

Town Gas Supply — General Terms and Conditions

1. Gas Account Bills

The Hong Kong and China Gas Company Limited (hereinafter called “the Company”) will calculate the town gas charges covered for each month in accordance with the Company’s published tariff for the time being in force.

The Company will issue town gas bills to residential customers once every two months. Each bi-monthly bill will contain a breakdown of the monthly charges in respect of each individual month.

The gas account bill is payable on or before the payment due date as stated on the bill.

The Company may, if it considers appropriate, also issue a special and/or final account bill setting out the amount payable in respect of the period covered by such bill.

In accordance with the policy of the Company, if any customer fails to pay the gas bill on or before the relevant payment date as stated on the bill, the Company may discontinue the supply of gas to such customer without further notice. In addition, the Company will reserve its rights to claim for the outstanding amount, including the disconnection charges, from such customer. The Company will charge a fee for reconnecting the supply of town gas to the customer.

2. Gas Tariffs and Other Charges

The Company reserves the right to alter the gas tariffs, and to include or exclude any other chargeable items when calculating the charges payable under the gas account bills.

3. Access to Premises

The customer shall agree to allow the Company’s employees or agents to enter the customer’s premises for the purposes of recording the readings of the gas meter, inspecting the gas meter, removing all or any part of the gas installation, or carrying out any work thereon as considered necessary by the Company.

4. Security Deposit

The Company reserves the right to require the customer to deposit any amount as security for all sums of money payable by the customer to the Company and for the maintenance of the Company’s property on, over or under the customer’s premises.

5. Interest on Deposit

Any interest accrued on cash deposits received from a customer will be credited to such customer’s account on 1st January every year. Interest for the relevant period will be calculated based on the interest rates as determined by the Company at its sole discretion and published by the Company from time to time. If an account is closed by a customer before 31st December in the relevant year, interest will be calculated on a pro-rata basis up to the date of closure of the account. Interest on cash deposits will cease to accrue after closure of the account.

6. Refund of Security Deposit

The security deposit, together with interest thereon, is not transferable and is refundable to the registered gas account holder only upon full and final settlement of all outstanding amounts by the customer. For a residential customer, the security deposit, together with interest thereon, will be used to set off the total outstanding amount payable by the customer in the final gas bill, and any remaining amount of the security deposit will be refunded to the registered gas account holder. The customer is not required to return the deposit receipt to the Company.

For a commercial or industrial customer, the Company will, upon written request, refund any remaining security deposit together with interest thereon to the registered account holder by cheques after all outstanding amounts due to the

Company have been paid. The Company will not issue any duplicate copy of deposit receipts in respect of any security deposit.

The decision of the Company as to whether a customer is a residential or commercial or industrial customer shall be final and binding on the customer.

7. Records of Gas Meters

In order to determine the quantity of town gas used, gas meter(s) will be installed on the customer’s premises or at such other place(s) as the Company may consider appropriate.

The gas meter(s) will remain the Company’s property and is/are held by the customer at such customer’s own risk as bailee. The customer shall return such gas meter(s) to the Company upon demand in good condition, and shall indemnify the Company against all losses arising from the loss, theft of, or damage to such gas meter(s) (whether or not such loss, theft or damage was caused wholly or partly by the customer’s default or negligence). The quantity of town gas used or consumed for billing purposes will be based on the readings as indicated on the Company’s gas meters or indicators.

In the event that a gas meter or indicator has not been read, the Company reserves the right to estimate the quantity of town gas supplied to the customer or rely on the readings of the gas meter as reported by the customer for the purposes of calculating the town gas charge for the customer. Any such estimation will be rectified once the gas meter or indicator has been actually read by the employees of the Company, with the appropriate adjustment to be made in the account following the actual reading.

8. Accuracy of Gas Meters

Should the customer doubt the accuracy of the gas meter, the Company will, after receiving due notice from the customer, carry out a test to check whether the accuracy of the gas meter lies within the permissible variation limit from time to time stipulated under the OIML (The International Organization of Legal Metrology) International Recommendation for gas meters (such limit currently being plus or minus 3% of the gas consumed). The customer shall pay the Company such test fee charged by the Company if the accuracy of the meter is within the permissible variation limit.

9. Adjustment of Charges

- (a) If there is a dispute on the accuracy on a gas meter while such gas meter is operating normally (i.e. it has not been subject to any abnormal conditions such as damage, attack by vermin or tampering), and the gas meter is found to be beyond the scope of accuracy as stipulated in Clause 8 above, the Company will make a retrospective adjustment to the customer’s account for a period not exceeding 6 months.
- (b) If a gas meter is not functioning and has not recorded any reading as a result, the customer shall still be required to pay for the town gas used or consumed during the period in which the gas meter has ceased to record any reading. The adjustment will be based on the average quantity of town gas actually used or consumed by the customer prior to the date of malfunctioning of the gas meter, or after the date when the gas meter has been replaced or repaired at the option of the Company.
- (c) Where a customer has been undercharged or overcharged as a result of incorrect meter reading, incorrect connection of a gas meter or for any other reason, but excluding the situation described in Clause 9(a) above, relevant adjustment will be made to the customer’s account for a retrospective period up to a date which is determinable by the Company.

10. Calorific Value

The supply of town gas is charged to the customers based on the level of megajoules being consumed. The calorific value as specified by the Company from time to time will be used as the standard for the measurement unit of town gas. The charge for each measurement unit of town gas shall be subject to adjustment in the event of any alteration in the specified calorific value of town gas supplied.

11. Notice of Removal

The customer must give two working days’ prior notice to the Company before permanently vacating such customer’s premises in order to facilitate the Company to make gas termination arrangement inside the premises. Failure to do so will render the outgoing customer or the registered gas account holder liable for town gas consumed by the successor in the same premises. Under normal circumstances, no charge will be made for the disconnection of the gas supply. However, the Company reserves the right to set off any security deposit paid by the customer against any charges or collect charges for the disconnection of the gas supply that was carried out under abnormal circumstances.

12. Force Majeure

In the event of any cause beyond the Company’s control including, but not limited to earthquake, typhoon, storm, flood, fire, other natural disasters, accidents, strikes or lock-outs (whether the same is caused by the employees of the Company or the customer or a third party), difficulties in obtaining raw materials, fuel, or machinery parts, power failure, machinery breakdowns (which is not caused by the Company’s gross negligence), emergencies of war, and interference of government authorities, which prevents or impede the supply of town gas to the customer, the Company shall not be liable to the customer or deemed to be in breach of its agreement with the customer and the customer shall not make any claim for damages or make any other claims including consequential loss against the Company.

13. Liability for Negligence

Except in respect of any liability of the Company for death or personal injury resulting from the Company’s negligence, the Company shall not be liable to the customer for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, whether caused by the negligence of the Company, its employees or agents, which arises out of or in connection with the supply of town gas by the Company.

14. Customers’ Liability

For the avoidance of doubt, the customer shall be liable for all charges and fees payable to the Company in respect of the gas account(s) opened in the customer’s name, and the customer shall pay all such charges and fees regardless of whether the town gas supplied was consumed by the customer and/or other person(s).

15. Right to Revise Terms and Conditions

The Company reserves the right to alter, add to or delete any of these Terms and Conditions at any time without giving prior notice to the customer. The customer agrees that the use (whether or not by the customer) of town gas supplied will constitute the customer’s acceptance of these Terms and Conditions (as amended from time to time).

16. Effective Date and Previously Published Terms & Conditions

These Terms and Conditions have taken effect on 1st October 2006 and have superseded and replaced all previously published Terms and Conditions of the Company.

17. Assignment to Subsidiaries and Associated Companies

The Company is entitled to transfer and/or assign all or any of its rights and obligations hereunder to any of its subsidiaries or associated companies from time to time without the consent of the customer.

18. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

19. Language

These Terms and Conditions are written in both English and Chinese. In the event of a conflict between the two versions, the terms of the English version shall prevail.

煤氣供應——一般條款及條件

1. 煤氣賬單

香港中華煤氣有限公司（下稱“公司”）每月會按照公司已發出的有效收費表計算煤氣費用。

公司會每兩個月發出一張煤氣賬單予住宅用戶。每張賬單會列明期間個別月份的費用。

煤氣賬單須於賬單上列明的付賬日期或以前繳付。

如公司認為適當，亦可發出一份特別及/或最後賬單，列出在賬單日期內應繳的費用。

根據公司政策，如任何客戶未能在賬單指定的日期前繳付費用，公司可能會將該客戶的煤氣供應截斷，而無須另行通知，同時保留向該客戶追討所有欠款的權利，包括為截斷煤氣供應所涉及的費用。公司會就重新接駁煤氣供應向客戶收取接駁費用。

2. 煤氣收費和其他收費

公司保留權利更改煤氣收費表，並在計算煤氣賬單的應繳費用時，包括或不包括任何收費的項目在內。

3. 進入樓宇

客戶須同意准許公司僱員或代理人進入其樓宇，抄錄煤氣錶度數及檢查煤氣錶，拆除全部或部分的煤氣裝置或進行任何公司認為需要的工作。

4. 保證按金

公司保留權利要求客戶存入任何款額的按金，作為客戶應繳付公司的所有款項及為公司存於客戶樓宇之內、之上或之下之財產保養作為保證。

5. 按金利息

對於任何以現金繳付按金的客戶，本公司將在每年1月1日，根據由本公司全權決定並不時公佈的利率，計算有關期間的利息撥歸客戶賬戶。若客戶於某一年度的12月31日前結束其賬戶，利息將按比例計算至賬戶結束日。在賬戶取消後，按金利息將停止累計。

6. 退回保證按金

保證按金及按金利息均不得轉讓，但公司會於賬戶結束後及在客戶最終全部清還未償還數額時，退還予註冊煤氣客戶。

住宅客戶的按金及按金利息將會撥入其最後煤氣賬單內以抵銷總結欠，保證按金的任何餘款會發還註冊煤氣客戶，客戶毋須將按金收條交回公司。

工商客戶的按金及按金利息將撥入其最後賬單內以抵銷總結欠，經客戶書面要求，保證按金的任何餘款會以支票發還註冊煤氣客戶。公司將不會就任何保證按金發出按金收條副本。

公司就客戶屬於住宅客戶或工商客戶的決定是最終的，並對客戶具有約束力。

7. 煤氣錶紀錄

公司會在客戶的樓宇，或公司認為適當的地點裝設煤氣錶，以計算客戶的煤氣用量。

煤氣錶乃公司財產，客戶以受寄人名義負責保留煤氣錶及承擔風險。客戶須因應公司要求退還狀況良好的煤氣錶，以及補償公司一切因煤氣錶遺失、失竊或毀壞而引致的損失（不論該等遺失、失竊或毀壞是否完全或部分因客戶的錯誤或疏忽引致）。煤氣賬單均以公司的煤氣錶或指示器的紀錄為根據計算煤氣用量。

如果煤氣錶或指示器未被抄錄，公司保留權利估計客戶的煤氣用量或根據客戶自行報讀的度數以便計算煤氣費用。此項煤氣用量的估計，將於煤氣錶或指示器正式被公司僱員抄錄後作出適當調整。

8. 煤氣錶準確性

如果客戶懷疑煤氣錶的準確性，公司將會在收到客戶正式通知後進行驗錶，以檢驗煤氣錶的準確度是否在當時國際法制計量組織OIML國際建議規格的允許差異限制之內（現時的限制為煤氣用量的正負百分之三）。假如煤氣錶的準確度在允許的差異限制之內，客戶需要繳交驗錶費用予公司。

9. 調整收費

- (a) 如果煤氣錶的準確性在正常操作的情況下受到爭議（即未有遭受損毀、蟲害毀壞、侵襲或破壞等不正常情況），又在以上第8條所規定的準確性範圍外，公司將會對煤氣賬目作出追溯調整，追溯期不超過6個月。
- (b) 如果煤氣錶失靈而導致未有記錄用量，客戶仍須繳付在煤氣錶停止記錄期間所用煤氣的費用。調整方式由公司選擇按照煤氣錶失靈以前，或煤氣錶更換或修妥後的客戶平均煤氣用量而計算。
- (c) 除因以上第9(a)條所述的情況，凡由於不正確的煤氣錶抄錄度數、不正確的煤氣錶接駁或其他任何原因，致使收取客戶過少或過多的費用，公司將對客戶的賬戶作出適當調整，而調整期將追溯至一個公司可確定的日期為止。

10. 熱值

煤氣供應以兆焦耳計算向客戶收費。煤氣的計量單位是以公佈的熱值作為標準。如果煤氣的公佈熱值有變更，每計量單位的收費亦會相應調整。

11. 搬遷通知

客戶須於永久遷離其樓宇前兩個工作天給予公司明確的通知，以便公司作室內截氣安排，否則在該樓宇內居住的下一住戶所用的煤氣將會由已遷走的客戶或註冊客戶負責。一般情況下，截斷煤氣供應無須繳交費用；但公司保留權利動用保證按金或收取非一般情況下截斷煤氣供應所引致的費用。

12. 不可抗力事件

倘發生不在公司控制範圍內的事件，包括但不限於地震、颱風、暴風、水災、火災、其他自然災害、意外、罷工或關廠事件（不論是否由本公司僱員、客戶或第三者造成）、難以獲取生產原料、燃料或機器配件、電力故障、機器故障（非因公司疏忽引起）、戰爭與政府干預，引致對客戶供應煤氣受阻，公司對客戶將不負責賠償損失，亦不被視為毀約，而客戶不能就上述損失對公司提出索償或其他相應而生的損失的要求。

13. 疏忽責任

除因公司疏忽而引致死亡或人身傷害外，對客戶在發生意外後一切損失，或因毀壞而產生的開支和費用，或其他賠償要求，不論疏忽是否由公司、公司僱員或代理人造成，或與公司供應煤氣有關的所有其他原因，公司概不負責。

14. 客戶的責任

為免產生爭拗，客戶須就以其名義開立的煤氣賬戶，承擔應付公司的全部費用及收費，並須支付由客戶及/或其他人耗用的煤氣的全部費用及收費。

15. 修改條款及條件的權利

公司保留權利隨時更改、增加或刪除任何上述有關煤氣供應的條款及條件而無須預先通知客戶。客戶同意使用供應的煤氣（不論是否由客戶使用）即代表客戶接納上述的條款及條件（包括對其不時作出的修訂）。

16. 生效日期及舊有公佈的條款及條件

此等條款及條件從2006年10月1日起開始生效，並替代及取代所有公司舊有公佈的條款及條件。

17. 轉讓予附屬及聯營公司

公司無須獲得客戶同意，有權不時將其有關煤氣供應的條款及條件下的全部或任何權利及責任出讓及/或轉讓予其任何附屬及/或聯營公司。

18. 管轄法律

上述條款及條件受香港法律管轄並按其詮釋。

19. 語言

上述條款及條件以中文及英文兩種文本書寫。如果兩種文本發生歧義，須以英文文本為準。