

1. It is agreed that the Consumer shall take from and pay for the supply of Liquefied Petroleum Gas (LPG) or Natural Gas (NG) ("Gas") at the premises mentioned overleaf at the prescribed tariff or any other tariff as may be amended from time to time pursuant to Section 13 of the Gas Supply Act 1993 and Gas Supply (Amendment) Act 2016 ("Gas Supply Act").
 2. The Consumer shall use the Gas supplied solely for purposes as declared overleaf so as not to interfere with the efficient supply of Gas to any other consumers within the premises.
 3. The Consumer acknowledged that the Retail Licensee has appointed the Service Provider for the management of supply and sale of the Gas on behalf of the Retail Licensee. As such, the following shall ensue:
 - (a) the Consumer shall pay an administrative fee as set out in the overleaf to the Service Provider upon submission of application for the Gas supply.
 - (b) the Consumer shall pay a deposit being a sum equivalent to two (2) months Gas charges not later than seven (7) days prior to the commencement date of Gas supply to the Service Provider. For the avoidance of doubt, if there is an increase of Gas consumption, the Consumer shall pay the shortfall of the deposit within fourteen (14) days from the date of notice issued by the Service Provider.
 - (c) the Consumer shall pay to the Service Provider the monthly charges as set out in the invoice issued by the Service Provider within twenty one (21) days from date of invoice.
 - (d) the Consumer shall pay the reconnection fees as set out in the overleaf or any other amount as may be approved by the authority to the Service Provider if the Gas supply is suspended or disconnected by the Service Provider due to non-payment of the monthly charges.
 - (e) prior to the connection of supply, the Retail Licensee and/or the Service Provider shall have the right to inspect and test all installations at the Consumer's premises.
 - (f) the Consumer shall give access to the Service Provider to enter the Consumer's premises for purposes of carrying out the obligations under this Agreement including but not limited to inspection, meter reading and maintenance of gas meter and gas reticulation network.
 - (g) for the purpose of meter reading for Gas consumption, the Retail Licensee and/or the Service Provider shall install and maintain the gas meter at the Consumer's premises. The Consumer shall exercise care when opening or closing the meter valve and ensure that the gas meter is not tampered with, blocked, removed or relocated. In the event, the meter is damaged or missing due to the actions of the Consumer, the Consumer shall pay for the cost of the gas meter replacement.
 - (h) the title and risk of the Gas shall be passed to the Consumer after the outlet of the gas meter.
 - (i) the gas reticulation network after the outlet of LPG storage or NG metering station shall be maintained by the Retail Licensee save for all gas pipes after the outlet of gas meter which shall be maintained by the Consumer.
 - (j) if there is a discrepancy in meter reading, the Service Provider shall have the right to impose a provisional charge to the Consumer.
 - (k) the Consumer shall ensure no obstruction on gas reticulation network at its premises. At the cost of the Consumer, the Service Provider may clear any obstructions on the Consumer's premises.
 - (l) the Consumer shall not tamper a whole or any part of the gas reticulation network in any way.
 - (m) the Service Provider shall be able to suspend, reduce or terminate supply under this Agreement by giving not less than fourteen (14) days' notice if the Consumer default the obligation under this Agreement including but not limited to the usage of Gas for other purposes or the termination of the Service Provider by the Retail Licensee.
 - (n) notwithstanding the above, the Service Provider shall be able:
 - A. at its absolute discretion to disconnect the supply under this Agreement without notice upon knowing that the gas reticulation network and/or installations are unsafe for reasons of Force Majeure or for any other reasons beyond the control of the Retail Licensee and/or the Service Provider, including but not limited to emergency maintenance work, changes to the gas reticulation network, directives from the Authorities or for safety reasons; or the default in payment of monthly charges by the Consumer within the stipulated period; or
 - B. to disconnect the supply under this Agreement by giving not less than twenty four (24) hours' notice if the replacement of, addition or alteration to a gas reticulation network or installation is made, in contravention of the Gas Supply Act or the regulations including any unsafe act or omission by the Consumer.
- For the avoidance of doubt, in the occurrence of the aforementioned events, the Retail Licensee and/or the Service Provider shall not be liable to Consumer for any losses, costs, expenses or damages whether directly or indirectly attributable to such suspension, reduction or disconnection of the supply.
- (o) the Consumer shall give at least three (3) working days' notice in writing to the address as stipulated herein if the Consumer intend to disconnect the Gas supply.
 - (p) the Consumer shall pay all Gas consumed until the supply of Gas is disconnected or until such time as another consumer applies for a supply of Gas and execute a new agreement (if the Consumer vacates the premises without giving prior written notice).
 - (q) if the Consumer vacates the premises without paying any outstanding charges, the Retail Licensee and/or the Service Provider reserves the right to refuse the Gas supply to such Consumer at any other premises until full payment of the outstanding charges.
 - (r) if the Consumer vacates his premises without paying the amount due for gas supplied, or in respect of supply and fixing of gas meter, gas pipeline or gas equipment within ten (10) working days from the date of invoice from the Service Provider for the payment of the amount due, the Retail Licensee and/or the Service Provider may:
 - A. cease supply of gas to the premises or to any other premises occupied by the Consumer, by the appropriate means deemed fit by the Retail Licensee and/or the Service Provider; and
 - B. recover any expenses incurred under paragraph (a) above from the Consumer.
 - (s) the Retail Licensee hereby agrees to subrogate its rights to the Service Provider for the recovery of debts due and payable by the Consumer under this Agreement. In view of the foregoing, the Service Provider shall have the right to recover any outstanding amount through civil action in court or such other means as it deems fit and proper including but not limited to any credit reporting agencies or debt collector.
 - (t) the Consumer shall at all times observe the safety requirements as imposed by the Retail Licensee as may be revised from time to time.
 - (u) the Consumer shall be liable to indemnify and keep the Retail Licensee and/or the Service Provider indemnified and hold harmless from and against all direct claims, liabilities, loss, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any negligent acts, defaults or neglects by the Consumer under this Agreement.
4. All payments mentioned herein shall be remitted to **Gas Malaysia Retail Services Sdn Bhd (A/C No MBB 5144 2220 0412)**.
 5. All payments mentioned herein shall be exclusive of any taxes. Any taxes imposed herein shall be borne by the Consumer.
 6. Save and except for all charges imposed herein which the Retail Licensee and/or the Service Provider has sole and unilateral right to revise such charges upon giving fourteen (14) days' notice, this Agreement may be amended, modified and/or replaced at any time by either party subject to mutual agreement in writing of the parties.
 7. If any one or more of the provisions or part thereof contained in this Agreement should be or become invalid or unenforceable due to any reasons whatsoever this shall not in anyway affect or impair the validity or enforceability of the remaining provisions hereof.
 8. Any notices issued by the Consumer to the Retail Licensee and/or the Service Provider shall be addressed to the **Retail Licensee C/O Gas Malaysia Retail Services Sdn Bhd**, No 20, Jalan Gurney, 54100, Kuala Lumpur.
 9. All personal data furnished or exchanged shall be collected, stored, retained, processed, used or otherwise dealt with solely for the performance of this Agreement and shall be in full compliance with the Personal Data Protection Act 2010.
 10. Time wherever mentioned shall be the essence of this Agreement.
 11. The stamp duty in respect of this Agreement shall be borne by the Consumer.
 12. This Agreement shall be governed by laws of Malaysia and any dispute relating therein shall be submitted to the exclusive jurisdiction of Malaysian court.



GAS
MALAYSIA
RETAIL SERVICES

A Member of Gas Malaysia Berhad

DOMESTIC GAS ACTIVATION

I hereby agree that: -

- 1) I will ensure the following is complied before the gas-in appointment: -
 - a) Kitchen cabinet is ready.
 - b) Air ventilation is available if the connection is inside the cabinet.
 - c) Gas cooker is ready.
 - d) ST (Suruhanjaya Tenaga) - approved connection (rubber hose/copper tubing) from the gas cock (valve on the wall) towards the gas cooker is installed. The connection length must be less than 1.5m.
 - e) For safety purposes, it is advisable to have a Gas Detector. If customers choose to have a gas detector, please ensure that it is ready. The detector must be located correctly: -
 - 12 inches from the ceiling (for Natural Gas).
 - 12 inches from the floor (for LPG).
- 2) I will wait for the technician and allow entry to my unit during the appointment given by Gas Malaysia.
- 3) Cancellation charge of RM25.00 will be applied for appointment that is cancelled, regardless the cause of cancellation.
- 4) Gas activation will be carried out by Gas Malaysia Retail Services Sdn Bhd technician/appointed contractor.
- 5) GMRS demarcation is only up to the meter. If I request the gas contractor to install or modify any appliances inside unit, I will take full responsibility for any damages or mistake done by the contractor.
- 6) For change of name cases, safety inspection appointment must be carried out within one (1) week from registration date. If safety inspection is cancelled at site due to any reason, I will arrange another appointment with Gas Malaysia within 1 week from the first appointment. A cancellation fee of RM25.00 is applied..

Failure to arrange another appointment will result to gas disconnection without notice. Once disconnected, a reconnection fee of RM50.00 will be applied.

Address to be supplied	Unit No	
	Condo/Street Name	
Name		
IC/Passport No		
Signature		

PERSONAL DATA NOTICE



1. Collection and Security of Personal Data

This Notice is issued pursuant to the Personal Data Protection Act 2010. The main purpose of this notice is to make you better understand the reasons and purposes of the collection of personal data by Gas Malaysia Berhad ("the Company" or "we" or "us") as well as the Company's commitment to ensure that your data is securely processed and kept. We believe that our customers have an expectation to understand how their personal data is handled. It is part of our Company's values that all personal data and privacy of our customers are treated with care and respect. The security of your personal data is important to us.

As our valued customer, we would like you to understand that in connection with your commercial dealings with the Company and its group of companies ("the Group"), it is necessary for the Company and/or the Group to collect and process data about yourself and/or your business entity. We therefore hope that you will spend some time to go through this notice.

2. Nature of Personal Data We Process

The personal data that we collect in relation to you may include the following: your name, copies and other details of your identity documents and proof of identification (for instance, NRIC number, passport number, driver's license etc.), proof of address and other contact details (for instance, telephone/facsimile number, email address etc.), information concerning age, occupation and position, and types of goods/service requested (collectively "your personal data").

The above description of personal data is merely a general description of the various types of personal data that we collect from various customers. The nature of personal data differs from customer to customer.

Depending on the nature of business and circumstances, we may only need to collect and process a more limited form of personal data from certain customers. In other situations, there may be a need to collect more personal data depending upon the nature of transaction, business and so forth. We do not believe in collecting excessive personal data and what we collect are the essentials that are required to ensure the efficacy of business and transactions.

You may choose whether or not to provide your personal data to us, including sensitive personal data. Sensitive personal data may include such things as information on physical or mental health or medical condition, political opinions, religious or other similar beliefs, commission or alleged commission of any offence.

3. Source of Personal Data

Generally, the personal data that we collect comes directly from you. For instance, when you contact or register with us (whether online or otherwise) or enter into any other transactions with us.

Apart from information provided by you, the Company and the Group may obtain personal data on you from various [reference checks, background checks or from the various governmental authorities.

4. Importance of Providing Personal Data

We would like you to understand that it is important for you to provide the necessary personal data to us for the purpose of supplying of gas between you and the Company.

The failure to supply your personal data as requested may result in us being unable to continue to provide you with the

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services and/or products requested. It is also important that the data you have supplied is kept up-to-date. You should therefore notify us of any changes so that we may update our records.

5. Purpose of Processing Your Personal Data

The personal data you provide will be collected, held on computer and/or in manual files, used, disclosed and otherwise processed by the Company and/or the Group for the following purposes:

- a. To facilitate the delivery of services or products and the marketing and promotion of such services or products whether present or future, to you;
- b. Those purposes specifically provided for in any particular service or product offered by the Company and/or the Group;
- c. Conducting marketing and client profiling activities in connection with any services and related products of the Company, the Group and/or our business partners;
- d. Our internal record keeping, maintenance and updating of any information database(s), customer service related matters and other administrative purposes, including audits, fraud monitoring and prevention;
- e. To communicate with you, including responding to your enquiries;
- f. Meeting or complying with any legal, regulatory or statutory requirements relating to our provision of services and products and to make disclosure under the requirements of any applicable law, legislation, rule, ruling, regulation, direction, court order, by-law, guideline, circular, code (collectively "laws") applicable to us or any member companies of the Group;
- g. Research, benchmarking and statistical analysis; and/or

- h. Other reasons that are required or permitted under the Personal Data Protection Act 2010 or other applicable laws.

Other than the above, we do not collect personal data for any other reasons. Should there be a new purpose for the collection of data, we shall inform you accordingly and obtain your concurrence to the same, where necessary.

6. Confidential and Secure Disclosure of Personal Data

We treat the confidentiality of your personal data very seriously, which is of utmost importance to us. Personal Data provided to the Company by you will be kept confidential. However, in certain circumstances, it would be necessary for us to provide or disclose your personal data for the purposes stated above to the following categories of persons (whether within or outside Malaysia) and where we do so, we would merely disclose data that is necessary for the purpose of such disclosure:

- a. Entities within Gas Malaysia Berhad Company including all related companies, subsidiaries, holding companies and associated companies;
- b. Anybody or person to whom the Company is compelled or required to do so under any laws or in response to any competent or government, state, provincial, local government, statutory or municipal authority, industry regulators, agency or body;
- c. Law enforcement authorities;
- d. Such sub-contractors or third party service or product providers (an example would be auditors, lawyers, company secretaries, service providers, events and training organisers, telecommunications companies, cloud computing or data back up service providers and other advisers);

In addition, where we consider it necessary or appropriate for the purposes of the conduct of business, data storage or processing or customer management, we may transfer your personal data to another member of the Group or third party

service or product providers within or outside the country in which the Company is established, under strict conditions of confidentiality and similar levels of security safeguards.

7. Data Security & Safeguards

We consider it our responsibility to provide our customers with reasonable protection in respect of their personal data protections. We shall endeavour to implement the appropriate administrative and security safeguards and procedures in accordance with the applicable laws and regulations to prevent the unauthorized or unlawful processing of your personal data and the accidental loss or destruction of, or damage to, your personal data.

8. Your Rights of Access and Correction

8.1 You have the right to request access to and correction of information about you held by the Company and you may write to us at the address provided below if you wish to:-

- a. Check whether the Company holds or uses your personal data and request access to and/or a copy of such data that we retain about you
- b. Request that the Company correct any of your personal data that is inaccurate, incomplete or out-of-date;
- c. Request that the Company cease processing your personal data. However, please note that this may result in us not being able to properly perform or discharge our obligations to you; or
- d. Request that the Company specify or explain its policies and procedures in relation to data and types of personal data handled by the Company.

8.2 The contact to whom written requests for access to personal data or correction and/or deletion of personal data or for information regarding policies and procedures and types of personal data handled by the Company is:

Name:

Designation:

Phone Number :

E-mail:

Acknowledgement & Consent

I have fully read and understood this Personal Data Notice and by signing this, I acknowledge receipt of this notice and agree to the contents therein.

Signature:

Name :

NRIC No:

Date:.....