontractors will:

- (a) provide all necessary equipment to perform the Services;
- (b) possess all relevant authorisations, permits and licences required by law to perform the Services; and
- (c) comply with all applicable laws and good industry practice in providing the Services.

2.1.2. As soon as is reasonably practicable following the conclusion of the audit, the Customer will be provided with a report summarising the audit findings and possible actions (**Report**).

3. Eligibility & Provision of Services

3.1 Residential customers with a MIRN situated in Mitchell Park south of Alawoona Avenue who received a flyer offering a free natural gas appliance safety and efficiency audit **Services** and who registered for the Services in the manner set out in the flyer and associated information by 30 June 2020 are eligible for the Services (**Eligible Customer**).

3.2 The Services will be carried out between 1 August 2019 and 30 July 2020 (**Service Period**). Upon registration, the Supplier or its subcontractor will make contact with the Eligible Customer to arrange for a suitable time during business hours (where the Customer is at home) for the Services to be carried out. Unless otherwise agreed, the Services will be carried out at the Eligible Customer's premises between 7am and 4pm on a Business Day.

3.3 The Supplier may, in its sole discretion, extend or terminate the Service Period early, by posting notice of such extension or termination at least one month in advance (Notice Date) on its website. If early termination occurs, all Eligible Customers registered prior to the Notice Date will be eligible for the Services. Any customer whose registration is received on or after the Notice Date will not be eligible for the Services.

4. Risk and Title

Risk and title to the Appliances remains with the Eligible Customer at all times.

5. Suspension and Termination

An Eligible Customer may, upon the provision of at least 24 hours notice, cancel or modify the date and time for the provision of the Services. Upon receipt of such notice, the Supplier will cancel or modify in accordance with the directions of the notice.

6. Consideration

The Services are to be provided by the Supplier to an Eligible Customer free of charge in return for the collection of data in relation to the Appliances (specifically, information pertaining to the condition and efficiency of the Appliances and the number and kind of Appliances at the residence) and the parties agree that this constitutes valuable consideration.

7. Liability

7.1 Except for any guarantee, condition or warranty implied by law which may not be excluded, restricted or modified, the Supplier makes no representations, guarantees, conditions or warranties, express or implied, about the Services or the contents of the Report or under these Terms and Conditions.

7.2 If the Australian Consumer Law implies terms into these Terms and Conditions which cannot be excluded by the Supplier but may be limited, the Supplier's liability for a breach of those terms is limited to supplying the Service again.

7.3 To the extent permitted by law, the Supplier is not liable for any waiver of a manufacturer's warranty in connection with the proper performance of

the Services.

- 7.4 Without limitation to clause 7.1 and 7.2, the Supplier does not represent, guarantee or warrant that the Services or that information or data including in the Report will be complete, accurate or up to date.
- 7.5 The Supplier is not liable for: (a) any implemented recommendations not producing a particular result in energy consumption or cost for the Eligible Customer; or (b) any loss, cost or damage suffered by an Eligible Customer however caused (including negligence), suffered or incurred in connection with the Services, including any loss, cost or damage suffered or incurred in connection with the use of the Services.

8. Subcontracting and Assignment

The Supplier may in its sole discretion, subcontract the provision of the Services to one or more licensed subcontractors that it have the necessary qualifications, skills, experience and resources to provide the goods and/or Services in accordance with these Terms and Conditions.

9. Privacy

- 9.1 The Supplier will comply with the Privacy Act 1988 and any other applicable laws and codes dealing with privacy, in relation to any Personal Information collected, held, used, disclosed and stored in relation to this Agreement.
- 9.2 Each Eligible Customer agrees that
- a) the Supplier may collect and provide each Eligible Customers Personal Information (such as name, phone number, email address and residential address) to its subcontractors in order to provide the Services to the Eligible Customer; and
 - b) the Supplier may use each Eligible Customer's Personal Information to provide the Eligible Customer with information and materials relating to the blended gas project at Mitchell Park, South Australia.
- 9.3 The Supplier will deal with Personal Information in accordance with the Supplier's Privacy Policy, located at <https://www.australiangasnetworks.com.au/privacy-policy>.

10. General

- 10.1 These Terms and Conditions are governed by and construed in accordance with the laws in force in the State of South Australia, and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in South Australia.
- 10.2 Words importing the singular include the plural and vice versa. Words denoting a natural person will include a corporation and vice versa. Headings and subheadings are for convenience only and do not affect interpretation.
- 10.3 These Terms and Conditions constitute the entire agreement between the Parties in respect of the provision of the Services.
- 10.4 No conduct of the Supplier (including a failure to exercise, or a delay in exercising a right) will operate as a waiver of its rights under these Terms and Conditions.
- 10.5 The Parties will not be bound by or liable for any statement, representation, promise or understanding not set out in these Terms and Conditions. Nothing contained in any document (including any acceptance document), proposal, report, correspondence, discussion or negotiation has any effect on these Terms and Conditions, unless agreed in writing.