



ABN 90 089 531 975



ABN 25 134 997 809

## ALTER GAS METER/ SERVICE POSITION - REQUEST FORM

### THIS FORM IS AVAILABLE IN LARGE PRINT BY CALLING 13 13 56

Use this form where you (**Customer**) want to request a quotation for WestNet Energy Services Pty Ltd ABN 25 134 997 809 (**WestNet Energy**) to relocate a gas meter and/or gas service pipe work *upstream* of the gas meter. (Do **not** use this form to request a meter disconnection or for work on gas pipes/appliances *downstream* of the meter.)

Fill in **all information** requested below and sign the form. If Customer is not the owner of the Property (**Owner**), then Owner must also sign the form and guarantee Customer's obligations.

Send completed form to WestNet Energy: **E-mail: [amp@wng.com.au](mailto:amp@wng.com.au)** or **Fax: 1800 219 133**. Allow at least **2 working days** from our receipt for us to contact you on the number you give below.

For all inquiries please ring **13 13 56** between **7.00AM** and **6.00PM (Monday – Friday)**

The terms printed in this form (including on its reverse) (**Terms**) apply to your request to the exclusion of all other terms. By submitting this form you accept and agree to these Terms. Please note that a **minimum charge** applies (see our latest Works Pricing Guide available at [www.wagn.com.au](http://www.wagn.com.au)) and **call-out fees** of \$75 (including GST) a time may apply (see terms overleaf) if, for example, we do Measure Up Works and you then do not accept our quotation or if we are prevented from doing works at the pre-arranged time.

<b>Customer Requesting Alteration</b>	Name: _____ ABN: _____ Address: _____ _____ Post code: _____	Tel: _____ Mob: _____ Email: _____
<b>Property Owner</b> <small>(if more than one, give details of one authorised to bind all)</small>	Name: _____ ABN: _____ Address: _____ _____ Post code: _____	Tel: _____ Mob: _____ Email: _____
<b>Gas Fitter</b> <small>(Required if altering Meter Position)</small>	Name: _____ ABN: _____ Address: _____ _____ Post code: _____	Tel: _____ Mob: _____ Email: _____
<b>Builder</b> <small>(if applicable)</small>	Name: _____ ABN: _____ Address: _____ _____ Post code: _____	Tel: _____ Mob: _____ Email: _____
<b>Property where Works required</b>	Unit: _____ Street no: _____ Lot: _____ Street: _____ Suburb/Town: _____ Post code: _____	
<b>Gas meter</b>	Number: _____ (as displayed on gas meter and gas account from retailer)	
<b>Works requested</b> <small>(tick one only)</small>	<input type="checkbox"/> Alter position of the existing gas meter on the property <input type="checkbox"/> Alter position of gas service only, not affecting the position of existing gas meter	

Each of Customer and Owner now jointly and individually accepts and agrees to the Terms and requests WestNet Energy to attend the Property at a time to be arranged with Customer, to measure up and do all other things necessary (**Measure Up Works**) to issue a written quotation for the Works.

Accepted & Agreed:	Signatures	Date
Signed by the Customer: <i>* mandatory</i>		
Signed by each Owner: <i>* mandatory</i>		

# Additional Terms

## Measure Up Works

1. If Customer submits a duly completed Request Form in accordance with the Terms, WestNet Energy Services Pty Ltd ABN 25 134 997 809 (WNE) will endeavour to contact Customer or its representative using the contact information supplied in the Request Form to arrange a mutually convenient time for WNE to attend the Property for the Measure Up Works. WNE will endeavour to attend the Property at that time.
2. Customer or its representative will be present at the Property at the pre-arranged time for WNE to do the Measure Up Works, and Customer will ensure WNE is allowed free and ready access to the Property (and all relevant parts of it, including any garage) to do the Measure Up Works and is not otherwise hindered or prevented from performing the Measure Up Works.

## Works Pricing Guide and Quotations

3. WNE produces a pricing guide as an approximate and non binding guide only to the charges (including minimum charges) that may apply for Works. However, the prices and other terms for supply of any Works are as set out in the written quotation issued by WNE for those Works (**Quotation**) (even if inconsistent with any pricing guide).
4. WNE is under no obligation to provide any Works unless and until WNE's Quotation for those Works has been duly accepted within the applicable acceptance period.

## Call-out fee

5. WNE reserves the right to charge Customer a call-out fee of \$75.00 (including GST) each and every time any of the following occurs:
  - 5.1 WNE attends the Property at a pre-arranged time for the Measure Up Works, but is not given free and ready access to the Property (or any relevant parts of it) to do the Measure Up Works, or
  - 5.2 a time for WNE to attend the Property to do the Works is not agreed in accordance with clause 1 within 21 days of receipt of Request Form; or
  - 5.3 WNE is otherwise hindered or prevented from performing the Measure Up Works; or
  - 5.4 if WNE has completed the Measure Up Works and issued a Quotation for Works and WNE's Quotation is not duly accepted within the applicable acceptance period.
6. Customer will pay any such call-out fee in full (without any set-off or deduction) and in cleared funds within 14 days of the date of WNE's invoice for that fee.

## Downstream work

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

## Gas Hazards

8. If any thing is discovered or arises at any time in relation to the supply of gas at the Property which WNE considers to be unsafe or otherwise non-compliant with any legal or regulatory requirements, WNE may (without prejudice to any other right it may have) disconnect or otherwise stop the supply of gas to the Property and that supply cannot be recommenced until Customer has, using a licensed gas fitter, ensured that the gas pipes and appliances downstream of the gas meter are safe and otherwise compliant with all applicable legal or regulatory requirements.

## Warranties and Liability Limitations

9. WNE will endeavour so far as is reasonable and practicable in the circumstances to take reasonable care when conducting any Measure Up Works to cause as little detriment or inconvenience and as little damage as is reasonably possible at the Property. However, Customer is and remains solely responsible for:
  - 9.1 reinstatement and repair of all surfaces, coatings, structures, ground, landscaping and other things within the Property boundary;
  - 9.2 drawing WNE's attention to and clearly marking the location of all services (including electricity and telecommunication cables and conduits), reticulation, safety hazards and other items requiring special protection, controls and care at the Property;
  - 9.3 controlling or assisting WNE with the safe control of all safety hazards or other things at the Property requiring special protection or controls (including keeping all children, animals and ignition sources a safe distance away from any work, material or vehicle of WNE); 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 WNE, and to the maximum extent permitted by law:
  - 10.1 WNE does not make any warranty or representation concerning the Measure Up Works or any other thing, unless expressly stated in these Terms;
  - 10.2 WNE's entire liability for loss or damage in any way and on any basis whatsoever (including negligence) connected with the Measure Up Works, any related acts, matters or things or this agreement, is limited:
    - (a) in the case of goods, to any one of the following as determined by WNE:
      - (i) the replacement of the goods or the supply of equivalent goods;
      - (ii) the repair of the goods;
      - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
      - (iv) the payment of the cost of having the goods repaired; and
    - (b) in the case of services, to any of the following as determined by WNE:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again; and

- 10.3 WNE will in no event be liable to Customer or Owner in any way and on any basis whatsoever for:

- (a) any breach, delay, non performance or default arising from any matter or circumstance beyond its reasonable prevention or control (including any loss, damage or expense of any kind arising from any such breach or default);
- (b) any direct loss, damage or expense unless and to the extent it is proved to have been caused by negligence or wilful misconduct on the part of WNE or a failure by WNE to perform the Measure Up Works in accordance with good industry practice; or
- (c) any indirect loss, damage or expense including loss of revenue, loss of profit, loss of use, loss of opportunity or economic loss whether arising out of a breach by WNE of any contract, arrangement or understanding, at law, under any statute or in equity.

11. In these Terms, any limitation or exclusion of liability in favour of WNE is in favour of (and may be relied upon by) any of WNE, WA Gas Networks Pty Ltd ABN 90 089 531 975 (**WAGN**) or their respective related bodies corporate and any officers, employees, agents, consultants, contractors and representatives of any of them.

## Agents and Contractors

12. WNE may exercise any right or perform any obligation (including performing any Measure Up Works) itself or by any officer, employee, agent, representative or contractor. However, no contractor is authorised or permitted by WNE to make or issue any offer, quotation, acceptance or representation on behalf of WNE to any person (except to issue a Quotation for performing Works on a standard form WNE printed Quotation form); or to alter any prices or other terms issued, quoted or agreed to by WNE from time to time.

## Consents

13. Each of Customer and Owner consents to WNE collecting and using any personal information for purposes relating to Measure Up Works or Works (including sharing it with any third party for such purposes).
14. Each of Customer and Owner warrants and represents that each owner and each occupier of the Property has been informed of and consented to the Measure Up Works and that Customer or Owner has obtained (or will have obtained by the time it is necessary to have obtained them) all necessary third party consents, licences and approvals for WNE to do the Measure Up Works and for releasing any information arising from or in relation to any actual or proposed Works to Customer, Owner, any other owner or occupier of the Property or any government agency or regulatory body.

## Guarantee & indemnity

15. Owner unconditionally and irrevocably guarantees to WNE the due and punctual performance by Customer of its obligations under this agreement. As a separate undertaking, Owner indemnifies WNE fully against all liability or loss arising from or incurred in connection with a breach by Customer or Owner of this agreement. Owner's liability under this clause 15 is not affected by anything which might release or exonerate or otherwise affect it at law or in equity, including WNE granting time or other indulgence to, compromising with or partially releasing Customer in any way; any acquiescence, delay, acts or omissions on the part of WNE; any variation or novation of a right of Customer or WNE; any alteration of this agreement or any agreement entered into in the performance of this agreement, with or without the consent of Owner; or the invalidity or unenforceability of an obligation or liability of a person other than Owner.

## General

16. In these Terms, the words "for example", "include", "includes" and "including" are not used as words of limitation, clause headings are not Terms and any consent or determination by WNE is in its absolute discretion.
17. No provision of this agreement may be varied other than in writing executed by WNE and Customer.
18. The rights and remedies of WNE and duties and obligations of any or both of Customer and Owner provided in this agreement are in addition to other rights and remedies given to WNE and duties and obligations imposed on any or both of Customer and Owner, by law or any regulatory body.
19. This document contains the entire understanding between the parties about its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning that subject matter are merged in and superseded by this agreement and are of no effect. No party is liable to another party in respect of those matters. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding between the parties.
20. In the interpretation of any provision forming part of these Terms or this agreement, no rule of contract interpretation applies to the disadvantage of a party on the basis that it drafted or put forward that provision or any part of it.
21. These Terms and this agreement are governed by the laws applicable in Western Australia, Australia



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## Alter Gas Meter/Service Position Works - Pricing Guide

Issued by WestNet Energy Services Pty Ltd ABN 25 134 997 809 ("WestNet Energy")  
Version 2 Issue November 2009.

### Note:

- All rates and charges shown in this pricing guide **include GST** and are **approximate only**.
- This pricing guide is an approximate guide only, does not bind WestNet Energy in any way and is to be read subject to the terms of any WestNet Energy printed Request form or Quotation Form for provision of Alter Gas Meter/Service Position works and materials.
- WestNet Energy may issue a quotation on whatever terms it thinks fit and those terms take precedence over this pricing guide.
- The prices and other terms shown in this pricing guide may be reviewed and amended by WestNet Energy at any time in its sole discretion. Always check with WestNet Energy that you have the latest version of this pricing guide, which is available from WestNet Energy by telephoning 131356, writing to WestNet Energy Services Pty Ltd, PO Box 3006, Success WA 6964, or accessing the WA Gas Networks website at <http://www.wagn.com.au/>

**Minimum standard charge: The minimum standard charge for alteration of service is \$508.00 for an alteration of a gas service up to 2 lineal metres in length, and re-connection to the existing gas service, (In sand soil conditions).** Soil conditions other than sand will attract a hard digging surcharge over the cost of the base rate mentioned above.

The base rate includes the supply of service pipe material and the supply and installation of a gas service riser to a meter box supplied and positioned by Customer's licensed gas fitter.

### Additional charges for a connection to an existing gas service within the property boundary

For each extra lineal metre beyond the 2 lineal metres included in the minimum standard charge (above), additional charges apply as follows:

**Sand conditions**      **\$ 33.50 per lineal metre** (includes installation of service and materials)

**Clay conditions**      **\$ 40.00 per lineal metre** (includes installation of service and materials)

**Rock conditions**      **\$ 51.50 per lineal metre** (includes installation of service and materials)

Reinstatement and repair costs may also apply (see below).

### Full Relay of Gas Service To Gas Main

If the customer requires an existing service to be fully re-laid to the gas main (eg, because of their preferred positioning of the gas meter box), the WestNet Energy standard schedule of rates will normally apply as for the installation of a normal service to an established premise and reinstatement and repair costs may also apply (see below). **The average cost of replacing a gas service from the gas meter box to the gas main can range from \$900.00 to \$1800.00, not including reinstatement costs.**

For more information on the current WestNet Energy standard schedule of rates please call 131356 or write to WestNet Energy Services Pty Ltd, PO Box 3006, Success WA 6964.

### Reinstatement & Repair Costs

The customer will also be charged, as applicable, for any reinstatement and repair of any surfaces, coatings, structures, ground, landscaping and other things (including any paving, concrete, bitumen, building, wall, fence, sign, pipe, conduit, cable, tree or plant) within the property boundary and (where any works or related acts, matters or things extend outside the property) in the road reserve or any other property outside the property. These charges may include, but are not limited to, work, materials and compensation for any loss or damage incurred by any person or body.

### Call-Out Fees

The customer may also be charged call-out fees in certain circumstances. Refer to the terms of WestNet Energy's printed Request Form and Quotation Form for provision of Alter Gas Meter/Service Position works and materials.

### In General

The price and other terms for supply of Alter Gas Meter/Service Position works and materials will be as set out in WestNet Energy's written quotation (if any) for those works and materials, even if that is inconsistent with this pricing guide or any schedule of rates.