

# PERMANENT DISCONNECTION AGREEMENT

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6 November 2023

## Overview

1. This document sets out the terms upon which We will permanently disconnect the connection between the ATCO Gas Distribution System and the Property set out in Your completed Application Form.
2. The Permanent Disconnection Service set out in this document is only available for properties with metering equipment which does not exceed AL12 in size (for Properties where metering equipment is present).
3. The Permanent Disconnection Service under this document cannot be provided unless either:
  - (a) the metering equipment at the Property has already been removed; or
  - (b) the Retailer has authorised removal of the metering equipment at the Property.

If neither of the above conditions is satisfied prior to Your lodgment of an Application Form, We will, on receipt of the Application Form, confirm with the Retailer whether they agree to removal of the metering equipment. If so, We will remove the metering equipment at the time We provide the Permanent Disconnection Service.

4. The Retailer may charge You a fee for the removal of the metering equipment at the Property.

## Definitions

5. In this document:
  - (a) **“We”, “Us”, “Our”** and **“ATCO”** means ATCO Gas Australia Pty Ltd.
  - (b) **“You”** or **“Customer”** means the natural person or corporate entity who completed the Application Form.
  - (c) **“Application Form”** means the application form on Our website titled **“Disconnection and Removal of gas service.”**
  - (d) **“Business Day”** means a day other than a Saturday, Sunday or public holiday in Perth.
  - (e) **“Gas Distribution System”** means the gas distribution system We own and operate known as the Mid-West to South-West Gas Distribution System.
  - (f) **“Permanent Disconnection Agreement”** means the contract formed when You lodge the Application Form. The contract consists of this document and Your completed Application Form.
  - (g) **“Permanent Disconnection Service”** means the service of permanently disconnecting the Property from the Gas Distribution System.

- (h) “**Property**” means the property specified by You in the completed Application Form.
- (i) “**Retailer**” means the retailer that the metering equipment at the Property is registered to.

## Application Form

- 6. To obtain the Permanent Disconnection Service, You must electronically lodge an Application Form with us with all details correctly completed.
- 7. Our system will send You an automated response acknowledging receipt of Your Application Form. If You do not receive such a response please call us using the phone number on the Application Form.
- 8. You must ensure that all information You include in the Application Form is accurate. If You are not sure about queries in the Application Form or how to answer them please contact Us using the phone number specified on the Application Form.
- 9. You may only request the Permanent Disconnection Service if You are the owner of the Property or have express written authorisation from the owner of the Property. By completing the Application Form You represent to Us that You are the owner of the Property or have the express written authorisation of the owner of the Property to request the Permanent Disconnection Service.
- 10. If any other person has an ownership interest in the Property You must notify Us and provide to Us such evidence as We reasonably require to substantiate that they have consented to Us providing the Permanent Disconnection Service at the Property. We will not commence the Permanent Disconnection Service until that substantiation has been provided.

## When We provide the Permanent Disconnection Service

- 11. Once:
  - (a) We have reviewed your Application Form and confirmed it has been correctly completed; and
  - (b) the conditions in 3 have been satisfied,

We will notify You of the estimated period when We will attend at the Property to perform the Permanent Disconnection Service (and, where applicable, removal of the metering equipment) (**Service Period**). That Service Period will be a period approximately 10 Business Days after You receive that notification from Us.

12. We will use Our reasonable endeavours to attend at the Property during the Service Period. However We may be unable to do so due to operational constraints including:
  - (a) if We need to divert resources because of emergency issues, including risks to persons or property or threats to the maintenance of gas supply;
  - (b) if We need to divert resources to unplanned maintenance which should not, having regard to good industry practice, be delayed;
  - (c) if We are delayed by events beyond Our reasonable control.
13. We will notify You as soon as reasonably practicable if We become aware that We cannot attend at the Property during the Service Period and of the reasons why. Such notice may be given by us verbally. We will also, as soon as reasonably practicable, notify You either verbally or by email of a new Service Period (which period will be as soon as reasonably practicable after the original Service Period having regard to the resources available to Us and the tasks to which We need to allocate those resources).
14. If We suspend the Permanent Disconnection Service in accordance with this document and We cease that suspension, then We will schedule a new Service Period.
15. You may cancel the Permanent Disconnection Service any time prior to when We attend at the Property to commence that service. However if You cancel less than 1 Business Day before the start of the Service Period, a Cancellation Fee may be payable. The Standard Fee will be refunded to You and any Cancellation Fee will be charged to You.

## Do You need to attend at the Property?

16. We will notify You at least 1 day before the date We intend to attend at the Property (**Service Date**) if We require You to be present at the Property on the Service Date.
17. If We require You to be present on the Service Date You may instead nominate a representative to be present on the Service Date. You must notify Us of the name of this person prior to the Service Date. The nominated person must be an adult who is familiar with the layout and condition of the Property and who is able to discharge on Your behalf Your obligations relating to access to the Property.

## Site Access

18. You must ensure We have safe and unhindered access to the Property. You must ensure there are no obstructions or animals at the Property which would interfere with Us performing the Permanent Disconnection Service.
19. You must notify Us of any hazards at the Property of which You are aware. A hazard means something at the Property which a reasonable person would know may present a safety risk to persons working at the Property.

20. If there are hazards at the Property You must provide Us with such assistance as We reasonably request to ensure the safe control of those hazards while We are in attendance at the Property.
21. You must provide to Us:
  - (a) such information in relation to the location of other utilities at the Property (including electricity, water and telecommunications infrastructure) as We reasonably request; and
  - (b) such other information in relation to the Property as We reasonably request.

If You do not know the answer to something We ask, You must let Us know this.

## How We provide the Permanent Disconnection Service

22. We will provide the Permanent Disconnection Service in accordance with the standards applicable to Us by law.
23. The Permanent Disconnection Service does not involve the removal of any pipework or equipment downstream of the gas metering equipment at the Property. If You require this pipework or equipment removed You must engage a licensed gas fitter to perform this work.
24. We may undertake the Permanent Disconnection Service using Our employees and/or using appropriately qualified subcontractors. The use of subcontractors does not relieve Us of Our obligations to You.
25. The persons who attend the Property on Our behalf will carry appropriate identification which demonstrates they are working on Our behalf.
26. We will notify You either verbally or by email (which may be an automated email) when We have completed the Permanent Disconnection Service.

## Required Disturbance to Property

27. To undertake the Permanent Disconnection Service it may be necessary for Us to create access openings or otherwise break, damage or disturb surfaces, coatings, structures, ground, landscaping and other things (including paving, concrete, bitumen, walls, fences, gates, locks, signs, pipes, conduits, cables and trees) at the Property. We will act reasonably and seek to minimise the damage required to undertake the Permanent Disconnection Service.

28. We will not repair or reinstate any of the damage or disturbance at the Property caused by Us in accordance with clause 27. To the extent You require such repair or reinstatement You must arrange for it at Your cost.

## Suspension due to Safety Issues

29. If We identify safety issues at the Property which mean We are not able to, having regard to occupational health and safety laws, undertake the Permanent Disconnection Service We will notify You of the safety issues. We may suspend the Permanent Disconnection Service until those issues have been remedied to Our reasonable satisfaction.
30. We may also suspend the Permanent Disconnection Service if You fail to comply with clause 17.
31. If the safety issues, or non-compliance with clause 17, have not been remedied to Our reasonable satisfaction within 30 days of Us notifying You of them, We may by notice to You terminate the Permanent Disconnection Agreement and We may charge You a Cancellation Fee. The Standard Fee will be refunded to You and any Cancellation Fee will be charged to You.

## Charges

32. The following charges may be payable for provision of the Permanent Disconnection Service:
- (a) the Standard Fee which is payable at the time of submitting the Application Form (the amount of which is specified in the Application Form);
  - (b) a Cancellation Fee (the amount of which is specified in the Application Form) which may be payable in accordance with this document;
  - (c) a Call-Out Fee (the amount of which is specified in the Application Form) which may be payable in accordance with this document; and
  - (d) a fee for the removal of metering equipment at the Property (where required), which may be charged to You by the Retailer.
33. The Standard Fee is consideration for the Permanent Disconnection Service and is determined on the basis We only need to attend the Property once.
34. We may charge You a Call-Out Fee for each time (above the first time) We have to attend at the Property because:
- (a) You request cancellation of the Permanent Disconnection Service less than 1 Business Day prior to the start of the Service Period;
  - (b) We are not provided with safe access to the Property;
  - (c) We suspend the Permanent Disconnection Service in accordance with this document;

- (d) We attend at the Property to assess whether a safety issue has been addressed.

## Payment

35. You must pay the Standard Fee with the lodgment of the Application Form. If We do not perform the Permanent Disconnection Service, We will refund this amount to You and we may charge you any applicable Cancellation Fee, in accordance with this document.
36. We may from time to time invoice You for Call-out Fees which accrue due at such time as We determine.
37. You must pay an invoice within 14 days of the date the invoice is emailed to You.

## Miscellaneous Matters

38. All notices under the Permanent Disconnection Agreement may be given by email. We may also give some notices verbally (where permitted by this document). We will send notices to the email address You nominate in the Application Form. You may give notices to Us at the email address We specify in the Application Form.
39. If You do not have an email address You should contact Us to agree an alternate means to give notices.
40. As a result of Your completion of the Application Form and this Permanent Disconnection Agreement We will collect personal information about You. This information will be collected and handled in accordance with Our privacy policy which may be found at <https://www.atco.com/en-au/privacy.html>.