



Basic Connection Service Model Standing Offer

Connecting metered load only
(no new/modified generating units)



Part of Energy Queensland

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Owner: EGM Customer
SME: Senior Legal Counsel

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1. SCHEDULE – *PREMISES*-SPECIFIC DETAILS

1.1. *Ergon Energy's details*

Name	Ergon Energy Corporation Limited
ABN	50 087 646 062
Registered address	420 Flinders Street, Townsville QLD 4810
Postal address	GPO Box 1461, Brisbane QLD 4001
Contact person	Connections Solutions
Phone number	13 22 96
Email address	ccg@ergon.com.au

1.2. *Retail Customer's details*

Name of <i>Retail Customer</i> (must be the person/entity responsible for the electricity account at the <i>premises</i>)	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]
ABN/ACN (if applicable)	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]
Postal address	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]
Contact person	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]
Phone number	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]
Email address	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]

1.3. *Premises and NMI*

<i>Premises</i> that the load is on	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]
<i>NMI</i>	[Per the details listed in <i>your connection application</i> or inserted from the <i>Portal</i>]

1.4. *Maximum import*

The maximum permitted import across the *connection point* from the *distribution system* is:

- for urban premises connected to lines other than SWER lines – 100 amperes per phase;
- for rural premises connected to lines other than SWER lines – 80 amperes per phase; and
- for SWER lines – 10 kVA,

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provided that the load is evenly balanced across each phase (NB controlled and time of use tariffs must not be used to balance another tariff across phases).

Unless otherwise requested in *your connection application*, 80 ampere fuses will be fitted. When taking electricity from *our distribution system*, you must not exceed the capacity of the supply fuse at that *connection point*.

Any electric motor installations and associated starting devices on *your side* of the *connection point* must be designed and operated in accordance with the *QECM*.

1.5. *Estimated costs*

The *connection charges* payable for the provision of the *connection service* are described in clause 7.

1.6. *Location of connection point*

The *connection point* is located at the point where the electrical infrastructure at the *premises* meets *our distribution system*.

1.7. *Date by which approvals or access are required (clause d)VIII)*

For *approvals* or access from *you* – 10 *business days*.

For *approvals* or access from third parties – 20 *business days*.

1.8. *Basic connection services*

New connections

<p>Load 1: New load (permanent)</p>	<p>This <i>basic connection service</i> is available where:</p> <ul style="list-style-type: none"> • the <i>premises</i> are <i>residential</i> or <i>small commercial</i>; • the <i>network(s)</i> at the <i>premises</i> are not currently: <ul style="list-style-type: none"> ○ <i>connected to our distribution system</i> or any other <i>distribution system</i> or <i>transmission system</i>; or ○ electrically connected to any other <i>network</i> that is <i>connected to our distribution system</i> or any other <i>distribution system</i> or <i>transmission system</i>; • the <i>connection</i> will be to an <i>available line</i>; and • the <i>connection application</i> is for the establishment of a single permanent physical link to <i>connect load</i> up to: <ul style="list-style-type: none"> ○ (non-SWER urban) for <i>urban premises</i> being <i>connected</i> through a line other than a <i>SWER line</i> – 100 amperes per phase via a single-phase, 2-phase or 3-phase <i>connection</i>; ○ (non-SWER rural) for <i>rural premises</i> being <i>connected</i> through a line other than a <i>SWER line</i> – 80 amperes per phase via a single-phase, 2-phase or 3-phase <i>connection</i>; and ○ (SWER) for <i>premises</i> being <i>connected</i> through a <i>SWER line</i> – 10 kVA (approximately 40 amperes).
<p>Load 2: New load (temporary)</p>	<p>This <i>basic connection service</i> is available where:</p> <ul style="list-style-type: none"> • the <i>network(s)</i> at the <i>premises</i> are not currently: <ul style="list-style-type: none"> ○ <i>connected to our distribution system</i> or any other <i>distribution system</i> or <i>transmission system</i>; or

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	<ul style="list-style-type: none"> ○ electrically connected to any other <i>network</i> that is <i>connected to our distribution system</i> or any other <i>distribution system</i> or <i>transmission system</i>; • the <i>connection</i> will be to an <i>available line</i>; and • the <i>connection application</i> is for the establishment of a single temporary physical link to <i>connect</i> load up to: <ul style="list-style-type: none"> ○ (non-SWER urban) for <i>urban premises</i> being <i>connected</i> through a line other than a <i>SWER line</i> – 100 amperes per phase via a single-phase, 2-phase or 3-phase <i>connection</i>; ○ (non-SWER rural) for <i>rural premises</i> being <i>connected</i> through a line other than a <i>SWER line</i> – 80 amperes per phase via a single-phase, 2-phase or 3-phase <i>connection</i>; ○ (SWER) for <i>premises</i> being <i>connected</i> through a <i>SWER line</i> – 10 kVA (approximately 40 amperes).
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Connection alterations

<p>Load 3: Change to number of phases</p>	<p>This <i>basic connection service</i> is available where:</p> <ul style="list-style-type: none"> • there is a single existing <i>connection point</i> between the <i>network(s)</i> at the <i>premises</i> and <i>our distribution system</i> (with a <i>NMI</i>); and • there is an <i>available line</i> that is not supplied by a <i>SWER line</i> to connect the additional phase for loads up to: <ul style="list-style-type: none"> ○ for <i>urban premises</i> – 100 amperes per phase; and ○ for <i>rural premises</i> – 80 amperes per phase.
<p>Load 4: Moving connection point</p>	<p>This <i>basic connection service</i> involves moving the <i>connection point</i> where:</p> <ul style="list-style-type: none"> • there is a single existing <i>connection point</i> between the <i>network(s)</i> at the <i>premises</i> and <i>our distribution system</i> (with a <i>NMI</i>); • that <i>connection point</i> is on the <i>national grid</i> or the <i>Mount Isa-Cloncurry supply network</i>; • the point at which the assets dedicated to the <i>Retail Customer</i> meet the shared part of the <i>distribution system</i> remains the same; and • the length of the <i>service line</i> extends no more than the maximum length set out in the <i>energy laws</i> and the <i>QECM</i>.
<p>Load 5: Upgrading legacy service lines</p>	<p>This <i>basic connection service</i> is available where:</p> <ul style="list-style-type: none"> • there is a single existing <i>connection point</i> between the <i>network(s)</i> at the <i>premises</i> and <i>our distribution system</i> (with a <i>NMI</i>); • that <i>connection point</i> is on the <i>national grid</i> or the <i>Mount Isa-Cloncurry supply network</i>; and • the <i>connection application</i> is for a change of the <i>service line</i> from legacy standards to current <i>overhead service line</i> standards in accordance with the <i>QECM</i>, to <i>connect</i> load up to 100 amperes per phase.

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1. WHO ARE THE PARTIES TO THIS CONTRACT?

This contract is between:

- a) Ergon Energy (also referred to as we, our or us); and
- b) the Retail Customer by whom, or on whose behalf, the relevant connection application was made (also referred to as you or your).

2. DEFINED TERMS

Terms used in the contract and italicised (other than in respect of pieces of legislation) are either defined in clause 17 or, if not defined there, in the *energy laws* (in particular the *NER*).

3. WHAT DOCUMENTS MAKE UP THIS CONTRACT?

- a) This connection establishment contract includes the terms of the connection application and this model standing offer.
- b) To the extent permitted by law, this contract prevails over any inconsistent terms in the ongoing connection contract.

4. WHAT SERVICES IS THIS CONTRACT FOR?

- a) We will provide you with the relevant basic connection service set out in the Schedule by designing, constructing and establishing any premises connection assets necessary to connect the premises and load set out in your connection application with our distribution system, provided you comply with this contract.
- b) You are responsible for contacting your electricity retailer to arrange for relevant metering equipment to be installed and/or reconfigured in accordance with the energy laws.
- c) This contract does not apply to:
 - I. the ongoing connection of your premises to our distribution system or the supply of electricity to those premises, which is covered by an ongoing connection contract between you and us; or
 - II. the sale of electricity to your premises, which is covered by a negotiated or deemed contract between you and your electricity retailer.

5. WHEN DOES THIS CONTRACT START AND FINISH?

- a) This contract starts either:
 - I. (**expedited**) if in your connection application you asked for an expedited connection and confirmed that this model standing offer was acceptable, and we are satisfied that the connection application is for a connection service under this model standing offer – when we received your connection application (in which case Items 1.2 and 1.3 of the Schedule are deemed to be completed based on the corresponding information in the connection application); or
 - II. (**non-expedited**) if clause a)I does not apply – when we received your acceptance of the relevant connection offer, provided this is within 45 business days of this connection offer being issued.

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- b) To be a connection service under this model standing offer, there must be an available line. We will advise you within 10 business days of receiving your connection application whether the requested service:
 - I. is a connection service under this model standing offer (in which case this contract will commence in accordance with clause a)); or
 - II. is not a connection service under this model standing offer (in which case this contract will not be relevant, and you will need to go through the negotiated process to enter into a negotiated connection establishment contract to get the services requested in your connection application).
- c) Without limiting anything else in this contract, you must not take any action that might affect our distribution system until we are satisfied that the connection application is for a connection service under this model standing offer.
- d) This contract will end:
 - I. if we determine that any network augmentation works are required other than works that we consider to be minor works or those that are set out in the connection service (in which case the parties must enter into a negotiated connection establishment contract for the services) – when we notify you of this;
 - II. if we consider that the information in the connection application is materially incomplete, false or misleading – when we notify you of this;
 - III. if the requested services are not of a kind contemplated by this contract – when we notify you of this;
 - IV. if you have not complied with the requirements of clause 7 within the relevant timeframes – when each of those timeframes expires (note that we may agree to extend this period by up to 65 business days in special circumstances);
 - V. if your ongoing connection contract ends – when that contract ends;
 - VI. if you and we enter into a replacement contract for us to provide the same or similar connection services for the same premises – when that replacement contract takes effect;
 - VII. if you breach this contract or anything connected to our distribution system at the connection point fails to comply with the technical and safety obligations or otherwise represents a hazard or risk to our distribution system and you do not remedy this within 10 business days of us notifying you of the breach (provided that we are permitted to terminate this contract under the energy laws) – on the expiry of that 10 business day period;
 - VIII. if any approvals or access required for us to carry out the Ergon Energy activities (such as set out in clauses 10.2 and 10.3) are not obtained within the timeframe set out in Item 1.7 of the Schedule – when we notify you of this; and
 - IX. where the premises are being established as part of a subdivision and we had agreed with the relevant developer for the electrical reticulation within that subdivision to be established and for our distribution system to be augmented to include that electrical reticulation such that there will be an available line, and we consider that this is now not likely to occur – when we notify you of this.
- e) If this contract ends before the Ergon Energy activities have been completed:
 - I. we may disconnect, dismantle, decommission and remove any of our assets that are only relevant to the connection service; and

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- II. you acknowledge that we cannot (due to changing conditions on our distribution system) guarantee that the capacity set out in Item 1.4 of the Schedule will necessarily be approved in respect of any subsequent connection application.

6. WHEN WILL THE SERVICES BE PROVIDED?

- a) Subject to clause e), and provided that you have complied with this contract (including, without limitation, the obligations set out in clause 10), we will use our best endeavours to:
 - I. start providing the connection service to you on:
 - a) if we have agreed a date with you – that date; or
 - b) if the connection service is for a new connection and we have been unable to agree dates with you – one business day after each of the following has been met:
 - I. you have met the relevant obligations and prerequisites under clauses 7 and 10; and
 - II. (where applicable) we have received a completed electrical work request from your electrical contractor/installer and a service order; and
 - II. subject to you complying with this contract, finish providing the connection service to you by:
 - a) if we have agreed a date with you – that date; or
 - b) if we have not agreed a date with you and the connection service does not require any extension of, or network augmentation to, the distribution system – at the end of the period set out in clause 3.7.3 of the Electricity Distribution Network Code, a copy of which is available on the website of the Queensland Competition Authority (www.qca.org.au).
- b) On occasion, we may need to contact you to seek your agreement to an extension to the above periods.
- c) You acknowledge that the timeframe for connection may depend on when the Retail Customer's activities are completed.
- d) You must do all things necessary to be done by you, including, without limitation, providing access, obtaining relevant approvals (other than Ergon Energy obtained approvals), and carrying out other relevant Retail Customer's activities, to allow the above timeframes to be achieved.
- e) Despite clause a):
 - I. we do not have to start providing the connection service until you have obtained any relevant approvals (other than Ergon Energy obtained approvals) and procured any access required for us to carry out the Ergon Energy activities;
 - II. we do not have to start providing the connection service until you have complied with clause 10.2;
 - III. we do not have to finish providing the connection service until you have complied with your obligations under this contract;
 - IV. if the connection service is for a new connection, we do not have to energise the new connection until we either receive a request from your electricity retailer to do

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this, or you have given us written confirmation from your electricity retailer that it has entered into a customer retail contract with you for the connection;

- V. we may delay any of the Ergon Energy activities as a consequence of a force majeure event or to address any latent defect;
- VI. if we become aware of any material information or circumstances (including, without limitation, any inaccuracy in the connection application or anything that is discovered at or near the premises that will affect the relevant works or provision of the connection service) which, had we known of it before this contract started, would have resulted in us not entering this contract, then we may take such reasonable actions as we consider appropriate in the circumstances.

7. PROCESS FOR CONNECTION

- a) You must not interconnect the premises with our distribution system except in accordance with this clause 7.
- b) You must do the following:
 - I. arrange for the design, installation and commissioning of the following (where relevant):
 - a) a new consumer mains (sized in accordance with the AS/NZS 3000 Wiring Rules) between the connection point and the metering equipment at the premises;
 - b) a suitable new mains connection box, complete with house service connectors, for the connection of any overhead service line to the consumer mains;
 - II. contact your electricity retailer to:
 - a) if required, open an account with them;
 - b) if required, arrange for appropriate metering equipment to be installed in accordance with relevant energy laws and the QECM, including any suitable new metering isolation links required to individually isolate the metering equipment; and
 - c) issue us with a service order for the connection;
- c) You must, within 65 business days of this contract, arrange for your electrical contractor to submit the electrical work request (containing the “Connect” reference number and confirming compliance with clauses f) and g) to us through our online portal at <https://epp.ergon.com.au/epp>).
- d) You must ensure that the electrical installations at the premises comply with this contract, including, without limitation, the technical and safety obligations.

8. HOW MUCH WILL THIS COST?

- a) Our Connection Policy (which is available on our website (www.ergon.com.au) describes how we determine the connection charges payable by you (which are regulated by the AER).
- b) There are broadly two types of connection charges relevant to you, being for:
 - I. standard control services – the costs of which are included in your usual electricity network charges; and

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- II. alternative control services – which are an additional charge. These are described in our ACS Price List and set out in our network tariff tables (which are both available on our website (www.ergon.com.au)). Please note that these charges can include pre-connection services, connection services and post-connection services, among other things.
- c) Please contact us if you have any further questions about which connection charges are relevant to you.
- d) We will issue tax invoices for any charges that are incurred in connection with providing the connection service. If we send the invoice to your electricity retailer, your electricity retailer may recover the relevant charges from you. If we send the invoice to you, you must pay us in accordance with the invoice.

9. THINGS THAT *WE* CAN AND/OR MUST DO

- a) We must:
 - I. endeavour to obtain all Ergon Energy obtained approvals necessary to provide the connection service;
 - II. in accordance with the energy laws and the QECM, undertake the relevant Ergon Energy activities required to provide the connection service, including:
 - a) arranging for the design, installation and commissioning of the following premises connection assets (where relevant):
 - I. (if in an overhead reticulated area) – a new, replacement or relocated (as relevant) overhead service line to the connection point, and permanent or temporary (as relevant) physical link at the connection point between the premises and our distribution system;
 - II. (if in an underground reticulated area) – a new, replacement or relocated (as relevant) underground service line to the connection point and service pillar at the connection point, and permanent or temporary (as relevant) physical link at the connection point between the premises and our distribution system; and
 - b) if we determine that it is required, design and install certain minor network augmentation works, up to, but no greater than, the installation of a cross-road pole in accordance with the QECM to facilitate the establishment of the above assets; and
 - III. give you any information you reasonably ask us in writing for about your connection that is in our possession or control, as soon as reasonably practical following that request, in accordance with relevant privacy and right to information laws.
- b) Provided we act reasonably, we may determine the design, location, specifications and any other parameters for the connection service, including details of the connection point, service line/pillar and so forth.
- c) We will comply with our obligations under this contract and under any relevant laws.
- d) Our obligations extend down to the connection point (as defined by us) and not beyond.
- e) We may carry out any other works or other activities required to deal with an emergency as part of providing the connection service.
- f) Some obligations placed on us under this contract may be carried out by a third party. If an obligation is placed on us to do something under this contract, then:

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- I. we are deemed to have complied with the obligation if another person does it; and
- II. if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

10. THINGS THAT *YOU* MUST DO

10.1. *General*

You must not, without first making a new *connection application* to us and, where relevant, entering into a relevant agreement with us:

- a) install any new generating unit(s) or upgrade or change (other than by way of a like-for-like replacement under warranty) any generating unit(s);
- b) install any new battery storage or upgrade or change any battery storage capacity; or
- c) install any new inverters or upgrade or change any inverter capacity,

other than as set out in *your connection application*.

10.2. *Technical requirements*

You must:

- a) arrange for the Retail Customer's activities (and any other activities necessary to allow us to provide the connection service) to be carried out at your own risk and expense;
- b) other than as approved under this contract, not allow the attachment of anything to, or any interference with, our equipment;
- c) without limiting clause a), obtain any relevant approvals (other than Ergon Energy obtained approvals) and access rights for you to carry out the Retail Customer's activities and for us to carry out the Ergon Energy activities, at your own risk and expense;
- d) give us copies of all such approvals when we ask;
- e) where any of the Retail Customer's activities could impact on our distribution system:
 - I. not start any such activities until this contract is in force; and
 - II. only carry out such activities in accordance with this contract;
- f) ensure that anything connected to our distribution system at the connection point, and any metering equipment at your premises, is designed, constructed, operated and maintained to comply with all relevant technical and safety obligations, good electricity industry practice, all relevant laws (including any energy laws and safety laws) and relevant approvals;
- g) ensure that any electrical works done by, or on behalf of, you are done by a qualified electrical contractor and comply with all relevant technical and safety obligations, and that any work to be performed by, or on behalf of, you on or near exposed electrical parts is undertaken by "authorised persons" and otherwise in accordance with the Electrical Safety Regulation 2013 (Qld); and
- h) give us an electrical work request confirming compliance with clauses f) and g).

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10.3. *Access requirements*

- a) You:
 - I. consent to us and our representatives, (together with any plant, equipment or vehicles) having non-exclusive access to land and improvements controlled by you (including, without limitation, to the main switchboard) in connection with the connection service (including to confirm compliance with the technical and safety obligations or to install any plant or equipment on the premises), this contract, the energy laws and the safety laws;
 - II. must:
 - A. ensure that we and our representatives can access the above land and improvements in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and
 - B. accommodate on your premises, and protect from harm, all plant and equipment installed on the premises that is necessary for the connection or is installed under this contract.
 - C. where access to land controlled by a third party is required for us to complete the Ergon Energy activities, obtain approval from that third party for us to access that land, where that approval is in a form satisfactory to us (in our absolute discretion); and
 - D. if we ask for this, grant or procure the granting to us of an easement or other interest over land on terms satisfactory to us and at no cost to us to secure relevant tenure for any assets installed as part of the connection service.
- b) For the avoidance of doubt, the access rights under this clause survive the initial works.

10.4. *Information you must give us*

- a) You must give us all information:
 - I. about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any part of the Ergon Energy activities, as soon as possible (and in any case before we start the Ergon Energy activities); or
 - II. that we reasonably ask you for in connection with this contract.
- b) You must notify us immediately if:
 - I. any information that you previously gave us stops being accurate; or
 - II. you become aware of any matter or thing that might affect the nature, cost or timing of any part of the connection service, or anything we must do under this contract.
- c) The above information and notification requirements apply not just to the physical connection but also to ancillary matters such as relevant control, washdown and quarantine procedures.
- d) You must ensure that all information you give us is correct, and that you do not mislead or deceive us in any way.
- e) You consent to us disclosing information where:
 - I. such disclosure is contemplated or permitted by the energy laws; or

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- II. we reasonably consider that such disclosure is necessary for compliance with the energy laws.
- f) You should quote our “Connection” reference number set out on the cover page in all communications with us.

11. INSPECTIONS

- a) While we (and other third parties) may periodically carry out inspections for the purpose of auditing and assessing the extent to which electrical contractors are complying with the energy laws, we do not represent or warrant that:
 - I. we (or any third party) will carry out an inspection at your premises;
 - II. any such inspection will identify any or all faults or defects, or that any electrical installation is free from faults or defects if none is identified in the course of any such inspection,and you remain responsible and liable for all work undertaken by your electrical contractor.
- b) Whether or not we have carried out an inspection at your premises, we may, at any time, notify you of any work in relation to the electrical installation or the connection assets that must be completed by you (including through your electrical contractor) in order to comply with this contract. Failure to rectify such a defect may result in disconnection of the premises from our distribution system in accordance with the energy laws.

12. LIABILITY

12.1. *General*

- a) This clause 12 survives the expiry or earlier termination of this contract.
- b) Despite any provision of this contract (but subject to clauses 12.2 to 12.4), we will not be liable to you in connection with any delays to the progress or completion of the Ergon Energy activities for any reason, to the full extent permitted by law, except to the extent that this is the result of our failure to observe good electricity industry practice, or our negligence, bad faith, wilful misconduct, fraud, breach of laws or failure to comply with any relevant approval or this contract, and you release us from any claims by you in respect of such.
- c) Our obligations in respect of the operation of our distribution system are set out in the energy laws and we are not responsible for any adverse effects on anything connected to our distribution system at the connection point that may be caused by:
 - I. our distribution system operating in compliance with energy laws; or
 - II. the operation of electrical equipment on your side of the connection point.
- d) You acknowledge and agree that, as referred to in clause c)I, this contract does not apply to the ongoing connection of your premises to our distribution system or the supply of electricity to those premises, and:
 - I. any liability that we may have to you in relation to any losses you may suffer because of:
 - A. problems with the ongoing connection of your premises to our distribution system or the quality of supply of electricity to your premises (such as power surges and drops); or
 - B. interruptions to, or failures of, the supply of electricity to your premises; or

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II. any other matter that is governed by that ongoing connection contract, is governed solely by the ongoing connection contract, and we are not liable to you under this contract for any of those matters, and you release us from any claims by you under this contract in respect of such.

12.2. **Competition and Consumer Act and other guarantees**

- a) The Competition and Consumer Act 2010 (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited. Unless one of those laws requires it, we give no guarantee, condition, warranty or undertaking, and we make no representation to you, regarding any matter, including as to:
 - I. the condition or suitability of electricity or the connection service; or
 - II. the quality, fitness or safety of electricity or the connection service, other than as set out in this contract.
- b) Any liability we have to you under these laws that cannot be excluded but that can be lawfully limited is (at our election) limited to:
 - I. providing equivalent goods or services provided under this contract to your premises; or
 - II. paying you the cost of replacing the goods or services provided under this contract to your premises or acquiring equivalent goods or services.
- c) Nothing in this contract limits the operation of sections 97 and 97A of the Electricity Act 1994 (Qld), sections 119 and 120 of the NEL, section 316 of the NERL, or any other limitations of liability or immunities granted under the energy laws.

12.3. **No liability for indirect or consequential loss**

Notwithstanding any other provision of this contract (except for clause d)I), neither party is liable to the other under, or in connection with, this contract or under contract, tort (including negligence), breach of statute or other cause of action at law or in equity for any of the following:

- a) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;
- b) increased costs of working or labour costs;
- c) costs of capital or costs of business interruption;
- d) any indirect, incidental, special or consequential damage, cost, expense or loss; and
- e) damage, cost, expense, loss or damage that otherwise is not a direct and immediate consequence of the breach,

suffered by the other party, however arising, due to any causes including the default or sole or concurrent negligence of a party and whether or not foreseeable.

12.4. **Contributory negligence**

If a party makes a claim against the other party under this contract and the first party has contributed to the loss that it has suffered, that party's entitlement to damages is proportionately reduced.

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13. COMPLAINTS AND DISPUTE RESOLUTION

- a) If you have a query or complaint relating to this contract, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures, which are available on our website (www.ergon.com.au).
- b) We must handle a complaint made by you in accordance with the relevant Australian Standards and our standard procedures (which we will give you if you ask).
- c) If you are not satisfied with the response to any query, complaint or dispute raised with us, and it is within the purview of the Energy and Water Ombudsman Queensland, you may refer the complaint or dispute to this Ombudsman at:

Email: complaints@ewoq.com.au or info@ewoq.com.au

Phone: 1800 662 837

In person: Level 16, 53 Albert Street (8.30 am-5:00 pm)

In writing: P.O. Box 3640 South Brisbane BC QLD 4101

- d) This clause does not limit your rights under relevant energy laws to refer a dispute regarding the terms and conditions of this contract or the connection charges payable to us to the AER.
- e) We must inform you of the outcome of any complaint made by you to us.
- f) You can contact us using the relevant contact details set out on our website (www.ergon.com.au).

14. OWNERSHIP

Unless this contract states otherwise, any materials, plant, equipment or other items provided or installed by *us* as part of the *connection service* remain *our* property.

15. GST

- a) The amount payable for the connection service and any other amounts payable under this contract, may be stated to be exclusive or inclusive of GST. Clause b) applies unless an amount payable under this contract is stated to include GST.
- b) Where any amounts paid by you or by us under this contract are payments for “taxable supplies” as defined for GST purposes, then, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

16. GENERAL

- a) **(governing law)** This contract is governed by Queensland law and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any relevant appellate courts.
- b) **(amendment)** This contract can only be amended, supplemented, replaced or novated by another document signed by the parties.
- c) **(assignment)** You must not assign or novate all or part of this contract, without our prior written consent, which will not be unreasonably withheld, but which will be conditional on the

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relevant entity assuming your obligations under this contract. We may subcontract or assign our rights or obligations under this contract as we determine.

- d) **(cooperation)** Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this contract.
- e) **(force majeure)** We will be relieved from complying with any obligation under this contract to the extent that we are prevented from performing the obligation by any force majeure event.
- f) **(privacy)** We will comply with all relevant privacy laws and our privacy policy (which is available on our website (www.ergon.com.au)) in relation to your personal information, and you may contact us about this using the relevant contact details set out on our website (www.ergon.com.au).
- g) **(confidentiality)** You must keep this contract, and the terms of all dealings with us in connection with this contract, confidential, and must also comply with any relevant confidentiality provisions in the energy laws.
- h) **(accrued rights)** Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.
- i) **(entire agreement)** This contract contains the entire agreement between the parties about its subject matter and replaces any previous discussions about that subject matter.
- j) **(waiver)** Rights may only be waived in writing and signed by the party giving the waiver, and no other conduct of a party waives, or prevents the exercise of, the right. Also, a waiver on one or more occasions does not waive that right if it arises again, and the exercise of a right does not prevent any further exercise of that right or of any other right.
- k) **(non-exclusive rights)** Any right that a person may have under this contract is in addition to, and does not replace or limit, any other right that the person may have.
- l) **(inconsistencies with the law)** For any inconsistencies between this contract and other material, subject to clause k), obligations under the laws prevail over inconsistent obligations in this contract (provided that where the energy laws and this contract prescribe different standards (or ranges of standards) you must ensure compliance with the most stringent of these), and obligations under this contract prevail over any other document or agreement between the parties.
- m) **(survival)** Termination or expiry of all or part of this contract does not affect clause e), any rights that arose before the termination or expiry, or that otherwise relate to any breach or non-observance of this contract occurring before termination or expiry, or that relate to this clause and any provisions concerning GST, compliance with laws, liability, indemnity, dispute resolution and confidentiality.
- n) **(severance)** Any provision of this contract that is unenforceable or partly unenforceable is to be severed to the extent necessary and possible to make this contract enforceable, unless this would materially change the intended effect of this contract.
- o) **(electronic signing)** Each party consents to the electronic signing of this contract by the other.
- p) **(authorised representative)** Each person executing this contract as an authorised representative declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.
- q) **(counterparts)** This contract may be executed in counterparts (where a counterpart may comprise a copy of this contract that has been printed from a facsimile or email transmission), and all executed counterparts constitute one document. A party may rely on a

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copy of this contract that has been executed by another party to the same extent as if it was an original of this contract executed by that other party.

17. GLOSSARY

Except in relation to the names of pieces of legislation, italicised terms in this contract have the meaning given in the *ongoing connection contract*, this contract or the *energy laws* (in particular the *NER*).

ACS price list means *Ergon Energy's* Price List for Alternative Control Services and associated *network tariff tables*, which are available on *our* website (www.ergon.com.au);

AER means the Australian Energy Regulator established under section 44AE of the *Competition and Consumer Act 2010* (Cth);

approval means any consent, declaration, authorisation, exemption, waiver or other approval required under any law, statute, act, rule, order or regulation which is enacted, issued or promulgated by the State of Queensland, the Commonwealth of Australia or any relevant local authority (including, but not limited to, town planning approvals, building approvals, vegetation taking permits and soil disposal permits);

authority means any person or body who has the power under law to direct *us*, including, without limitation, the *AEMO*, the *AER*, and State or Federal Police;

available capacity means that the *available line* has sufficient capacity (in terms of *voltage* and current) to deliver energy flows within statutory *voltage* levels for the relevant *connection application* which satisfy the *energy laws*, and which otherwise satisfy the requirements of the *QECM*;

available line means a suitable *Ergon Energy low voltage* electricity distribution line (and relevant *network assets*) that is located in the road reserve either directly adjacent to the *premises* or directly across the road from the *premises*. To be an *available line*:

- (a) it must be part of the *national grid* or the *Mount Isa-Cloncurry supply network*;
- (b) the line and relevant *network assets* must have at least the phase capability required in the relevant *connection application*; and
- (c) the *available capacity* of the line and any relevant *network assets* (including supply transformers) must be greater than the capacity required in the relevant *connection application*;

basic connection service has the meaning set out in Chapter 5A of the *NER* and in this contract specifically means a *new connection* or *connection alteration* to permit the *connection* of the load referred to in clause a) to *our low voltage distribution system* at the *connection point*, where this is for no more than certain current levels and does not require any *network augmentation* of the *distribution system*, other than:

- (a) an *extension* to the *premises* from the *available line* in accordance with the *QECM*; or
- (b) where the *premises* are being established as part of a subdivision and there is an agreement between *Ergon Energy* and the relevant *developer* for electrical reticulation to be established within that subdivision and for *Ergon Energy's distribution system* to be *augmented* to *connect* that electrical reticulation such that there will be an *available line*,

and excluding:

- (c) the *connection* of any new or modified *generating units*; or
- (d) where the *connection point* will be an unmetered *connection point*,

as set out in the Schedule;

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business day has the meaning set out in Chapter 5A of the *NER* and means a day other than a Saturday, Sunday or a relevant public holiday;

connect means to form a physical link between two *networks* to permit the flow of electricity through that link;

connection charges means any relevant connection charges identified in the *ACS price list*;

connection establishment contract means a contract between the parties under Chapter 5A of the *NER* that provides for the provision of a *new connection* or *connection alteration*;

connection offer means an offer by *us* to enter into this contract with *you*;

connection point means the point where *your* electrical installation is *connected* to *our* distribution system;

Connection Policy means the Ergon Energy Connection Policy, a copy of which is available on *our* website (www.ergon.com.au);

connection service means the relevant *basic connection service* under this *model standing offer*;

consumer mains means the conductors between the *connection point* and the main switchboard;

disconnect means the operation of switching equipment or other action so as to prevent the flow of electricity at a *connection point*;

distribution system means *our* electricity *distribution network*, including any *connection assets* (where relevant), especially that part of *our* *distribution network* to which the *network(s)* at *your* premises are, or will be, *connected*;

electrical work request means the form of that name available on *our* website (www.ergon.com.au), that is completed by *your* electrical contractor and certifies that the relevant electrical works have been carried out in accordance with the *technical and safety obligations*;

Electricity Distribution Network Code means the code of that name under the *Electricity Act 1994* (Qld), which is available on the Queensland Competition Authority's website (www.qca.org.au);

electricity retailer means the entity that holds a *retailer authorisation* and with whom *you* have (or will have) a retail contract for the purchase of electricity;

embedded generating units means *generating units* that are *connected* within a *distribution system* and do not have direct access to a *transmission network*;

energy laws means the laws relevant to energy, including (as relevant), the *Electricity Act 1994* (Qld), *Electricity Regulation 2006* (Qld), *Electricity Distribution Network Code*, *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *NEL*, *NER*, *NERL*, *NERR* and any supplementary rules, regulations, instruments and plans and applicable *Australian Standards* (including, without limitation, the AS/NZS 3000 Wiring Rules and AS/NZS 4777) (or, where there is no applicable *Australian Standard*, the relevant British or International Standard), applicable codes of practice and the *QECM*;

Ergon Energy means the entity set out in Item 1.1 of the Schedule;

Ergon Energy activities means:

- (a) the obligations imposed on *us* in clauses 7 and 9 related to establishing the *connection*, which are to be done in compliance with the *QECM*; and
- (b) all items necessary and incidental to the completion of such activities, including obtaining any *Ergon Energy obtained approvals* or access rights for such work;

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Ergon Energy obtained approvals means the following *approvals* relevant to the *Ergon Energy activities*:

- (a) vegetation clearing permits for vegetation contained on a public road (if applicable);
- (b) traffic control permits for working on roads;
- (c) approval to place asset on local government or Department of Main Roads land;
- (d) cultural heritage;
- (e) environmental approvals;
- (f) native title and ILUAs (Indigenous Land Use Agreements);
- (g) wayleaves and easements; and
- (h) consent to enter property and carry out works;

expedited connection refers to a process under the *NER* which allows a *connection applicant* for a *basic connection service* (as that term is defined in the *NER*) or a *standard connection service* to enter into a *connection establishment contract* at the time of lodging the *connection application*, rather than waiting for a *connection offer* to be made and accepted. This must be selected when making the *connection application*;

force majeure event means an event outside the control of *us* or *you* (such as, without limitation, natural disasters and acts of God);

generating unit has the meaning given in the *NER* (and, for the avoidance of doubt, includes relevant equipment such as an *inverter*, and also includes batteries and other energy storage systems);

good electricity industry practice means the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of facilities similar to the relevant facility, taking into account the size, duty, age, location and technological status of that facility and any other relevant factors;

inverter means a device that uses semiconductor devices to transfer power between a DC source or load and an AC source or load;

latent defect means physical conditions on the *premises* or its surroundings, including artificial things but excluding weather conditions or the effect of weather conditions, which differ materially and substantially from the physical conditions which should reasonably have been anticipated by an experienced and competent contractor at the date of the *offer* for the *connection service*;

low voltage means a *voltage* of no more than 1 kV;

Mount Isa-Cloncurry supply network means that part of the supply network (as the term “supply network” is defined in the *Electricity Act 1994* (Qld)) that is:

- (a) located in the Mount Isa-Cloncurry region and not *connected* to the *national grid*;
- (b) owned and operated by *us*; and
- (c) subject to economic regulation;

national grid has the meaning given to that term in the *NER*;

NEL means the National Electricity (Queensland) Law, as defined in the *Electricity - National Scheme (Queensland) Act 1997* (Qld);

NER means the National Electricity Rules under the *NEL*;

NERL means the National Energy Retail Law (Queensland), as defined in the *NERL (Qld) Act*;

NERL (Qld) Act means the *National Energy Retail Law (Queensland) Act 2014* (Qld);

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NERR means the National Energy Retail Rules under the *NERL*;

network tariff tables means specifically the “ACS Price List” tab of *our* network tariff tables (which are available on *our* website (www.ergon.com.au));

NMI means either a *national metering identifier* or, where *our distribution system* is not part of the *national grid*, another metering identifier;

ongoing connection contract means the *connection contract* between the parties (whether deemed under the *NERL* or individually negotiated) that provides for the ongoing *connection* of the *premises* to *our distribution system* and the provision of *supply services*;

overhead service line means an overhead *service line* that extends no further into the *premises* than the maximum requirement specified in the *energy laws* and the *QECM*;

premises means any land (whether a single block or multiple contiguous blocks), building(s) (whether whole or part), structure(s) (or adjuncts thereto) and *embedded networks* that are owned, occupied, controlled or operated by the *Retail Customer* in the vicinity of the proposed *connection*, and includes the premises set out in Item 1.3 of the Schedule, and which can reasonably be considered to be part of a single overarching operation;

premises connection assets means those parts of *our distribution system* that are used to provide *connection services*;

QECM means:

- (a) the Queensland Electricity Connection Manual: Service and Installation Rules, a copy of which is available on *our* website (www.ergon.com.au); and
- (b) the Queensland Electricity Metering Manual, a copy of which is available on *our* website (www.ergon.com.au), or its replacement document;

representative means the agents, contractors, sub-contractors, designers, employees, officers and other representatives of a party;

Retail Customer means the person or entity set out in Item 1.2 of the Schedule;

Retail Customer's activities means:

- (a) the obligations imposed on *you* in clauses 7 and 10 related to establishing the *connection*;
- (b) ensuring that anything *connected* to *our distribution system* at the *connection point* complies with the *QECM*; and
- (c) all items necessary and incidental to the completion of such activities, including obtaining any *approvals* or access rights for such work, as well as the *approvals* required for the *Ergon Energy activities* (other than the *Ergon Energy obtained approvals*);

rural premises means where the *premises* are, or will be, *connected* to a short rural feeder or a long rural feeder (as those terms are defined in *our Connection Policy*);

safety laws means the laws relevant to safety, including (as relevant), the *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *Work Health and Safety Act 2011* (Qld), *Work Health and Safety Regulation 2011* (Qld), *Work Health and Safety (Codes of Practice) Notice 2011* (Qld) and any rules, regulations, instruments and plans;

service line means an electric line owned by *us* that *connects our distribution system* to the *connection point*;

service order means a valid service order from *your electricity retailer* that requests *us* to carry out the *connection service*;

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service pillar means an underground pillar owned by us that connects our distribution system to the connection point, which will be located no further into the premises than the maximum requirement specified in the energy laws and the QECM;

single residential means a residential customer (as that term is defined in the NERL) where the NMI is for a single residence;

small commercial means a business customer that is also a small customer (as those terms are defined in the NERL);

SWER line means a single wire earth return (that is, a single-wire electricity distribution line which supplies single-phase electrical power such that the earth is used as the return path for the current);

technical and safety obligations means the obligations set out in:

- (a) the QECM;
- (b) the energy laws and the safety laws; and
- (c) any relevant construction manuals available on our website (www.ergon.com.au);

underground service line means an underground service line that extends no further into the premises than the maximum requirement specified in the energy laws and the QECM; and

urban premises means where the premises are, or will be, connected to a CBD feeder or an urban feeder (as those terms are defined in our Connection Policy).

18. INTERPRETATION

Unless the context otherwise requires, the following interpretation rules apply to this contract:

- a) headings are for convenience and do not affect interpretation;
- b) a reference to:
 - I. any law is to that legislation (including subordinate legislation) as amended or replaced;
 - II. a clause, schedule or appendix is a reference to that part of this contract;
 - III. a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
 - IV. a party includes a permitted substitute or assignee of that party;
 - V. a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
 - VI. anything (including a right, obligation or concept) includes each part of it; and
 - VII. a day is to a calendar day and a month is to a calendar month;
- c) a singular word includes the plural, and vice versa;
- d) grammatical forms of a defined word or phrase have a corresponding meaning;
- e) examples are not exclusive;
- f) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- g) if a day on or by which a party must do something under this contract is not a business day, the person must do it on or by the next business day.

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19. MULTIPLE PARTIES

If a party to this contract comprises more than one person, or a term refers to more than one person, obligations are joint and several, rights are held severally and all other references are to each person separately.