



Egoli Gas (Pty) Ltd (Reg. No. 2006/009700/07)
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Annexure 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 to the Consumer, Egoli Gas requires:

1.2.1 a completed and signed application form submitted to Egoli Gas;

1.2.2 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 and send a deposit request 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 at the boundary of the premises to our external gas pipelines, 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, which amount has been agreed to, and is reflected on the signed and completed application form. 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 must 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 allowable on all amounts not paid on or before the due date.
- 3.5 Egoli Gas may adjust the price at which it will sell gas to you from time to time, with not less than 30 days' prior written notice of such variation. In the event that a price variation results in an increased price being charged by us, and the Consumer being a natural person (or is a juristic person with an asset value or annual turnover, at the time of concluding this agreement, equal to or less than the threshold value prescribed in terms of section 6(1) of the Consumer Protection Act ("CPA")), then, and in such event, the Consumer will have the right to terminate this agreement as provided for in terms of clause 6 below. Pursuant to the expiry of the notice (being 30 days from receipt thereof), the adjusted gas price will be deemed to have been agreed to by you, and the gas shall thereafter be sold to you at the adjusted price ("new price"). Notwithstanding the aforesaid, payment of any invoice reflecting the new price, shall constitute acceptance thereof.

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, such deposit shall be calculated based on the Rand value of your estimated maximum gas usage per month. Such deposit, if required, shall not exceed 3 times the aforementioned amount.

4.2 "Deposit" means the amount referred to in clause 4.1 above, which amount (if required) shall be invested in an interest-bearing account, which interest shall accrue for the benefit of the Consumer, 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 (if applicable) 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 on reasonable notice being provided 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 and meter reading, 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 average 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, unless you are licensed to do so by the appropriate regulatory authority (i.e. City of Joburg, NERSA, etc.).
- 5.4 You shall provide written notification of not less than 20 business days of an anticipated substantial increase in consumption or additional appliances / equipment added to the original installation. Failure to do so may result in termination of your gas supply.

6 Cancellation

6.1 Your Right to Cancel

- 6.1.1 You may cancel this agreement upon giving us 30 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 this 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 Should you breach any term of this agreement, all of which are deemed to be material, then you shall be required, subject to 6.2.2. below, to remedy such breach within 7 days of receipt of a written notice to do so, failing which, we shall be entitled, without limiting any other rights available to us in law, to: -

6.2.1.1 terminate the Agreement in writing and claim damages we may have suffered; and/or

6.2.1.2 sue for specific performance and claim such damages we may have suffered; and/or

6.2.1.3 claim for damages suffered,

as the case may be.

6.2.2 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 and in such event, 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 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.

6.2.3 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 with 24 hours' notice to you.

6.2.4 Any pre-existing agreement in respect of the same premises shall automatically be cancelled by a subsequent agreement concluded in respect

of the Premises, subject to such subsequent agreement being reduced to writing and signed in manuscript by both parties.

- 6.2.5 In the event that our license 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.
- 6.2.6 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.
- 6.2.7 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.
- 6.2.8 Notwithstanding the foregoing, Egoli Gas has the right to terminate this agreement, for any reason whatsoever, with no less than 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, up to and including the date of cancellation, or the 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 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 above, 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 being concluded.
- 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 relative to the supply of natural gas, your attention is drawn to the underlying principles relating to the supply and use of gas at your premises.

- 1. Only employees or authorized agents (in writing) 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 the boundary of your premises (Supply Point) shall always remain the property of Egoli Gas notwithstanding the cancellation/termination of this agreement. Risk, responsibility, and liability shall pass to the Consumer at the exit flange of the meter. It is recommended that a shutoff valve be installed at this point by the Consumer.
- 9.2. Egoli Gas shall at all reasonable times be entitled to enter your premises for the purposes of, *inter alia*, inspection, maintenance, removal or to effect necessary repairs to its equipment.
- 9.3. Should you unreasonably withhold permission to enter the premises, then we shall be entitled to terminate this agreement forthwith.
- 9.4. 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, including the cost of replacement of the gas equipment, however arising.
- 9.5. You shall properly maintain, and repair when necessary, your internal equipment by employing persons (Registered Gas Practitioner) with appropriate qualifications, registration (SAQCC (Gas) - or its successor body), expertise and skill to carry out the required work.
- 9.6. Should you become aware of any defects or damage to our equipment, you are required to notify us immediately.
- 9.7. 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.
- 9.8. 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.

9.9. Should you vacate the premises or 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 endeavor 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. Whilst we undertake to employ our best endeavors 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.

11.3. The supply of gas and the operational milieu in which it occurs exposes us to high risk factors over which we do not have control. As a result, we will not be liable for any loss or damage (whether special or general) caused by a breach or non-compliance of the terms of this agreement inclusive of the acts of our employees, contractors or agents and whether such breach or non-compliance can be characterized as contractual or delictual or negligent, gross negligent or willful. Consumers are urged to take the necessary insurance.

11.4. The Consumer acknowledges that there is a significant risk posed by cyber fraud, specifically affecting email accounts and bank account details. We will under no circumstances be liable for any loss suffered as a result of the Consumer making payment into an incorrect bank account and incorrect payment will not discharge

the Consumer's liability to us howsoever occurring and we will not be liable or responsible for any loss or damage including as a result of:

- 11.4.1. Our negligent or gross negligent conduct or representation; and/or
 - 11.4.2. The negligent or gross negligent conduct or representations of employees, contractors or agents; and/or
 - 11.4.3. A cyber breach or security breach of any nature.
- 11.5. Our bank account details will not change during the course of a transaction and we will not notify you of any changes to our bank details by way of email. It is the Consumer's responsibility to confirm our bank account details with us in person or by way of a telephone call to the financial manager, through a trusted and verified telephone number. In the event of any loss arising because of a cybercrime/cyber fraud resulting in payment being made into an incorrect bank account, irrespective of the circumstances giving rise to such payment, we will not be liable for any loss or damage that may be suffered directly or indirectly as a result of such cyber fraud, or the like, and we shall be released from all and any claims, loss or liability incurred. In so far as you may become a victim of a cyber fraud/breach, or similar, then and in such event, the Consumer will be responsible to lay a charge with the relevant authorities, if the Consumer so desires.

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 period the agreement will come into full force.

13. **Warranties relating to equipment**

- 13.1. Should our equipment fail to perform to the required equipment standards within the first 6 months of installation, we will upon receipt of written notice thereof by

you, repair or replace the equipment without any penalty or expense to yourself. All equipment installed by us will adhere to applicable standards and/or codes of practice for the natural gas industry.

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 and Cession**

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 and/or on acknowledgment of receipt before the 10th day; or

15.1.2 if delivered personally, on signed confirmation of delivery by hand; 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. **Amendment of Terms and Conditions**

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 supersede the previous terms and conditions, which previous terms and conditions shall be deemed to be replaced with the amended terms and conditions. The agreement, as amended, shall thereafter be deemed to constitute the whole agreement then in place between us. In the event that the Consumer does not accept the amended terms and conditions upon receipt of the notification, and the Consumer being a natural person (or a juristic person with an asset value or annual turnover, at the time of concluding this agreement, less than the threshold value prescribed in terms of section 6(1) of the CPA), then and in such event, the Consumer shall have the right to terminate this agreement in terms of clause 6 hereof.

17. **Certificate of balance**

A certificate signed by an authorised 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 (in manuscript) between the parties. Additionally, no agreement to suspend Egoli Gas' rights arising from this agreement or a *pactum de non petendo* shall be valid unless recorded in writing. All such written agreements will be valid only on signature by the parties thereto in manuscript.

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 (after the expiry of 20 business days' notice) on the conduct of your account to any credit bureau or credit provider.

23. **Protection of Personal Information**

23.1 In order to promote compliance with the Protection of Personal Information Act No 4 of 2013 ("POPIA"), the below provisions are specifically brought to the attention of the consumer. Egoli Gas (Pty) Ltd will collect personal information from the Consumer which shall include, but is not limited to:

23.1.1 Financial information, ITC, including, banking details for debit order purposes, as and when required.

23.1.2 Contact details, including telephone number, physical address, postal address, email address;

23.1.3 Any other personal information as provided by the Consumer;

23.2 The source(s) from which the personal information will be collected include, but is not limited to:

23.2.1 the Consumer itself;

23.2.2 publicly accessible platforms; and

23.2.3 any source listed in clause 22 above.

23.3 The personal information will be collected by Egoli Gas (Pty) Ltd directly from the Consumer completing this application form, in addition to the sources listed above;

23.4 The purposes for which the Consumer's personal information will be collected and processed are as follows:

23.4.1 To enable Egoli Gas (Pty) Ltd to provide a monthly account invoice;

23.4.2 To inform of possible maintenance and or unavailability of gas;

23.4.3 To ensure that the personal information and documentation of all consumers are verified and vetted to promote compliance;

23.5 The personal information will be received by Egoli Gas (Pty) Ltd and will be made available to the Consumer, on request;

23.6 A Consumer's personal information as collected will not be transferred across the borders of South Africa.

23.7 The Consumer has the right to access its personal information and the obligation to rectify any incorrect details and to maintain and keep such personal information updated;

23.8 The personal information collected by Egoli Gas (Pty) Ltd will be retained by Egoli Gas (Pty) Ltd for the minimum prescribed period as required by relevant legislation;

23.9 Should there be a breach of the confidentiality of a Consumer's personal information, Egoli Gas (Pty) Ltd will take all reasonable steps to ensure that the Consumer is notified promptly for such breach. Egoli Gas (Pty) Ltd does not, however accept any liability for the unauthorised use of a Consumer's personal details, should there be a breach of confidentiality;

23.10 The Consumer has the right to lodge a complaint to the Information Regulator where the Consumer is of the view that its rights in terms of the POPIA have been breached. Please refer to the PAIA & POPI Manual of Egoli Gas (Pty) Ltd, that is available on the Egoli Gas (Pty) Ltd website (www.egoligas.co.za);

23.11 The Consumer acknowledges that he / she / it has been made aware of his / her / its rights in terms of POPIA and agrees that acceptance of this agreement constitutes permission to collect and process personal information of such Consumer as required by Egoli Gas (Pty) Ltd and for the purpose(s) as set out in this agreement;

24. Contact Information

Any questions regarding the consumer agreement should be directed to Egoli Gas (Pty) Ltd at info@egoligas.co.za or 011 356 5000.

Signed at on this day of 20

(Place day month year)

.....
Name in full

.....
Signature