



# **Jemena Gas Networks (NSW) Ltd**

## **Negotiated Terms & Conditions for Connection of a Retail Customer to the Jemena NSW Gas Distribution Network**

**1 October 2026 © Jemena Gas Networks (NSW) Ltd**

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## Introduction

The Negotiated Connection Service Terms and Conditions comprise this Introduction and the Terms and Conditions set out below.

## Making an Application

**What?** We offer two types of connections services in relation to new connection of a residential property to our NSW gas distribution network:

- a Basic Connection Service, which applies when the Supply Address satisfies the requirements for this service set out in our Model Standing Offer; and
- a negotiated connection service, which applies when a Basic Connection Service is not applicable (**Negotiated Connection Service**).

These terms and conditions apply to a Negotiated Connection Service. Accordingly, the negotiated connection process set out in Part 12A of the National Gas Rules is applicable. If you would like more information on the negotiated connection process, please visit our website at [www.jemena.com.au](http://www.jemena.com.au).

**Who?** Applications can be made by builders, plumbers, Real Estate Developers and Retail Customers (or by someone else who is acting on behalf of a Retail Customer) (collectively, **Non-Retailer Applicants**) and by Retailers.

If you are a Retail Customer with a current Retailer, we recommend that you arrange for your Retailer to make the application request using our Electronic Business System.

If you are a Non-Retailer Applicant, you agree that we will nominate a Retailer to sell gas to the Supply Address (see clause 3 for further details). The nomination of a Retailer does not restrict or prevent the customer at the Supply Address from subsequently choosing a different Retailer at any time after the connection has been established at the Supply Address.

**How?** Applications must be lodged via our Electronic Business System.

We may require you to provide us with any additional information we reasonably require to assess the Application.

## Privacy Policy

Our Privacy Policy is available at <https://www.jemena.com.au/about-us/privacy-policy/>.

## Understanding this document

Capitalised words in this document have the meaning given to them in the Dictionary in clause 12.6.

Please ensure you read this document. If you have any queries, please visit our <https://www.jemena.com.au/> or contact our New Connections Team: Phone: 1300 137 078  
Email: [netconnect@jemena.com.au](mailto:netconnect@jemena.com.au).

## TERMS AND CONDITIONS

### 1. Offer and acceptance

#### 1.1 Offer and acceptance

- (a) We will use best endeavours to make an offer to you within 65 Business Days after the date we receive a properly completed application for a negotiated residential connection service (or the date we receive all requested additional information where applicable).
- (b) The offer will be on the Negotiated Connection Service Terms and Conditions applicable at the date of the offer, together with the terms set out in the offer.
- (c) The offer can be accepted:
  - (i) via our Electronic Business System; or
  - (ii) where agreed by us in writing, by issuing a purchase order to us.
- (d) The offer remains open for acceptance for 20 Business Days from the date of the offer or otherwise agreed by us. The offer will lapse if you do not accept the offer via our Electronic Business System within the applicable period.
- (e) We reserve the right to withdraw the offer, or to revise the terms and conditions of the offer, at any time before we receive acceptance of the offer, by withdrawing or updating the offer on our Electronic Business System.

#### 1.2 Formation of Connection Work Agreement

Upon acceptance of the offer by you in accordance with clause 1.1, a contract for us to carry out the Connection Work commences between you and us on the terms and conditions set out in:

- (a) the offer; and
- (b) the Negotiated Connection Service Terms and Conditions (applicable at the date of the offer),

**(Agreement).**

#### 1.3 Deemed Distribution Contract

The Agreement under clause 1.2 applies to the provision of the Connection Works only. After the Connection Works have been provided and gas commences to be supplied at the Supply Address, unless we have agreed otherwise in writing, we will supply gas under and in accordance with the terms and conditions of our Deemed Standard Distribution Contract (which is located on our website or can be obtained by contacting us).

### 2. Connection Charge

#### 2.1 Payment of connection charge

- (a) You will pay the connection charge which will be set out in the offer (**Connection Charge**). The Connection Charge will be calculated in accordance with clause 2.2 and may be adjusted in accordance with clause 5.3.
- (b) We will invoice the Retailer for the Supply Address for the Connection Charge.
- (c) If you are not the Retailer:
  - (i) you must pay the Connection Charge to the Retailer in accordance with the Retailer's invoice to you; and
  - (ii) you acknowledge that our commencement of the Connection Works is subject to receiving the necessary B2B Transaction from the Retailer, and the Retailer may delay the Connection Work until you pay the Connection Charge to them or have agreed a payment arrangement.

## 2.2 Calculation of connection charge

The Connection Charge will be based on the directly attributable and efficient costs of providing the Negotiated Connection Service and may include the costs permitted by Part 12A of the National Gas Rules, including the costs of purchasing and installing connection assets, any extension to or augmentation of our gas network required to provide the service, incidental design, planning and administration costs, and any net tax payable by us as a result of receiving the Connection Charge.

If the Connection Charge is based on an estimate and the actual directly attributable costs are higher, an adjustment may be made in accordance with clause 5.3.

If the Connection Charge is based on an estimate and the actual directly attributable costs are lower, we are not required to refund the difference.

Further details are set out on our website at: <https://www.jemena.com.au/gas/residential-gas-connections/> and in the offer.

## 3. Retail Gas Agreement

### 3.1 Retail Gas Agreement

Where you have not notified us of a Retailer and customer number for the Supply Address, unless we have agreed otherwise, we may:

- (a) nominate a Retailer to sell gas to the Supply Address<sup>1</sup>;
- (b) reject the Application or decline to proceed until a Retailer confirms they are Retailer for the Supply Address; or
- (c) establish the connection and leave the meter wadded or locked.

### 3.2 Commencement of gas delivery

We are not required to commence the delivery of gas to the Supply Address until a Retailer has confirmed to us that a Retail Gas Agreement is in place.

### 3.3 Applications lodged by Retailers

Clauses 3.1 to 3.2 do not apply if you are a Retailer.

## 4. Connection Work

### 4.1 Connection Work (non-residential path valve service)

Unless specified to the contrary in the offer, the Connection Work comprises the connection of the Supply Address to our gas network by:

- (a) undertaking any necessary extension to our existing gas network; and
- (b) providing and installing:
  - (i) a client service pipe from our gas main to the meter location;
  - (ii) a meter set at the meter location reasonably determined by us having regard to the Safety and Technical Requirements; and
  - (iii) any other metering equipment as reasonably determined by us.

### 4.2 Residential path valve service

Unless specified to the contrary in the offer, where the offer refers to a residential path valve service:

- (a) our Connection Work comprises the connection of the Supply Address to our gas network by:

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<sup>1</sup> The nomination by us of a Retailer under clause 3.1 does not restrict or prevent the customer at the Supply Address from subsequently choosing a different retailer at any time after the connection has been established at the Supply Address.

- (i) undertaking any necessary extension to our existing gas network;
- (ii) providing the client service pipe; and
- (iii) providing a meter kit for installation at the supply address; and
- (b) you must arrange for all other work required to connect the Supply Address to our gas network, including:
  - (i) Installing the Meter set;
  - (ii) Installing the client service pipe from the meter to the path valve; and
  - (iii) providing and fitting the path valve (Service Line Work), which must be approximately 225mm outside the property boundary of the Supply Address; and
- (c) you must ensure that the Service Line Work is carried out by a Licensed Gasfitter in accordance with all applicable regulatory, legal, Safety and Technical Requirements.

### **4.3 Gardens, driveways and other hard surfaces within your property**

- (a) To the extent reasonably practicable, we will endeavour to minimise disturbance to building surfaces, gardens and driveways while carrying out the Connection Work.
- (b) The Connection Work does not include the reinstatement of any surfaces within your property including gardens, and you will be responsible for having any existing turf re-laid and topsoil spread upon completion of the Connection Work.
- (c) Where the Connection Work causes damage or destruction to hard surfaces within your property such as driveways or paths, we will provide a temporary repair in the form of a black top mix. However, the Connection Work does not include full restoration of hard surfaces to the original condition, which is your responsibility.
- (d) The Connection Work does not include repair or restoration of damage caused to building surfaces.

## **5. Timing of Connection Work**

### **5.1 Carrying out Connection Work**

We will endeavour to commence and complete the Connection Work within the period specified in the offer, with that period commencing from the time that all of the following are satisfied:

- (a) you have accepted the offer and provided any information required under clause 3;
- (b) the B2B Transactions have been raised by you (if you are a Retailer) or by your Retailer (if you are not a Retailer); and
- (c) any special conditions specified in the offer have been satisfied (or waived by us in writing), or a later time agreed with you. If no period is specified in the offer, we will endeavour to commence and complete the Connection Work within a reasonable period after satisfaction of paragraphs (a) – (c) above.

### **5.2 Delays to Connection Work**

- (a) Commencement or completion of Connection Works may be delayed where, acting reasonably, we consider this necessary or appropriate, including, but not limited to, where:
  - (i) traffic control is required (see clause 5.2(b));
  - (ii) inclement weather occurs;
  - (iii) unforeseen ground conditions are found to exist;

- (iv) other works or activity at or in the vicinity of the Supply Address interfere with the performance of the Connection Works;
  - (v) you fail to comply with your obligations under this Agreement, including the requirements in clause 6 and approvals requirements in clause 7; or
  - (vi) you have not made suitable arrangements with a Retailer for payment of any Connection Charge.
- (b) Where we determine that traffic control is appropriate to perform the Connection Work, we will arrange for an approved traffic management plan. This will involve an estimated additional lead time of 4 to 6 weeks. The costs associated with this plan and traffic control are included in the Connection Charge. Any difference between the estimated and actual directly attributable costs may be reflected in an adjustment to the Connection Charge under clause 5.3.

### **5.3 Delays or changes resulting in adjustment to Connection Charge**

Where any delay or change in Connection Work (including any variation to the Negotiated Connection Service or any material increase in third party costs) results in an increase to the actual directly attributable costs of the Negotiated Connection Service, we may adjust the Connection Charge accordingly and invoice the Retailer for the additional costs provided these are calculated in accordance with clause 2.2.

## **6. Your obligations relating to the Connection Work**

### **6.1 You must provide us with all information:**

- (a) reasonably requested by us from time to time in relation to the Connection Work or otherwise relating to you and our rights and obligations under this Agreement promptly after receiving the request; and
- (b) about any risks, hazards or other actual or potential issues which may affect the safety, nature, cost or timing of the Connection Work as soon as possible after becoming aware that a risk, hazard or issue does or may exist.

### **6.2 You acknowledge and agree that we rely on the accuracy of all information you provide to us when assessing the application, making the offer and in carrying out the Connection Work and confirm that you have made all reasonable inquiries and that all information is accurate to the best of your knowledge.**

### **6.3 You must notify us immediately if:**

- (a) any information previously provided by you in relation to the Connection Work is no longer accurate; or
- (b) you become aware of any matter or thing that might reasonably be expected to affect the safety, nature, cost or timing of the Connection Work.

### **6.4 You must:**

- (a) ensure that we and our authorised representatives are provided with safe and unhindered access to the Supply Address to enable us to carry out the Connection Work;
- (b) notify us of any actual or possible hazards or safety concerns at the Supply Address; and
- (c) comply with all reasonable requests made by us and our authorised representatives in relation to Supply Address access.

### **6.5 Where we consider acting reasonably that:**

- (a) any relevant information provided in relation to the Supply Address is inaccurate or has been updated (including where you request a variation to the connection);
- (b) the site conditions at the Supply Address differ from those upon which the offer was based; or
- (c) you have failed to comply with clause 6.4,

where appropriate we will re-assess the works and charges required to perform the connection of the Supply address and may at our election:

- (i) if the offer has not been accepted by you, withdraw the offer and issue a revised offer;
- (ii) if the offer has been accepted by you, terminate the Agreement and:
  - a. subject to clause 10.2, take no further action to connect the Supply Address to our network; or
  - b. provide you with a replacement offer for a negotiated connection service, which may include a new Connection Charge.

## **7. Approval of affected parties**

**7.1** You are responsible for obtaining at your own cost written approval from all affected parties and relevant statutory authorities for us to carry out the Connection Work (except for traffic management), including the consents referred to in clauses 7.2 and 7.3. We will not be obliged to commence the Connection Work until such approvals are provided.

**7.2** Without limiting clause 7.1, the consent of the Land Owner at the Supply Address must be obtained where:

- (a) you are a Residential Customer and you are not the Land Owner; or
- (b) you are not a Residential Customer and neither you nor the Client is the Land Owner.

**7.3** You must ensure that you have obtained the written consent of any individual whose Personal Information will be provided to us for that individual's Personal Information to be provided to us and other parties (such as a Retailer), and for us and those recipients to collect, use and disclose the Personal Information:

- (a) for the purposes of the Connection Work, for the supply of gas to the Supply Address and for related or ancillary purposes and any other purposes identified in our Privacy Policy (and the Retailer's privacy policy) from time to time; and
- (b) in compliance with all applicable laws, including the *Privacy Act 1988* (Cth).

As part of this, you must ensure that the individual is aware of the matters identified in Australian Privacy Principle 1.4 when you collect the Personal Information, including the matters set out in our Privacy Policy.

**7.4** You acknowledge that by submitting the Application you consent to the provision of your Personal Information to us and other parties (such as a Retailer), and for us and those recipients to collect, use and disclose that Personal Information as set out in clause 7.3.

## **8. Gas Installation Compliance Certification**

You must ensure a certificate of compliance for each new Gas Installation at the Supply Address is provided to us by a Licensed Gasfitter promptly after the Gas Installation is completed.

*Note:* The law requires that work in relation to a Gas Installation at the Supply Address must be carried out by or under the immediate supervision of a Licensed Gasfitter and in accordance with all relevant legislation and statutory instruments.

## **9. Use of gas at the premises**

**9.1** You must ensure that all gas appliances (including customer installation pipework) located at the Supply Address are installed in accordance with applicable laws and standards and by an appropriately qualified person.

**9.2** You and the Client (if any) accept all risks in respect of the control and use of gas at the premises located at the Supply Address.

## **10. Termination**

**10.1** We may terminate the Agreement on written notice to you if:

- (a) other than as a result of a breach of the Agreement by us, the Connection Work is not completed within 90 days of the B2B Transactions being raised, or such later date agreed

by us in writing;

- (b) the necessary B2B Transactions have not been raised within 45 Business Days of the date of acceptance of the offer;
- (c) pursuant to clause 6.5; or
- (d) where agreed with you.

Where we have terminated the Agreement under clauses 10.1(a) or (b), on request we will provide you with a new offer to connect the Supply Address, which you may accept in accordance with the terms of that revised offer.

- 10.2** Where this Agreement is terminated prior to the completion of the Connection Work and prior to our recovery of the Connection Charge the following costs are payable by you and will be invoiced to the Retailer:

- (a) any directly attributable costs of providing the Negotiated Connection Service that have been incurred by us, provided these are calculated in accordance with clause 2.2; and
- (b) other than as a result of a breach of the Agreement by us, any reasonable and direct costs incurred by us to make safe the premises or the network.

## **11. Limitation of Liability**

- 11.1** If any law or consumer guarantee applies to any goods or services we supply in providing the Connection Work under this Agreement, then our liability (if any) for any failure to comply with that law or consumer guarantee is limited, as far as the law permits and at our option, to resupplying the goods or services, or paying for their resupply.
- 11.2** To the extent permitted by law, we give no condition, warranty or undertaking, and make no representation to you or the Client (if any) about the condition or suitability of energy, the Connection Work, its quality, fitness for purpose or safety.

## **12. General**

- 12.1** The Agreement comprises the entire understanding of the parties. Any previous representations are superseded by this Agreement and will have no legal effect.
- 12.2** If for any reason any of the terms of this Agreement are held to be invalid, illegal or unenforceable by any court or administrative body, all other terms of this Agreement will remain in force.
- 12.3** Any reference in this document to legislation, regulations, rules and other statutory instruments is a reference to the relevant document as amended or replaced from time to time. References to a "clause" are to clauses in this document.
- 12.4** This Agreement will be governed by the law applicable in New South Wales.
- 12.5** Clauses 8, 9, 10 and 11 survive termination of this Agreement.
- 12.6** Capitalised terms in these terms and conditions are defined as follows:

**Access Arrangement** means our AER-approved access arrangement for our NSW gas distribution network, as in force from time to time under the National Gas Law.

**Agreement** has the meaning given to that term in clause 1.2.

**Applicant** means the person who lodged the Application.

**Application** means, as applicable, the application form lodged by you (including through our Electronic Business System) requesting a Service at the Supply Address.

**B2B Transactions** means the service order transactions required to be raised by a Retailer under the applicable retail market procedures to initiate a new gas connection to our network.

**Basic Connection Service** has the meaning set out in the Introduction.

**Business Day** means a day that is not a Saturday or Sunday, or a public holiday in NSW.

**Client** means the owner or occupant of the Supply Address.

**Connection Charge** means the connection charge described in clause 2.1(a).

**Connection Work** means the work described in clause 4.

**Electronic Business System** means our electronic business system used by us for gas market business transactions with Retailers and our electronic portal.

**Gas Installation** means the installation of equipment beyond the point of termination of the Connection Work required to provide a supply of gas to the premises at the Supply Address.

**Land Owner** means the owner of the Supply Address.

**Licensed Gasfitter** means a gasfitter holding all necessary licences as a gasfitter in NSW as required by law at the time they provided their services.

**Model Standing Offer** means the terms and conditions applicable to a Basic Connection Service.

**National Gas Law** means the National Gas Law adopted under the *National Gas (New South Wales) Act 2008* (NSW).

**National Gas Rules** means the rules made under the National Gas Law.

**Negotiated Connection Service Terms and Conditions** means the terms and conditions set out in this document.

**our, we, us** or **Jemena** means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322 and our employees, contractors, agents, sub-contractors (of any tier) and employees of sub-contractors.

**Personal Information** has the meaning given to it under the *Privacy Act 1988* (Cth) (and may include for example, an individual's name, signature, address and telephone number).

**Real Estate Developer** has the meaning set out in Part 12A of the National Gas Rules (which includes a person who carries out commercial real estate development).

**Residential Customer** has the meaning given to it in the National Energy Retail Law (that is, a customer who purchases energy principally for personal, household or domestic use at premises).

**Retail Customer** means a person to whom gas is sold for premises by a Retailer.

**Retail Gas Agreement** means an agreement with a Retailer for the sale of gas to the Supply Address.

**Retailer** means a retailer as defined in the National Gas Law who has a current reference services agreement with us under our Access Arrangement.

**Safety and Technical Requirements** means all relevant gas industry rules and standards, including:

- (a) the Jemena Network Operator Rules which can be found on our website;
- (b) AS/NZS 4645 Gas distribution networks (series comprising AS 4645.1 Network Management, AS 4645.2 Steel Pipe Systems and AS 4645.3 Plastic Pipe Systems); and
- (c) AS 5601 Gas installations, which provides limiting conditions for copper tube, fittings and jointing.

Note: We may accept an operating limit of 400kPa for Type A and B Copper Tube. Composite pipe cannot be used. AS 5601 also applies in relation to venting of pressure reduction equipment and/or pressure limiting devices.

**Supply Address** means the address specified in the Application.

**you** or **your** means the Applicant.

## 13. Complaints

- (a) If you have a query, complaint or dispute relating to the Agreement you may contact us:
  - (i) by telephone on 1300 137 078;

- (ii) electronically via the feedback form on our website [www.jemena.com.au](http://www.jemena.com.au);
  - (iii) by email: [customerrelationsnsw@jemena.com.au](mailto:customerrelationsnsw@jemena.com.au); or
  - (iv) by post: Customer Relations, Level 39, Liberty Place, 161 Castlereagh Street Sydney NSW 2000
- (b) If you make a complaint, we must respond to your complaint in accordance with our standard complaints and dispute resolution procedures, found on our website or provided on request, and inform you:
- (i) of the outcome of your complaint; and
  - (ii) if you are not satisfied with our response and you are a small customer, you have a right to refer the complaint to Energy and Water Ombudsman of NSW (EWON) on 1800 246 545 or by visiting the following website: [www.ewon.com.au](http://www.ewon.com.au)