

Basic Connection Service Model Standing Offer:

Connecting your pre-approved unmetered devices
and customer-owned and operated street lights



Part of Energy Queensland



TABLE OF CONTENTS

1.	Schedule – Device-Specific Details	1
2.	Who are the Parties to this Contract?	3
3.	Defined Terms	3
4.	What Documents make up this Contract?	3
5.	What Services is this Contract for?	4
6.	When does this Contract Start and Finish?	4
7.	When will the Services be provided?	5
8.	How much will this cost?	6
9.	Things that <i>We</i> Can and/or Must do	7
10.	Things that <i>You</i> Must do	7
11.	Inspections	9
12.	Liability	9
13.	Complaints and Dispute Resolution	11
14.	Ownership	12
15.	GST	12
16.	General	12
17.	Glossary	13
18.	Interpretation	17
19.	Multiple Parties	17

Basic Connection Service Model Standing Offer: Unmetered Connections

1. SCHEDULE – DEVICE-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 74 66
Email address	publiclighting@energyq.com.au

1.2. Retail Customer's details

Name of <i>Retail Customer</i> (must be the person/entity responsible for the electricity account for the <i>subject UMS device</i>)	[autopopulated from the Portal]
ABN/ACN (if applicable)	[autopopulated from the Portal]
Postal address	[autopopulated from the Portal]
Contact person	[autopopulated from the Portal]
Phone number	[autopopulated from the Portal]
Email address	[autopopulated from the Portal]

1.3. Location of the subject UMS device

Location of the <i>subject UMS device</i>	[autopopulated from the Portal]
---	---------------------------------

1.4. Maximum import

The maximum permitted import across the *connection point* from the *distribution system* is 32 amperes in aggregate, provided that the load is evenly balanced across each phase.

1.5. Estimated costs

The *connection charges* payable for the provision of the *connection service* are described in clause 8.

1.6. Location of connection point

For *pre-approved unmetered devices*, the *connection point* is located at the point where the electrical infrastructure of that device meets *our distribution system*.

For *COO street lights*, the *connection point* is located where the *street light* infrastructure meets *our distribution system*.

1.7. Core Ergon Energy activities

We must do the following:

- (a) for UMS 1 – arrange for the design, installation and commissioning of the following assets (where relevant):
 - (i) (if in an overhead reticulated area) – a new *overhead service line* to the *connection point*, and permanent physical link at the *connection point* between the *pre-approved unmetered device(s)* and *our distribution system*;

Basic Connection Service Model Standing Offer: Unmetered Connections

- (ii) (if in an underground reticulated area) – a new *underground service line* to the *connection point* and *service pillar* at the *connection point*, and permanent physical link at the *connection point* between the *pre-approved unmetered device(s)* and our *distribution system*;
- (b) for UMS 2 – install the *Retail Customer*-procured *pre-approved unmetered devices* set out in the *connection application* on our pole;
- (c) for UMS 3 – procure and install a *watchman light* in accordance with the *connection application*, where that *watchman light* is of a nature and type determined by us; and
- (d) for UMS 4 – connect the *COO street light*.

1.8. Core Retail Customer's activities

You must do the following:

- (a) for UMS 1:
 - (i) procure the *pre-approved unmetered device(s)* set out in the *connection application* and arrange for this to be installed in accordance with the *QECM* and the *energy laws*; and
 - (ii) 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 *pre-approved unmetered device(s)* to allow the *connection* of those *pre-approved unmetered device(s)*; and
 - (B) a suitable new mains connection box, complete with house service connectors, for the *connection* of any *overhead service line* to the *consumer mains* to allow the *connection* of the *pre-approved unmetered device*;
- (b) for UMS 2:
 - (i) procure the *pre-approved unmetered device(s)* set out in the *connection application* and providing these to us; and
 - (ii) agree with us on the siting and orientation of the *pre-approved unmetered device(s)*;
- (c) for UMS 3:
 - (i) agree with us on the siting and orientation of the *watchman light(s)*;
- (d) for UMS 4:
 - (i) design and procure the *COO street light* set out in the *connection application* and arrange for this to be installed in accordance with the *QECM*, the *energy laws* and the *Public Lighting Manual*;
- (e) for all of the above, all items necessary and incidental to the completion of such activities (including obtaining any necessary *approvals* (other than *Ergon Energy obtained approvals*)); and
- (f) upon completion of the abovementioned activities, arranging for:
 - (i) (if relevant) *your* electrical contractor to give us an *electrical work request* (containing the "Connection" reference number) through our online portal (at <https://epp.ergon.com.au/epp>); and
 - (ii) an account to be opened with *your electricity retailer* and for them to issue us with a *service order* for the *connection*.

1.9. Date by which approvals or access are required (clause 6(d)(viii))

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

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

Basic Connection Service Model Standing Offer: Unmetered Connections

1.10. Basic connection services

UMS 1: Connect your pre-approved unmetered device(s) (other than a watchman light) – not on Ergon Energy pole	This <i>basic connection service</i> is available where: <ul style="list-style-type: none">• there is an <i>available line</i>; and• the <i>connection application</i> is for:<ul style="list-style-type: none">○ you to procure and install one or more <i>pre-approved unmetered devices</i>; and○ us to establish a permanent unmetered physical link to <i>connect</i> those <i>pre-approved unmetered devices</i> to our <i>distribution system</i> via a single-phase <i>connection</i>.
UMS 2: Install and connect your pre-approved unmetered device(s) (other than a watchman light) – on Ergon Energy pole	This <i>basic connection service</i> is available where: <ul style="list-style-type: none">• there is an <i>available line</i>; and• the <i>connection application</i> is for:<ul style="list-style-type: none">○ you to procure one or more <i>pre-approved unmetered devices</i>;○ us to install those <i>pre-approved unmetered devices</i> on our pole; and○ us to establish a permanent unmetered physical link to <i>connect</i> those <i>pre-approved unmetered devices</i> to our <i>distribution system</i> via a single-phase <i>connection</i>.
UMS 3: Install and connect watchman lights – on Ergon Energy pole	This <i>basic connection service</i> is available where: <ul style="list-style-type: none">• there is an <i>available line</i>; and• the <i>connection application</i> is for:<ul style="list-style-type: none">○ us to procure and install one or more <i>watchman lights</i> on our pole; and○ us to establish a permanent unmetered physical link to <i>connect</i> these <i>watchman lights</i> to our <i>distribution system</i> via a single-phase <i>connection</i>.
UMS 4: Install and connect COO street lights	This <i>basic connection service</i> is available where: <ul style="list-style-type: none">• there is an <i>available line</i>; and• the <i>connection application</i> is for:<ul style="list-style-type: none">○ you to procure and install one or more <i>COO street lights</i> for you to own and operate; and○ us to establish a <i>permanent</i> unmetered physical link to <i>connect</i> these <i>COO street lights</i> to our <i>distribution system</i> via a single-phase or multi-phase <i>connection</i>.

2. 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*).

3. 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*).

4. WHAT DOCUMENTS MAKE UP THIS CONTRACT?

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

Basic Connection Service Model Standing Offer: Unmetered Connections



5. WHAT SERVICES IS THIS CONTRACT FOR?

- (a) We will provide you with the relevant *basic connection service* set out in the Schedule by:
 - (i) for *pre-approved unmetered devices* – designing, constructing and establishing any assets necessary to *connect the pre-approved unmetered devices* set out in your *connection application* with our *distribution system*; and
 - (ii) for *COO street lights* – establishing the *connection assets* necessary to *connect the subject UMS device* with our *distribution system*.
- (b) This contract does not apply to:
 - (i) the ongoing *connection of your UMS device to our distribution system* or the supply of electricity to that *UMS device*, which is covered by an *ongoing connection contract* between you and us; or
 - (ii) the sale of electricity to your *UMS device*, which is covered by a negotiated or deemed contract between you and your *electricity retailer*.

6. 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 6(a)(i) does not apply – when we received your acceptance of the relevant *connection offer*, provided this was within the timeframe for acceptance set out in the *connection offer* letter.
- (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 6(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 we have not, within 65 *business days* of the date of this contract, received:
 - (A) (for UMS 1 and 4) an *electrical work request* confirming that the *pre-approved unmetered devices* referred to in your *connection application* have been appropriately installed and requesting *connection*; and

Basic Connection Service Model Standing Offer: Unmetered Connections



- (B) (if relevant) a *service order*,
 - on the expiry of that period (note that we may agree to extend this period by up to a further 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 *subject UMS device* – 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; and
- (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 1.9 of the Schedule – 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
 - (ii) *you* acknowledge that *we* cannot (due to changing conditions on *our distribution system*) guarantee that the capacity originally requested in the *connection application* and approved by *us* will necessarily be approved in respect of any subsequent *connection application*.
- (f) If *you* breach this contract (including fail to pay any amounts), *we* may:
 - (i) *disconnect* anything *connected to our distribution system* at the *connection point*; and
 - (ii) if any of *your* assets are situated on *our* assets, at *our* election, do any of the following:
 - (A) remove those assets;
 - (B) request *you* to remove those assets in accordance with *our* reasonable requirements; or
 - (C) leave them *in situ*.
- (g) *We* may remove any of *your* assets that are affixed to *our* assets if this contract is terminated under any of clauses 6(d)(v), 6(d)(vii) or 6(d)(viii).
- (h) If *we* remove any assets under this contract that are owned by *you*, *we* will use our best endeavours to return them to *you*.

7. WHEN WILL THE SERVICES BE PROVIDED?

- (a) Subject to clause 7(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) (for UMS 1 and 4) *we* have received a completed *electrical work request* from *your* electrical contractor/installer and a *service order*;
 - (II) (for UMS 2 and UMS 3) *you* have paid the relevant installation charges set out in the *ACS Price List*; and

Basic Connection Service Model Standing Offer: Unmetered Connections



- (III) *you* have met the relevant obligations and prerequisites under clause 10; 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 7(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 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 proposed *connection point* 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.

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
 - (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.

Basic Connection Service Model Standing Offer: Unmetered Connections

- (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.
- (e) If there is a total or partial failure of anything *connected to our distribution system* at the *connection point*, *you* are not entitled to any reduction in any ongoing fees or charges, and are responsible for paying such ongoing fees or charges, until either the service has been removed or another customer has assumed responsibility for receiving the service.

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*;
 - (iii) ensure that the location and/or direction of any *subject UMS device* installed by *us* does not unreasonably interfere with neighbouring properties or public roads; and
 - (iv) 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) Where the *connection service* involves *us* procuring, installing and *connecting a watchman light*, we must:
 - (i) maintain the *watchman light* during normal working hours; and
 - (ii) use reasonable endeavours to replace faulty lamps or carry out other maintenance within a reasonable time after receiving a request for such maintenance from *you* (taking into account the location of the maintenance requirement and any relevant timeframes in the *energy laws*).
- (c) Provided *we* act reasonably, *we* may determine the design, specifications and any other requirements for the *connection service*, including, without limitation:
 - (i) determining the point of origin, the route, the length, and any facilities required for any *service line* and/or *service pillar* (as relevant); and
 - (ii) determining and approving the location of the *connection point* between *our* assets and *your* assets.
- (d) We will comply with *our* obligations under this contract and under any relevant laws.
- (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:
 - (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*:

Basic Connection Service Model Standing Offer: Unmetered Connections



- (a) connect anything to our distribution system at the connection point other than the subject UMS device;
- (b) permanently disconnect the subject UMS device from our distribution system; or
- (c) alter the subject UMS device (including in terms of amount and style of usage) (other than by way of a like-for-like replacement under warranty).

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 10.2(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 the location or operation of the subject UMS device sourced or installed by you does not unreasonably interfere with neighbouring properties or public roads;
- (g) ensure that anything connected to our distribution system at the connection point (including, without limitation, any subject UMS device that you own) is designed, constructed, operated and maintained to comply with all relevant technical and safety obligations;
- (h) 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);
- (i) comply with any request by us for anything on your side of the connection point to be de-energised or physically disconnected from our distribution system for operational reasons or for planned maintenance; and
- (j) (for UMS 1 and 4) give us an electrical work request confirming compliance with clauses 10.2(g) and 10.2(h).

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 your property), 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 property, and protect from harm, all plant and equipment installed on your property 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
 - (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 of the *subject UMS device*;
 - (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 of the *subject UMS device*, *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 anything *connected* to *our distribution system* at the *connection point* in accordance with the *energy laws*.

12. LIABILITY

12.1. General

- (a) This clause 12 survives the expiry or earlier termination of this contract.

Basic Connection Service Model Standing Offer: Unmetered Connections



- (b) Despite any provision of this contract (but subject to clauses 12.2 to 12.5), we will not be liable to *you* in connection with:
- (i) 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; or
 - (ii) any costs incurred by *you* in connection with the installation, condition, or manner of operation of anything *connected to our distribution system* at the *connection point*, 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 5(b)(i), this contract does not apply to the ongoing *connection* of the *subject UMS device* to *our distribution system* or the supply of electricity to that device, 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 the *subject UMS device* to *our distribution system* or the quality of supply of electricity to the *subject UMS device* (such as power surges and drops); or
 - (B) interruptions to, or failures of, the supply of electricity to the *subject UMS device*; or
 - (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 the *subject UMS device*; or
 - (ii) paying *you* the cost of replacing the goods or services provided under this contract to the *subject UMS device* 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. Indemnity

You must indemnify *us* in respect of all liability incurred by *us* in connection with:

- (a) *your* failure to comply with this contract, any *approvals* and any laws; and
- (b) the installation or manner of operation of anything *connected* to *our* distribution system at the *connection point*,

except to the extent it arises from *our* negligence or wilful misconduct.

12.4. No liability for indirect or consequential loss

Notwithstanding any other provision of this contract (except for clause 12.1(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.

12.5. 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.

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

All materials, plant, equipment or other items provided or installed by *us* as part of the *connection service* remain *our* property unless:

- (a) it is a *pre-approved unmetered device* sourced by *you* or a *COO street light* (which remains *your* property); or
- (b) this contract states otherwise.

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 15(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, or transfer the ownership of the *subject UMS device*, without *our* prior written consent, which will not be unreasonably withheld, but which will be conditional on the relevant entity assuming *your* obligations under this contract. *We* may subcontract or assign *our* rights or obligations under this contract as *we* determine.
- (d) (**advice to prospective owners**) *You* must advise any prospective subsequent owner of the *subject UMS device* about this contract and the requirement under clause 16(c) for that entity to assume the obligations of this contract.
- (e) (**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.
- (f) (**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*.
- (g) (**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).
- (h) (**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*.
- (i) (**accrued rights**) Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.
- (j) (**entire agreement**) This contract contains the entire agreement between the parties about its subject matter and replaces any previous discussions about that subject matter.
- (k) (**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.

Basic Connection Service Model Standing Offer: Unmetered Connections



- (l) (**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.
- (m) (**inconsistencies with the law**) For any inconsistencies between this contract and other material, subject to clause 16(m), 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.
- (n) (**survival**) Termination or expiry of all or part of this contract does not affect clause 6(e)(i), 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.
- (o) (**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.
- (p) (**electronic signing**) Each party consents to the electronic signing of this contract by the other, as provided for in the *connection offer* letter.
- (q) (**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.
- (r) (**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 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:

- (a) for *pre-approved unmetered devices* – either directly adjacent to the *subject UMS device* or directly across the road from the *subject UMS device*; and
- (b) for *COO street lights* – in close proximity to the *subject UMS device* (as determined by *us*).

To be an *available line*:

Basic Connection Service Model Standing Offer: Unmetered Connections



- (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* to permit the *connection* of the *subject UMS device* to our *low voltage distribution system* at the *connection point*, where this is for no more than 32 amperes in aggregate and does not require any *network augmentation* of the *distribution system*, other than a short *extension* to the *subject UMS device* from the *available line* in accordance with the *QECM* and excluding the *connection* of any *generating units*;

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 electrical 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;

COO street light means a *street light* that is owned and operated by the *Retail Customer*, where the *Retail Customer* is a *street lighting customer*.

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 the distribution network to which the *subject UMS device* is *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;

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;

Basic Connection Service Model Standing Offer: Unmetered Connections



Ergon Energy activities means:

- (a) the activities set out in Item 1.7 of the Schedule and the obligations imposed on *us* under clause 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;

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);

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;

latent defect means physical conditions on and around the *subject UMS device* 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);

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

Basic Connection Service Model Standing Offer: Unmetered Connections



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));

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 *subject UMS device* to *our distribution system* and the provision of *supply services*;

overhead service line means an overhead *service line* that extends a short distance from the existing *distribution system* and no further than the maximum requirement specified in the *energy laws* and the *QECM*;

pre-approved unmetered device means any one or more of the following that is set out in *your connection application*:

- (a) *watchman light*; or
- (b) device listed on *our* website as a Pre-Approved Unmetered Supply Device.

For the avoidance of doubt, this term excludes *street lights*;

Public Lighting Manual means the Queensland Public Lighting Construction Manual, which is available on *our* website (www.ergon.com.au);

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 activities set out in Item 1.8 of the Schedule and the obligations imposed on *you* under clause 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*);

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*;

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

street light means a light that is intended to illuminate a road (where “road” has the meanings given in the *Local Government Act 2009* (Qld) and the *Transport Infrastructure Act 1994* (Qld));

street lighting customer means the State or a local government that consumes electricity at *street lighting premises*;

street lighting premises has the meaning given to that term in the *NERL*;

Basic Connection Service Model Standing Offer: Unmetered Connections

subject UMS device means the *UMS device* specified in *your connection application* and therefore the subject of this contract;

technical and safety obligations means the obligations set out in:

- (a) the *QECM*;
- (b) for *COO street lights*, the *Public Lighting Manual*;
- (c) the *energy laws* and the *safety laws*; and
- (d) any relevant construction manuals available on *our* website (www.ergon.com.au);

UMS device means:

- (a) a *street light* owned and operated by the *Retail Customer* (provided the *Retail Customer* is a *street lighting customer*); or
- (b) a *pre-approved unmetered device*;

underground service line means an underground *service line* that extends a short distance from the existing *distribution system* and no further than the maximum requirement specified in the *energy laws* and the *QECM*; and

watchman light means a light (other than a *street light*) that:

- (a) is used for security lighting purposes;
- (b) is installed on *our* pole and owned, operated and maintained by *us*; and
- (c) meets the requirements for Tariff 91 (other unmetered supply).

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*.

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.