

## 1. Introduction

These terms and conditions form part of the contract with commercial customers ("Customers") whose applications for gas connection are approved by Vector and who accept Vector's offer of gas connection as defined in Vector's Commercial Gas Connection Application form ("Application"). These terms and conditions do not relate to the supply of gas by energy retailers. Vector means Vector Gas Limited or Vector Limited, both gas distributors under the Gas Act 1992.

## 2. Connection Charges

A connection charge may apply which Vector will provide by way of a written quote. Vector requires the Customer's written acceptance and payment of these charges before installation of the Customer's gas connection and meter can commence. If the Customer requests the work is delayed for any reason, Vector reserves the right to re-quote for the work where the delay affects Vector's costs.

## 3. Variation in Connection Charges

Vector reserves the right to cease construction in the event that additional charges are incurred by Vector including additional costs due to:

- incorrect information being received by Vector;
- any extra contractor site visits to undertake the gas connection installation due to the site not being ready for connection on the specified connection date;
- open trenching for the laying of gas piping has not been undertaken by the Customer or does not meet Vector's requirements set out in Section 7; or
- significant site obstacles are not specified (or incorrectly specified) that increase the cost of installation.

This is not an exhaustive list and any additional costs incurred by Vector will be on-charged to the Customer. Any additional connection charges must be paid on receipt of invoice. Construction will recommence upon receipt of full payment for additional charges.

## 4. Right of Ways

Vector will require a consent form if any part of a gas service pipe crosses or enters a jointly held right of way, shared access way, or an area over which an easement has been registered. This consent form will need to be signed by each property owner (or associated party) serviced by the right of way, shared access way or having rights under the easement, giving Vector permission to lay a gas pipe within that area. This consent is required prior to construction commencing. Consent forms are obtainable from Vector.

## 5. Easement

For connections requiring part of a gas service pipe to cross any third party property boundary, Vector will require a copy of the easement for the third party property, and associated site plans, granting the right to convey gas through any easement area. All costs associated with granting an easement are the Customer's responsibility. This information is required by Vector prior to construction commencing.

## 6. Arborist Report and Resource Consent

Where trees are present inside or outside the property boundary, an Arborist Report may be required which could result in a Resource Consent application having to be submitted to the local body council or territorial local authority. In these circumstances, the Customer is to organise and provide a copy of the Arborist Report (and Resource Consent if applicable) to Vector prior to construction commencing.

## 7. Provision of Open Trench

Where the Customer is required to provide trenching prior to installation, the trench must be at least 700mm deep from finished ground level and have a 150mm minimum clearance from all other services or as otherwise notified by Vector.

## 8. Open Trench in Established Areas

In some circumstances Vector's contractors may need to open an additional small trench on the property for installation of the Customer's service. Vector's contractors will use all reasonable endeavours to minimise any inconvenience and reinstate the land to its existing conditions. Vector will lay the gas connection to the Customer's property in the most direct and cost efficient route to the meter location.

## 9. Cancellations

In the event of a Customer requesting the cancellation of a connection, a cancellation fee will be charged at Vector's current

rate. The Customer will also pay any construction costs already incurred by Vector.

## 10. Gas Meter Location

The Customer's gas meter can only be located in certain positions. Vector requires the Customer's commercial meter to be located on the property boundary where practical. Vector may vary this to maintain the following clearances:

- 1m from any opening vent, window or door; and/or
- 0.5m from any permanently connected electrical appliance, switchboard or metering board and/or from any permanent gas appliance or flue.

## 11. Appliances and Safety

As with any form of energy, gas must be treated with respect to prevent accidents. It is the Customer's responsibility as a gas consumer to ensure that its appliances are approved for use with natural gas and are installed or converted by a registered Craftsman Gasfitter, certified and kept in a safe condition. Vector suggests that the Customer discusses the appliances it intends to install with its Craftsman Gasfitter and/or Gas Appliance retailer before making a purchase. Vector requires the Customer to include on the Application form the number and type of appliances the Customer intends to install. These details will be confirmed on the Customer's gas certificate of compliance.

## 12. Ownership

Vector will own all equipment associated with the Customer's service up to the inlet of the meter. The meter is owned by a meter service provider (which may be a Vector group company). The Customer must take all reasonable care that the on-property gas piping and meter are not damaged. The Customer must not interfere with the service and gas meter and must not permit others to interfere with it. Any damage by any party to the on-property gas piping and/or metering will be at the risk of, and for the account of, the Customer. Vector retains the right, on reasonable notice, to enter the property for the purpose of maintenance and checking of the connection and gas piping.

## 13. Consumer Guarantees Act

The Customer represents and warrants that it has entered into this Agreement solely for business purposes and the provisions of the Consumer Guarantees Act 1993 do not apply.

## 14. Privacy

Information provided to Vector will be held and made available to the Customer in accordance with the Privacy Act 1993 and Vector's privacy policy available at [www.vector.co.nz](http://www.vector.co.nz).

## 15. Liability

Vector will only be liable to the Customer for physical damage caused to the Customer's tangible property as a result of any breach or any negligent act or omission by Vector or any of its employees, agents and contractors in relation to these terms and conditions, and Vector's total liability to the Customer will not exceed the lesser of the Customer's connection charges received by Vector and \$1000. Vector is not liable for any indirect or consequential loss or damage to any party (howsoever arising), or for any financial or economic loss (whether direct or indirect).

## 16. General

- 16.1 In the event of default on any of the Customer's obligations under these terms and conditions, the Customer shall pay all costs (including costs on a solicitor/client basis and debt collectors' costs) incurred by Vector in the recovery of outstanding moneys and the enforcement of these terms and conditions.
- 16.2 These terms and conditions constitute the entire agreement of the parties in respect to all matters covered by it and supercedes all previous agreements in respect of those matters.
- 16.3 No amendments to these terms and conditions are effective unless in writing and signed by the Customer and Vector.
- 16.4 Vector may subcontract the performance of any obligations under these terms and conditions.
- 16.5 Vector reserves the right (at its sole discretion) to terminate this Agreement before installation occurs. In the event of any such termination, Vector shall refund all moneys paid to it by the Customer for any work not executed.
- 16.6 The Customer must advise Vector of any material changes to the property as soon as possible.