

Terms & Conditions

You are thinking about connecting to our gas distribution network. This document sets out terms and conditions that apply to that connection. To make it as easy to read and clear as possible, we have used some abbreviations; these are shown **in bold** and their full meaning is given at the end, in the 'Definitions' section.

If you decide to accept our quote, these terms and conditions will govern our relationship with you. It's important you read and understand everything from the beginning. If you're unsure about anything, send us an email at connections@firstgas.co.nz anytime, or give us a call on 0800 NEW GAS (0800 639 427).

To be clear, our relationship relates only to your connection to our network – from your meter to our gas main. Our relationship doesn't extend to meter readings or to the supply of gas itself. For any questions about these matters, please contact your retailer.

GETTING STARTED

Once you have completed the digital acceptance process and paid the **connection cost** provided in your Quote, a contract is in place, and we will start planning your **connection works**.

There are a number of things that could impact how long this takes, including contractor availability and the number of new connections we're handling at the time. We also need to organise statutory approvals and other licences, consents and permits; because these are issued by councils and road authorities, and they are mandatory, we cannot provide firm guarantees about timing.

METER LOCATION

For new connections, your gas meter must be:

- on or inside your property boundary; and either,
- along the front of your building; or
- no more than three metres back from the front left or right side of the building.

At our discretion, we may vary this to maintain clearances of one metre from any opening vent, window, door, and any

permanently connected electrical appliance, switchboard or metering board, or any permanently connected gas appliance or flue.

If you are providing your own trench, this must be supplied to the meter position and up to the boundary of the property. If crews arrive onsite and this is not trenched correctly, the scope of your connection may change, and a charge may apply for a new scope. Please refer to the Dig Your Own Trench specification document.

We will do our best to install your meter in your preferred location, but we can't guarantee it.

1. What work will we do, in order to connect you?

We will lay, or insert a gas pipe to the point where the meter will be located. We will supply, install, test and commission all pipes and associated fittings. We will also liaise with your retailer, which will be responsible for installing your meter.

Anything downstream of your meter (between the meter and your property) needs to be installed and certified by a registered gasfitter.

2. Access

You will need to provide us safe access to the property – both to install the connection and to inspect and maintain it on an ongoing basis. If, in our reasonable opinion, we do not have safe access to the property, we will leave the property and not return to complete your connection until the unsafe access is deemed safe access by us. We will liaise with you about suitable times and do our best to fit around your needs. Our connection teams operate during business hours.

The site must be safe and accessible, with scaffolding, building materials and obstructions (including skip bins) removed; and any areas to be excavated marked and available.

If your connection needs to cross land owned by (or co-owned with) another person (such as a right of way, shared accessway, a cross-leased section, or a common area of a unit title), you will need to get the other landowner's consent and show us that consent before we can start work. In the case of a unit title, then generally, consent of the Body Corporate will be required. If this has been identified for your connection, our team will provide a Landowner Consent form with your quote. This must be completed and returned before we can commence work to connect.

3. How we will carry out the site works

At the conclusion of site works we will reinstate trenching and surfaces, as is reasonably possible.

Sometimes temporary reinstatement may be used with permanent reinstatement scheduled subsequently by specialised contractors. We are not responsible for pre-existing defects or for reinstatement of third-party works or non-standard surfaces unless expressly agreed.

As a responsible employer and service provider, safety is hugely important to us. Rest assured we will comply with all relevant laws and regulations, as well as our own code of conduct. We will also endeavor to accommodate any specific health and safety requirements specific to your site.

We will follow good industry practice in the course of our work. We will also ensure that all materials, machinery and plant that we use comply with statutory or industry safety standards.

4. Investment Criteria

You may have qualified for a standard connection (see standard connection criteria here) or have an additional customer contribution requested. We need to point out, however, that, whether your connection is standard, or you are asked to pay a contribution, a capital investment has been made on our part. For that to happen, the assumptions on which we base our offers have to hold. Our capital investment is based on the assumption that a newly connected customer will continue to use their new gas-fired hot water, central heating appliance(s), commercial appliance load or equivalent gas load for at least 1 year. If that doesn't happen, we won't recover the costs we incurred in connecting you to our network. Therefore, your connection is conditional on you still having installed, on the date 12 months after your connection is turned on, the appliance(s) listed in during your new connection enquiry (They need not be the same appliances; similar ones will suffice.). We verify this by checking the gas certificates for your appliance(s).

Usually we will search the public register of gas certificates operated by the Plumbers, Gasfitters and Drainlayers Board; however, we may also ask you to (and you agree to) provide us with the certificate(s) directly.

5. Connection Charges

If a charge is payable, we will send you an invoice. You will pay the amount due by the specified due date, by direct credit to our nominated bank account.

For the avoidance of doubt the Connection Cost is payable upon your digital acceptance and receipt of your invoice. If we do not receive the payment by the due date (within 60 days from the date of your Quote), we may suspend scheduling and/or treat your acceptance of your Quote as withdrawn.

6. Construction Timeframe

You must commence and complete construction works necessary for your connection (including any trenching or site preparation) within 180 days of paying the Connection Cost. If you do not complete construction within this period, we reserves its right to:

- Cancel your connection and charge you for any costs incurred up to that date (as per Clause 7);
- Require you to reapply for connection, which may be subject to a revised quote and terms; and/or
- Reassess the scope and cost of the connection to reflect any changes in costs or circumstances.

6. Cancellation Charge

If you cancel your Connection after we have begun work on it, you must pay us the costs that we have incurred up to the date of cancellation (Cancellation charge). This could include all reasonable scheduling, compliance, construction and contracting costs. Cancellation charges only apply if you cancel after countersigning the Quote and returning it to us.

7. Ownership

We retain ownership of all the equipment associated with your connection, upstream of the meter.

8. Insurance

From the date we receive your countersigned quote until the date the connection works are completed, you will be covered by our public liability insurance. This provides cover up to \$1 million.

9. Privacy and compliance with the Privacy Act 2020

- a. We need some information from you so we can connect you to our gas distribution network. You need to make sure that any information you give us is correct and that you let us know if anything changes.
- b. For the purposes listed below, we may obtain information about you from third parties before you become our customer and at any point while you are our customer. This may include credit checking or reporting agencies and government agencies.
- c. We will collect, store, keep secure, use, and disclose your personal information in accordance with the Privacy Act 2020 and our Privacy Policy.
- d. In addition to those general rights of use and disclosure under the Privacy Act 2020 and our Privacy Policy, specifically, you authorise us to use, disclose and match any information about you and your connection to our gas distribution network for the following purposes, including:
 - i. for any purpose authorised by you, including communicating with authorised persons and alternate contacts;

- ii. to confirm your identity;
 - iii. to connect you to our network and any other products or services you have asked for in conjunction with your connection (which may include other products and services provided through any of our partners);
 - iv. to administer your account (including invoicing you, sending notices or communicating with you);
 - v. to help develop and/or improve products and services and improve our customer service, including monitoring and following up questions and complaints
 - vi. to inform or contact you about our products, brands, special offers, publications and other promotions we think you may be interested in (including via email or other electronic communications)
 - vii. to conduct market research, including to disclose to third parties for the purpose of contacting you or conducting market research on our behalf
 - viii. to meet the requirements of these terms and conditions, the law, industry rules and codes of practice
 - ix. disclose to our related companies, as defined in the Companies Act 1993;
 - x. to any other government agency or regulatory body, industry body or complaints scheme; and
 - xi. for credit checking, credit reporting or debt collection, which may involve disclosure to a credit reporting agency. This information may be used by the credit reporting agency to update and maintain credit information files and may, in turn, be accessed by its customers.
- e. You are also entitled to request access to, and correction of any personal Information that we hold about you.
- f. We may record any communications we have with you, your authorised person or alternate contact in order to:
- i. maintain accurate records of our dealings with you
 - ii. confirm our contractual commitments to each other, and
 - iii. help resolve any disputes between us.
- g. We may also use recordings to train our employees and authorised agents and/ or to monitor the level of service they are providing.

10. Information Disclosure

As part of your application to connect you agree to the following:

- to the best of your knowledge, the information you've provided us is true and accurate, and not misleading in any material way;
- you have legal capacity to enter into a contractual relationship with us, and to meet your side of the agreement under that relationship; and
- you have a sufficient interest in the property to allow us to carry out the connection works.

If you're in any doubt about whether they apply, please call us on 0800 NEW GAS (0800 639 427) to discuss, before returning your countersigned quote. You may be liable to pay to Firstgas additional charges and expenses where any of the information you have provided to Firstgas is materially incorrect and Firstgas has relied on that information to determine the scope of works and the related costs.

DEFINITIONS

business hours means 8am to 5pm, Monday to Friday, other than statutory public holidays in your province.

connection cost means your contribution to connect your home to our gas distribution network

connection works means the capital works we or our subcontractors will undertake in order to connect you to our gas distribution network.

good industry practice means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced operator engaged in New Zealand in the same type of undertaking under the same or similar circumstances.

invoice means an invoice that complies with the tax invoice requirements of the Goods and Services Tax Act 1985.

Quote means the quote from us to you to which these terms and conditions are linked.

property means the property specified in your online enquiry form.

we means First Gas Limited and its contractors, and our has the corresponding meaning.

you means you, our valued customer!