



Gas

# Code



## Gas Distribution Code

CONSULTATION DRAFT

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# 1 Preliminary

## 1.1 Title

- 1.1.1 This industry code is the *Gas Distribution Code*.
- 1.1.2 This industry code must be interpreted in accordance with the rules set out in Schedule 1 of this *Gas Distribution Code*.

## 1.2 Authority

- 1.2.1 This *Gas Distribution Code* is made as an industry code pursuant to the powers of the *Commission* under section 28 of the *Essential Services Commission Act 2002*.

1.2.2 A provision of, or requirement or obligation imposed under, this industry code will only apply to a person where:

1.2.2.1 that provision, requirement or obligation is not inconsistent (directly or indirectly) with a substantially equivalent provision, requirement or obligation arising under the **National Gas Rules** or the **National Energy Retail Law**; or

1.2.2.2 there is no substantially equivalent provision, requirement or obligation arising under the **National Gas Rules** or the **National Energy Retail Law**.

## 1.3 Definitions and interpretation

1.3.1 In this Code words appearing in bold like **this** have the following meanings:

<b>abolishment</b>	means the permanent decommissioning of a <b>delivery point</b> by sealing the main at T intersection, removing gas from connecting pipe, removing the meter and removing the service line/pipe where possible to prevent the withdrawal of gas at the delivery point from the pipeline at the street
<b>Access Arrangement</b>	means the arrangement for third party access to a <b>distribution pipeline</b> filed by the <b>distributor</b> pursuant to the <b>National Gas Law</b> and <b>National Gas Rules</b> , and which has been approved by the relevant regulator
<b>Act</b>	means the <i>Gas Act 1997</i> (SA) as amended from time to time and, where the context allows, includes all regulations made under that Act
<b>AEMO</b>	means the Australian Energy Market Operator Limited (ACN 072 010 327)
<b>best endeavours</b>	means to act in good faith and use all reasonable efforts, skill and resources
<b>business day</b>	means a day that is not a Saturday, a Sunday or a public holiday (excluding part day public holidays) in the State of South Australia
<b>Commission</b>	means the Essential Services Commission established under the <i>Essential Services Commission Act 2002</i> as

	amended from time to time
connection	means the joining of a <b>gas installation</b> to a <b>delivery point</b> to allow the flow of <b>gas</b>
connection and supply contract	means the model standing (deemed) contract or negotiated contract established between a <b>customer</b> and the <b>distributor</b> in accordance with <b>National Gas Law</b>
customer	has the meaning given to that term in the <b>Act</b> as amended from time to time
delivery point	means a point on a <b>distribution system</b> at which <b>gas</b> is withdrawn from the <b>distribution system</b> for delivery to a <b>customer</b> and which is normally located at:  the inlet of a <b>gas installation</b> of a <b>customer</b> , or  the outlet of a meter
disconnection – meter removed	means disconnection of supply to a <b>delivery point</b> by the removal of a meter to prevent the withdrawal of <b>gas</b> at the <b>delivery point</b> .
disconnection – meter not removed	means disconnection of supply to a delivery point (by wadding, capping or locking the meter), where the meter is not moved or removed, to prevent the withdrawal of <b>gas</b> at the <b>delivery point</b> .
disconnection services	means the following services provided by the <b>distributor</b> : being <b>disconnection – meter not removed</b> and <b>disconnection – meter removed</b> and <b>abolishment</b> .
distribution pipeline	has the meaning given to that term in the <i>National Gas (South Australia) Act 2008</i> as amended from time to time
distribution system	has the meaning given to that term in the <b>Act</b> as amended from time to time
distributor	means a person holding a licence under the <b>Act</b> to operate a <b>distribution system</b>
gas	has the meaning given to that term in the <b>Act</b> as amended from time to time
Gas Industry Guideline No. 1	means Gas Industry Guideline No. 1 (GIG 1/9) published by the <b>Commission</b> as amended from time to time
gas installation	has the meaning given to that term in the <b>Act</b> as amended from time to time
guideline	means a guideline published by the <b>Commission</b> as amended from time to time
high pressure main	has the meaning given to that term in the <b>distributor's</b> safety, reliability, maintenance and technical management plan as currently approved by the <b>Technical Regulator</b>
interruption	means an unplanned interruption of a <b>customer's gas</b> distribution service caused by operator actions, third

	party damage or asset conditions
medium pressure main	has the meaning given to that term in the distributor's safety, reliability, maintenance and technical management plan as currently approved by the <b>Technical Regulator</b>
National Energy Retail Law	has the meaning given to that term in the <i>National Energy Retail Law (South Australia) Act 2011</i> as amended from time to time
National Energy Retail Regulations	means the Regulations made under Part 11 of the <b>National Energy Retail Law</b>
National Energy Retail Rules	means the Rules made under Part 10 of the <b>National Energy Retail Law</b> as amended from time to time
National Gas Law	has the meaning given to that term in the <i>National Gas (South Australia) Act 2008 (SA)</i> as amended from time to time
National Gas Regulations	means the Regulations made under Part 3 of the <i>National Gas (South Australia) Act 2008 (SA)</i> as amended from time to time
National Gas Rules	has the meaning given to that term in the <b>National Gas Law</b>
Network Operator	means an entity (also commonly referred to as a distributor) that participates in the retail gas market of South Australia in the registrable capacity of a "Network Operator" under the <b>National Gas Rules</b> and has registered with <b>AEMO</b> under the <b>National Gas Rules</b> in that capacity
receipt point	means a point on a <b>distribution system</b> where gas is injected into the <b>distribution system</b>
retail market procedures	means the <b>Retail Market Procedures (South Australia)</b> administered and published by <b>AEMO</b>
retailer	means a person holding a licence under the <b>Act</b> or a retailer authorisation under the <b>National Energy Retail Law</b> (as the case may be) for the sale and supply of gas
significant performance event	refers to an occurrence that has a substantial impact on a distributor's ability to deliver its service to its customers, including, but not limited to, events such as a major unplanned interruption(s) or a matter(s) that causes frequent planned or unplanned interruptions to its service  In determining whether an event is a significant performance event, a distributor must consider any impact on customers and the nature and duration of the impact (for example, including, but not limited to, the impact on customers' health and safety, loss of supply for extended period, and potential impact on vulnerable customer groups such as life support customers).

<b>supply address</b>	means:  the address for which a <b>customer</b> purchases <b>gas</b> from a <b>retailer</b> where there is only one <b>delivery point</b> at that address, or  where there is more than one <b>delivery point</b> at the address, each <b>delivery point</b> through which the <b>customer</b> purchases <b>gas</b> from the same <b>retailer</b>
<b>Technical Regulator</b>	means the person holding the office of Technical Regulator under Part 2 of the <b>Act</b>

## 1.4 Application

- 1.4.1 This *Gas Distribution Code* contains provisions relating to the operation of a **gas distribution system**.
- 1.4.2 This industry code applies to **distributors** who are registered as **Network Operators** under the **National Gas Rules** and have a **gas distribution system** with 50,000 or more **connections**.
- 1.4.3 This industry code commences on 1 July 2026, or as otherwise advised in the South Australian Government Gazette, and will remain in effect until varied or revoked by the Commission.
- 1.4.4 However, notwithstanding the application of this clause 1.4 (inclusive), this industry code does not apply to any part of a **gas distribution system** operated by a **distributor** that is currently subject to the Small-scale Gas Networks Code.

## 1.5 Other Acts, codes and guidelines

- 1.5.1 Not all aspects of the **retailer's** and **distributor's** obligations are regulated by this *Gas Distribution Code*. The **retailer's** and **distributor's** obligations, and some aspects of the relationship with a **customer**, are also affected by:
- Acts of Parliament and Regulations (in particular, the *Gas Act 1997*, the *National Gas (South Australia) Act 2008* and the *Essential Services Commission Act 2002* (and associated regulations))
  - the **National Gas Law**, **National Gas Regulations**, and **National Gas Rules**
  - the **National Energy Retail Law**, **National Energy Retail Regulations** and **National Energy Retail Rules**
  - the **distributor's Access Arrangement**
  - the distribution licence held by the **distributor**
  - industry codes and any **guidelines** or rules made by the **Commission** from time to time
  - the **retail market procedures**, and
  - the terms of an agreement in place between a **retailer** and a **distributor**.

## 1.6 Powers under Acts

- 1.6.1 Nothing in this industry code prevents the **distributor** exercising any power, or obligation to comply with any direction, order or requirement under the *Gas Act 1997*, *Essential Services Act 1981*, *Emergency Management Act 2004* or the *Fire and Emergency Services Act 2005*, or any other relevant legislation.



## 2 Distributor obligations

### 2.1 Operating pressure

2.1.1 In operating the distribution system, the **distributor** must:

- (a) use its **best endeavours** to ensure that at all times the **gas** is supplied so that the operating pressure of the **gas** at the outlet of each meter set for recording a customer's consumption of **gas** is between 2.75 kPa and 3 kPa for **medium pressure mains** and **high pressure mains** (subject to any written requirement of the customer or agreement between the **Technical Regulator** and the distributor for gas to be supplied at more than 3 kPa).

### 2.2 Protection and non-interference information

2.2.1 In operating the distribution system, the **distributor** must:

- (a) on request by a **retailer**, provide details as to the **distributor's** requirements in relation to:
  - (i) the protection of the **distributor's** pipes and equipment, and
  - (ii) non-interference by the **customer** with the **distributor's distribution system** or with the supply to any other **gas installation** within 10 **business days** of the request.

### 2.3 Maintenance of the network

2.3.1 The **distributor** must use **its best endeavours** to maintain the capability of its **distribution system**.

2.3.2 Unless approved by the **Commission**, the **distributor** must not remove or disable any part of its **distribution system** that supplies **gas** to one or more **customers**. This requirement excludes:

- (a) removing or disabling a part of a **distribution system** for the purpose of **abolishment** of a particular **customer** as requested by that **customer**
- (b) removing or disabling a part of a **distribution system** for safety reasons as permitted by the **Act**; and/or
- (c) removing or disabling a part of a **distribution system** as otherwise directed by the **Technical Regulator**, or subject to another legal requirement or direction under a law of the State of South Australia or the Commonwealth.

### 2.4 Preconditions to connection

2.4.1 Subject to the provisions of the **National Energy Retail Law** and the **National Gas Rules**, upon request, a **distributor** must connect to its **distribution system** that **customer's gas installation**, provided that:

- (a) the **gas installation** at the **supply address** complies with regulatory requirements and AS 5601

- (b) the customer agrees to maintain the **gas installation** at the **supply address** in a safe condition
- (c) the **customer** has a contract for the purchase of **gas** with a **retailer** which has a contract with the **distributor** for the haulage of **gas**
- (d) in respect of a new **connection** the **distributor** has been provided with a completed certificate of compliance for the **customer's gas installation** work from the **gas installer**
- (e) the **customer** agrees to protect the **distributor's** equipment at the **customer's supply address** from damage and interference
- (f) the **customer** provides to the **retailer** contact details of the owner (or the owner's agent) of the **supply address**, if the request is made in respect of a **supply address** that is a rental property
- (g) the **customer** agrees to take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the **customer** which may result from poor quality or reliability of the **gas** supply
- (h) an adequate **gas** supply is available at the required volume and pressure at the boundary of that **supply address**, and
- (i) any extensions or expansions that are required for the **connection** have been completed.

2.4.2 Subject to clause 2.4.1, the **distributor** must **connect** the **gas installation** of a **customer** on fair and reasonable terms.

## 2.5 Information about disconnection services

2.5.1 A **distributor** must:

- (a) provide information on its website about **disconnection services** including:
  - (i) types of **disconnection services** that **customers** may request (including a description of the physical process and changes associated with each type of **disconnection service**)
  - (ii) situation(s) where each type of **disconnection service** is appropriate (for example, that **abolishment** is appropriate where a **customer** wants to permanently stop using **gas**)
  - (iii) the price of each type of **disconnection service** (including information about how **distributor's** tariffs are applied at the discretion of each **retailer**)
  - (iv) the timeframes in which the **distributor** provides each type of **disconnection service**
  - (v) the process the **customer** should follow in order to receive a **disconnection service**
  - (vi) any associated **customer** responsibilities (such as provision of access), and

- (vii) information about what a **customer** can do if they have a dispute about **disconnection services**.
- (b) provide the information referred to in clause (a) in clear, simple and concise language, in a format that can be easily read and understood by **customers**, and keep that information up-to-date
- (c) provide a copy of the information referred to in clause (a) to a **customer**, free of charge, on request, in any format reasonably requested by the **customer** and within 10 **business days** of the request, and
- (d) advise **retailers** that the information referred to in clause (a) is available for **customers**.

## 2.6 Reconnection after disconnection

2.6.1 Where a **distributor** is obliged under the **National Energy Retail Rules** to reconnect a **customer's supply address** the **distributor** must connect the **customer's supply address** in accordance with this clause.

- (a) Requests made to the **distributor** by 4.00 pm on a **business day**

Where the **customer** makes a request for reconnection to its **retailer** before 3.00 pm or to the **distributor** before 4.00 pm on a **business day**, the **distributor** must use its **best endeavours** to reconnect the **supply address** on the day of the request.

- (b) Requests made to the **distributor** between 4.00 pm and 10.00 pm on a **business day**

Where the **customer** makes a request for reconnection to its **retailer** after 3.00 pm but before 9.00 pm on a **business day**, or to its **distributor** after 4.00 pm but before 10.00 pm on a **business day**, the **distributor** must use its **best endeavours** to:

- (i) reconnect on the day requested by the **customer** where the **customer** pays any reasonable charge for after-hours reconnection, and
- (ii) in any event, reconnect by the next **business day**.

- (c) Requests made to the **distributor** after 10.00 pm on a **business day**

Where the **customer** makes a request for reconnection to its **retailer** at or after 9.00 pm on a **business day** or to the **distributor** at or after 10.00 pm on a **business day**, the **distributor** must use its **best endeavours** to reconnect the **supply address** by the end of the next **business day**.

- (d) Requests made to the **distributor** any time on days that are not a **business day**

Where the **customer** makes a request for reconnection to its **retailer** or to the **distributor** on a day that is not a **business day** the **distributor** must use its **best endeavours** to:

- (i) reconnect the **supply address** as soon as possible on the next **business day**, and
- (ii) in any event by the end of the next **business day**.

## 2.7 Reporting to the Commission

- 2.7.1 The **distributor** must keep and maintain sufficient records to monitor its performance in relation to requirements made by this industry code, other aspects of its operational performance in the manner and form prescribed by the **Gas Industry Guideline No. 1**, and service standards set out under its **connection and supply contracts**.
- 2.7.2 The **distributor** must report to the **Commission** in the manner and form prescribed by the **Commission's Gas Industry Guideline No. 1**:
- (a) annually (by 31 August each year, or on such date(s) as agreed with the **Commission** in writing from time to time), concerning its performance during the previous year, and
  - (b) quarterly (within one month of the quarter ending, or as agreed with the **Commission** from time to time), regarding its performance during the current year.
- 2.7.3 Reporting under clause 2.7.2 must include:
- (a) an explanation of the reason(s) for any non-compliance, and
  - (b) an explanation of how the **distributor** will address any non-compliance or decline in performance.
- 2.7.4 In meeting its obligations under clause 2.7.2 the **distributor** must:
- (a) inform the **Commission** in writing within 5 **business days** about error(s) and/or omission(s), including by providing information about how the error(s) and/or omission(s) has occurred and how the issue is being addressed
  - (b) provide a report to the **Commission** that includes:
    - (i) a full description of each error(s) and the reason(s) for the error(s), and
    - (ii) for each prior period when the error(s) occurred, the information affected by the error(s) and the correct information, and
  - (c) provide the report required at 2.7.4(b) within such timeframe(s) as determined by the **Commission** in writing.
- 2.7.5 The **distributor** must notify the **Commission** of a **significant performance event** as soon as reasonably practicable and at least within three **business days** of the event being identified.
- 2.7.6 Where a **distributor** notifies the **Commission** of a **significant performance event**, it must provide the **Commission** any further information regarding the event requested by the **Commission** in writing. This further information must be provided in a format and timeframe as required by the **Commission**.

## 2.8 Public reporting

2.8.1 The **distributor** must report directly to the public on:

- (a) its operational performance related to the information it submits under Proforma OP 1, OP 2, and OP 3, and OP 4 in the **Gas Industry Guideline No. 1** on an annual basis
- (b) how the **distributor** will address any decline in aspects of operational performance addressed in (a), and
- (c) its performance during major service **interruptions** or **significant performance events**, within three months of the event occurring.

2.8.2 In meeting its obligations under clause 2.8.1, the **distributor** must:

- (a) include a description and explanation that makes operational performance meaningful to **customers** and understandable by a reasonable person
- (b) report in a manner that **customers** and other members of the public can reasonably access (for example, in a prominent place on its website)
- (c) report annually by 30 September each year or, alternatively, at such date(s) as agreed with the **Commission** in writing from time to time, with additional reporting following events that have a significant impact on performance, and
- (d) update a time-series dataset to allow public comparison and analysis of performance.

2.8.3 In meeting its obligations under clause 2.8.1, the **distributor** must:

- (a) inform the **Commission** in writing within 5 **business days** about error(s) and/or omission(s), including by providing information about how the error(s) and/or omission(s) has occurred and how the issue is being addressed, and
- (b) publish the revised information or data within such timeframe(s) as determined by the **Commission** in writing.

2.8.4 In meeting its obligations under clause 2.8.1, the **distributor** must report in accordance with the manner and form set out in the **Gas Industry Guideline No. 1** (as amended from time to time).

This Industry Code was made by the **Commission** on [DATE] pursuant to Part 4 of the *Essential Services Commission Act 2002*, to take effect on and from the date notified in the Gazette.

Adam Wilson

Chief Executive Officer and Commission authorised signatory

.....

Date

.....

## Schedule 1 – Interpretation

In this industry code, unless the context otherwise requires:

- (a) headings and footnotes are for convenience or information only and do not affect the interpretation of this industry code or of any term or condition set out in this industry code
- (b) words importing the singular include the plural and vice versa
- (c) words importing a gender include any gender and/or a person of intersex status
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa
- (e) a reference to a clause or appendix is to a clause or appendix of this industry code
- (f) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document
- (h) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns
- (i) other parts of speech and grammatical forms of a word or phrase defined in this industry code have a corresponding meaning
  - (i) a period of time
  - (ii) which dates from a given day or the day of an act or event is to be calculated exclusive of that day, and
  - (iii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day.
- (j) a reference to:
  - (i) time is a reference to Standard Time within the meaning of the *Daylight Saving Act 1971 (SA)* and not Summer Time within the meaning of that Act
  - (ii) a day is a reference to a period commencing immediately after midnight and ending the following midnight, and
  - (iii) a month is a reference to a calendar month.
- (k) an event which is required under any term or condition set out in this industry code to occur on or by a stipulated day which is not a **business day**, may occur on or by the next **business day**.



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