

ANNEXE TO GAS APPLICATION FORM

Egoli Gas (Pty) Ltd - Standard Terms and Conditions for Gas Supply

1. Agreement to supply and start date.

- 1.1. The Consumer appoints Egoli Gas to supply gas to the Consumer for the duration of the agreement in accordance with the terms and conditions set out herein.
- 1.2. To supply gas Egoli Gas requires:
 - 1.2.1. a completed and signed application form being submitted to Egoli Gas;
 - 1.2.2. the Supply Point being connected to our gas supply system;
 - 1.2.3. payment by you of any initial charges and connection fees as stipulated herein;
 - 1.2.4. the amount of any deposit that Egoli Gas may request (as set out in Clause 4) being paid.
- 1.3.
 - 1.3.1. We shall verify the meter reading on the anticipated start date. A certificate of acceptance shall be issued stating the meter reading at the time of installation. By signing the certificate of acceptance you will be deemed to have agreed to the meter reading at the time of installation.
 - 1.3.2. Egoli Gas shall:-
 - 1.3.2.1. upon receipt of the duly completed Gas Application Form, open an account on the Egoli Gas system, a deposit request shall be sent by Egoli Gas to the Incoming Consumer if applicable;

2. Interpretation

In these terms and conditions

- 2.1. "Consumer" shall mean the Natural or Legal Person, appearing on the application form.
- 2.2. "Egoli Gas (Pty) Limited, registration number: 2006/009700/07" shall mean "Egoli Gas" and any of its subsidiaries.
- 2.3. "Gas" refers to natural gas.
- 2.4. "Meter Installation" shall mean an instrument installed at the premises by us for the measuring of the volume of gas passing through a pipe and includes a consumer meter and a sub-meter.
- 2.5. "Supply point" refers to the point where our equipment is connected in the premises to our external gas pipe lines, and/or your equipment.
- 2.6. "You", "your", "yourself" and "yourselves" refers to the Consumer.
- 2.7. "Your Equipment" shall mean all gas installations and/or appliances (as defined in the Gas By-Laws) occurring or situate at, in, on or under your premises, excluding our meter installation. Premises shall be deemed to include those portions of land and buildings located within the perimeter walls and/or boundary of the premises referred to in the Gas Application Form.
- 2.8. "We", "us", "our" and "ourselves" refers to Egoli Gas (Pty) Limited its servants and agents, and successors and assigns.
- 2.9. All references made to the Gas Supply By-Laws include those by-laws as amended from time to time promulgated by the Greater Johannesburg Transitional Metropolitan Council on 28 June 2000.
- 2.10. Words and expressions used in this agreement shall bear their ordinary meaning.

3. Payments

- 3.1. The current tariffs applicable to the supply of gas shall be the contracted price. The contracted price applicable to the supply of gas may be amended by Egoli Gas from time to time.
- 3.2. You will be presented with a monthly invoice for your gas consumption, which, *inter alia*, records; a description of the volume of gas consumed, the unit price of consumption, the total price of consumption without VAT, the VAT amount, the total amount (including VAT and any other taxes payable) and the date prior to which payment should be made by you (due date).
- 3.3. You shall make payment of the amount stated in your invoice by no later than the due date, failing which you will be in breach of your obligations to us.
- 3.4. We shall be entitled to charge you interest at the maximum rate on all amounts not paid on or before the due date.
- 3.5. Egoli Gas may vary the price at which it will sell gas to you from time to time on not less than 30 days' prior written notice of such variation. After expiry of such notice, the price will be deemed to have been agreed to be varied to the new price. Payment of any invoice reflecting the new price will be construed as ascent to the new price.

4. Deposits

4.1.

4.1.1. Egoli Gas reserves the right to demand that you make payment to it of a deposit either prior to gas being supplied to you or at any time during the subsistence of this agreement.

4.1.2. In the event that a deposit is required to be paid, then it shall be calculated based on the rand value of your estimated maximum gas usage per month, however such deposit shall not exceed 3 times the aforementioned amount.

4.2. "Deposit" means the amount referred to in paragraph 4.1 above, which amount shall be invested as provided for in Section 6(3) of the Gas By-Laws.

4.3. Should your gas consumption increase we reserve the right to require you to make a deposit or to increase your deposit. You will be notified of the increase in the deposit required on the invoice for the month following such increase including the due date for such payment.

4.4. Without prejudice to our right to cancel this agreement should you fail to pay any amount due by you within 14 days of the due date, you consent to the deposit or part thereof being used by way of set-off to reduce and/or extinguish the amounts owing by you to us. In such an event, and upon written demand, and as a condition of us continuing to supply gas to you, you will be required forthwith to reinstate the deposit held to an amount equal to that held immediately prior to set-off being applied. Should you fail to reinstate the deposit forthwith, we shall be entitled to terminate the supply of gas to you without further notice to you.

4.5. Within 30 days of cancellation of this agreement, the deposit plus accrued interest thereon, less any amounts due to us, shall be repaid to you.

5. Gas Consumed

5.1. Your monthly gas consumption will be determined with reference to the meter installation which will be, *prima facie*, proof of the quantity of gas consumed by you.

5.2. Should the meter not have been read in any one month you shall be obliged to make payment to us, on the basis of estimated consumption. In such instances appropriate adjustments vis-à-vis your actual consumption as opposed to the estimated consumption will be made to the invoice submitted following the next meter reading.

5.3. You shall not be entitled to resell the gas supplied to you.

5.4. You shall provide written notification on not less than 20 business days of an anticipated substantial increase in consumption.

6. Cancellation

6.1. Your Right to Cancel

6.1.1. You may cancel this agreement upon giving us 20 business days written notice of your intention to do so. Notwithstanding the cancellation of the agreement, you shall remain liable to us for any unpaid charges due to us.

6.1.2. Should you cease to occupy the premises and should you fail to cancel your Consumer Agreement, you shall remain liable to pay for all gas consumption on such premises up to and including the date of the written cancellation of this agreement.

6.2. Our Rights to Cancel

6.2.1.

6.2.1.1. Should you breach any term of this agreement, all of which are deemed to be material, then you shall be required, subject to 6.2.1.2 below, to remedy such breach within 3 days of receipt of a written notice to do so failing which, we shall be entitled to terminate this agreement upon written notice;

6.2.1.2. In the event of a breach which, in our opinion constitutes a threat to the health or safety of any person or the environment, and/or integrity of the gas line, then you shall be required upon receipt of a written notice addressed to you, to immediately implement such remedial steps as are detailed in such notification. In addition to any claim for damages, we may in such event immediately suspend and/or terminate the supply of gas to you pending the implementation of the required remedial steps. Provided that should a breach of this nature not be remedied within 72 hours of receipt of the aforementioned notification, we shall be entitled to cancel the

agreement without further notice to you. For avoidance of doubt, safety and health issues shall include, but not be limited to, such conduct as detailed in Clause 8.1 below.

- 6.2.2. If it comes to our attention, subsequent to the parties having concluded an agreement, that you have provided materially incorrect information to us, we shall have the right to cancel this agreement on 24 hours' notice to you.
- 6.2.3. Any pre-existing agreement in respect of the same premises shall automatically be cancelled by a subsequent agreement concluded in respect of the Premises.
- 6.2.4. In the event that our licence to supply gas is revoked or suspended, this agreement shall automatically be deemed to have been cancelled. Should the license however be reinstated or any suspension be lifted, the agreement will be automatically reinstated.
- 6.2.5. If pursuant to a breach of your obligations arising in terms of this agreement, this agreement is cancelled and should you rectify your breach and wish to be reconnected to the gas supply pipeline you shall be responsible for the payment of the then applicable reconnection fee.
- 6.2.6. Should you commit any breach of this agreement on 3 or more occasions during any 12 month period, we shall be entitled to cancel the agreement on 24 hours' notice.
- 6.2.7. Notwithstanding the foregoing, Egoli Gas has the right to terminate this agreement on 30 days' written notice.

7. Consequences of Cancellation

- 7.1. In the event of the cancellation of this agreement, you will remain liable for payment of all gas consumed to date of cancellation or date of disconnection whichever occurs last in time together with all and any other amounts owing to us howsoever arising.
- 7.2. Should you cancel this agreement within 12 months from the date that gas is first supplied to you (or such other date that we may agree to in writing) then you shall be liable to pay all of our expenses that we may have incurred in installing or connecting any gas supply equipment to the Supply Point unless such expenses have already been paid for by you.
- 7.3. Should you cease to occupy the premises and fail to cancel this agreement as per Clause 6.1 you shall remain liable for any gas consumed previously and associated service charges until either of the following events occur:-
 - 7.3.1. the expiration of a period of 7 days subsequent to you providing written notice to us that you have ceased to own or occupy the premises; or
 - 7.3.2. in the event that we proceed to supply gas to the Supply Point in pursuance of a gas supply agreement with a person other than yourself.
- 7.4. On termination of the agreement we will be entitled to remove from the Supply Point any property (including meters and equipment) of ours which may be present or associated with the Supply Point.

8. Safety and use of gas

- 8.1. In terms of our obligations as constituted by Sect 58(1) of the Consumer Protection Act ("CPA") relative to the supply of natural gas, your attention is drawn to the underlying principals relating to the supply and use of gas at your premises.

1. Only employees or authorized agents of Egoli Gas are authorized to install or perform any work of whatsoever nature on any gas supply equipment.
2. You are not permitted to tamper with or allow anyone else to tamper in any way whatsoever with the equipment located on the premises/the supply point for safety reasons. Should you fail to adhere to the above stipulations, we shall not be liable for any loss, damage or injury that you or anyone else may suffer as a result of such conduct.
3. Should you become aware of the escape or the imminent escape of gas, or damage to the gas line or gas Supply Point, you shall immediately telephone us on our telephone number 011 726 4702 to establish what steps you are entitled to take in order to temporarily terminate gas flow to your premises.
4. Should you be unsure as to the correct procedure to be followed in respect of any gas equipment, you are required to contact us immediately to obtain advice and guidance in this regard notwithstanding the cancellation/termination of this agreement.

9. Equipment at your supply point

- 9.1. The equipment installed at your Supply Point shall remain the property of Egoli Gas at all times notwithstanding the cancellation/termination of this agreement.
- 9.2.
 - 9.2.1. Egoli Gas shall at all reasonable times be entitled to enter your premises for the purposes of, *inter alia*, inspection, removal or to effect necessary repairs to its equipment.
 - 9.2.2. Should you unreasonably withhold permission to enter the premises, then we shall be entitled to terminate this agreement forthwith.
- 9.3. Should you dispose of, damage or otherwise tamper with any of the gas supply equipment in breach of any of the terms of this agreement, you shall be liable to us in respect of all damages suffered as a result of such conduct, however arising.
- 9.4. You shall properly maintain, and repair when necessary, your equipment by employing persons with appropriate expertise and skill to carry out the required work.
- 9.5. Should you become aware of any defects or damage to our equipment you are required to notify us immediately.
- 9.6. Should a gas leak occur as a result of actions contemplated in clauses 9.4 and 9.5 above, you shall be liable for payment of the gas consumed as per your meter reading at the time.
- 9.7. Should you not be the titleholder of the premises where our equipment is installed you are obliged to inform your landlord of our right, title and interest in and to such equipment.
- 9.8. Should you vacate the premises, be evicted from the premises or should a third party attach our equipment or lay claim to our equipment you are required to inform us of such fact immediately.

10. Disconnecting your Gas Supply

- 10.1. A gas supply line shall only be disconnected by either ourselves or a duly authorised officer or agent of Egoli Gas.
- 10.2. In the event that a disconnection becomes necessary, we will endeavour to give you reasonable notice thereof.

11. Limitation of Liability

- 11.1. Egoli Gas shall not be held liable for any loss suffered by you arising out of or relating to force majeure. Should a situation deemed as "force majeure" arise, Egoli Gas shall take all reasonable steps to continue to comply with its obligations in terms of this agreement.
- 11.2. We shall not be held liable for any loss, whether to persons or property on/or at the premises, whether direct or consequential, suffered by you or anyone else, arising from your failure to adhere to the terms of this agreement.
- 11.3. Whilst we undertake to employ our best endeavours to supply you with gas as agreed herein, we shall not be liable for any loss or damage whether consequential or direct as a result of our failure to supply gas and/or a failure of to supply gas of the expected or agreed quality or characteristics.

12. Cooling-off period

- 12.1. If you entered into this agreement with us as a result of direct marketing as contemplated in the CPA you have the right to notify us in writing, within 5 business days after this agreement was signed by you, of your intention to cancel this agreement.
- 12.2. Should you fail to exercise your right in this clause within the stipulated time period the agreement will come into full force.

13. Warranties relating to equipment

- 13.1. Should our equipment within the first 6 months of installation not meet the required standards we will upon receipt of written notice thereof by you, repair or replace the equipment without any penalty or expense to yourself.
- 13.2. Should it be determined that the equipment became defective as a result of any action or conduct by yourselves, in breach of this agreement, in particular, clause 8 hereof, we shall not be liable for the costs of repairing or replacing such equipment, and shall only be obliged to continue supplying you with gas, alternatively, to reconnect the supply of gas to your premises after payment to us of the costs of repairing or replacing such equipment.

14. Assignment

14.1. We will be entitled to assign and cede any or all of our rights and liabilities under this agreement. You will not be entitled to assign your rights under this agreement without our prior written consent.

15. Notices / Domicilium Address

15.1. Notices must be in writing, in English and addressed to the receiving party at the physical address or email specified in the Application Form and will be deemed to have been received. In the case of:-

15.1.1 a letter if posted, on the 10th day after posting; or

15.1.2 if delivered personally, on delivery; and

15.1.3 an email, 30 (thirty) minutes after the transmission thereof, to the email address provided, save in the event of a delivery failure notification being received.

15.2. Should you not record a physical address or email address on the Application Form then in such case the address at which gas is supplied shall be deemed to be your chosen domicilium address.

15.3. Your domicilium address shall be deemed to be the address chosen by you at which you agree to receive all correspondence, accounts, and in the case of litigation, all notices, pleadings, applications and the like, for purposes of this agreement. You shall be deemed to have received all correspondence and legal documents once they are delivered and/or transmitted to your nominated address notwithstanding that actual receipt may not have occurred.

16. Terms and Conditions may be amended from time to time

16.1. We shall be entitled to and shall, if deemed necessary, amend our terms and conditions from time to time. Upon notification being provided to you of such amended terms and conditions, the amended terms and conditions shall supercede the previous terms and conditions which shall be deemed to be replaced with these terms and conditions. The agreement as amended shall thereafter be deemed to constitute the whole agreement then in place between us.

17. Certificate of balance

17.1. A certificate signed by a manager, whose authority it shall not be necessary to prove, of Egoli Gas shall at the instance of Egoli Gas constitute *prima facie* proof of the subject matter stated therein as well as, if applicable, the amount due and payable by you to us in respect of any cause of action howsoever arising.

18. Separate undertakings

18.1. Each provision of this agreement shall be deemed to be and shall be construed as being separate and several from every other provision contained herein.

18.2. No provision shall be limited or restricted by reference to or inference from any other provision of this agreement.

18.3. If any term is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripto*, the remainder of the agreement shall remain extant.

19. Non Waiver, Variation or Cancellation

19.1. This agreement may only be amended, varied or cancelled by means of written agreement between the parties. Additionally, no agreement to suspend Egoli Gas' rights arising from this agreement shall be valid unless recorded in writing. All such written agreements will be valid only on signature by the parties thereto.

19.2. Failure to insist on strict compliance with any of the terms or conditions herein shall not constitute a waiver or relaxation of such terms or conditions. These terms or conditions will continue to apply unaffected and we will at any time thereafter be entitled to enforce these terms and conditions strictly without further notice to you.

20. Law to apply and Jurisdiction

20.1. This agreement will be interpreted and governed by the law of the Republic of South Africa.

20.2. You hereby consent, at our option, to the institution of any legal proceedings arising from this agreement in the High Court of South Africa or any Magistrate's Court having jurisdiction over you, notwithstanding the fact that the claim or value of the matter in dispute may otherwise exceed the jurisdiction of such Magistrate's Court.

21. Costs

21.1. Should you breach any of the terms of this agreement, then you will be held liable to us for payment of all legal costs incurred as a result of your breach on the attorney and own client scale, including collection commission and tracing agents' fees.

22. Credit Information

22.1. You agree that we may, on receipt of your application, and during the currency of this Agreement:

- 22.1.1. verify all information supplied on your application form;
- 22.1.2. make whatever enquiries and receive information from any person, credit bureau or financial institution in order to establish your credit worthiness; and
- 22.1.3. provide information on the conduct of your account to any credit bureau or credit provider.

Signed aton thisday of 20.....
(place day month year)

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Signature