



PEMOHONAN BEKALAN GAS <u>KOMERSIL</u> COMMERCIAL GAS SUPPLY APPLICATION

(Service Provider Appointed by Retail Licensee) UNTUK DIISI OLEH PEMOHON / TO BE COMPLETED BY APPLICANT **BUTIRAN PEMOHON / APPLICANT'S DETAIL** Nama Pemohon/ Applicant's Name: No.KP/ I.C No: No.Pasport / Passport No: Jantina / Sex : Lelaki / Male Perempuan / Female **DESKRIPSI / DESCRIPTION** Nama Syarikat / Name of Company Nama Pernjagaan / Name of Business Jenis Perniagaan / Type of Business Sila Nyatakan / Please state ALAMAT / ADDRESS Alamat Surat Menyurat / Mailing Address: Alamat Premis Bagi Pemohonan Gas / Address to be supplied with gas Poskod Poskod Postcode Negeri State Negeri State Telefon (Rumah) Telefon (Rumah) Telephone (House) Telephone (House) Telefon (Pejabat) Telephone (Office) Telefon (Pejabat) Telephone (Office) Telefax Telefon (Bimbit) (Perlu di isi) Handphone (Compulsary) Telefon (Bimbit) (Perlu di isi) Handphone (Compulsary) F-mel/F-mail JENIS PERMOHONAN / TYPE OF APPLICATION - Sila tandakan ($\sqrt{\ }$) pada pilihan / Please select ($\sqrt{\ }$) Bekalan Gas Baru / New Gas Supply Penukaran Pengguna / Change of Tenancy TARIKH BEKALAN / SUPPLY DATE FI / FEE RM 1 0 0 . 0 0 Fi Pentadbiran / Adminitrative Fee Tarikh Bekalan Diperlukan / Date Supply Required hh / dd bb / mm PERAKUAN PEMOHON / APPLICANT'S DECLARATION I hereby, 1) Bersetuju dengan semua syarat bekalan gas yang tertera dimuka surat sebelah borang permohonan. 1) Agree to be bound by all terms and conditions appearing overleaf to this application form. Mengesahkan maklumat yang diberikan di atas adalah benar dan Pemegang Lesen Peruncitan dan/atau Pemb 2) Perkhidmatan berhak mengambil apa-apa tindakan yang sewajarnya jika maklumat adalah palsu. Acknowledge that all information given is true and Retail Licensee and/or Service Provider shall have the right to take any action against me if the information given is false Bersetuju menggunakan Kontraktor Gas kompeten yang telah berdaftar dengan Suruhanjaya Tenaga untuk memeriksa sistem perpaipan gas setiap dua (2) tahun dan juga kerja-kerja pembaikan paip gas. Agree to engage a Competent Gas Contractor who is registered with the Energy Commission to inspect the gas piping system every two (2) years and for any pipe repair works. RM 10.00 Applicant / Pemohon Retail Licensee / Pemegang Lesen Peruncitan Service Provider / Pembekal Perkhidmatan Signature / Tandatangan Name/Nama: IC No : RM 10.00 Signature / Tandatangan Signature / Tandatangan Name/Nama: IC No : Name/Nama: IC No : Stamp Duty

- 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").
- 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.
- 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:
 - 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.
 - 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.
 - 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.
 - (I) 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
 - 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.
- All payments mentioned herein shall be remitted to Gas Malaysia Retail Services Sdn Bhd (A/C No MBB 5144 2220 0412).
- 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.
- 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 Limpur
- 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.
- This Agreement shall be governed by laws of Malaysia and any dispute relating therein shall be submitted to the exclusive jurisdiction of Malaysian court.