

Model Standing Offer for Basic Connection Services:



connection of approved unmetered device(s)





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1. WHO ARE THE PARTIES TO THIS CONTRACT?

This contract is between:

- (a) Ergon Energy Corporation Limited ABN 50 087 646 062, of 420 Flinders St, Townsville QLD 4810 (referred to as *we*, *our* or *us*); and
- (b) the *Retail Customer* by whom, or on whose behalf, the relevant *connection application* was made (referred to as *you* or *your*).

Please note that terms used in this contract are defined either in clause 13 or the *NER*.

2. WHAT DOCUMENTS MAKE UP THIS CONTRACT?

- (a) This contract includes the terms of the *connection application*, the *connection offer* letter and this *model standing offer*.
- (b) If there is any inconsistency between the terms and conditions of this contract and the *ongoing connection contract*, this contract will prevail, to the extent permitted by law.

3. WHAT SERVICES IS THIS CONTRACT FOR?

- (a) This *connection establishment contract* is to provide *you* with one of the *basic connection services* listed in Schedule 0 (being the *basic connection service* that *we* reasonably consider is the appropriate *basic connection service* based on *your connection application*). The *basic connection service* will include *us* designing, constructing and establishing any relevant *premises connection assets* set out in Schedule 0.
- (b) This contract does not apply to the following services:
 - (i) the ongoing *connection of your premises* to *our distribution system* or the supply of electricity to those *premises* (as this is dealt with in the *ongoing connection contract* between *you* and *us* – note if *you* do not already have an *ongoing connection contract*, it will start at the same time as this contract and will be on the terms of the applicable *NERL standard connection contract*); and
 - (ii) the sale of electricity to *your premises* (this is dealt with in a negotiated or deemed contract between *you* and *your electricity retailer*).

4. WHEN DOES THIS CONTRACT START AND FINISH?

- (a) This contract starts either:
 - (i) if *you* requested an *expedited connection* in *your connection application* and indicated that the terms of this contract were acceptable, and *we* are satisfied (refer to clause 4(b) below) that the *connection application* is for a relevant *basic connection service* under this *model standing offer* – when *we* received that *connection application*; and
 - (ii) if clause 4(a)(i) doesn't apply, when *we* received *your* acceptance of the relevant *connection offer* within the relevant timeframe for acceptance set out in the *connection offer* letter.
- (b) Please note that in order to be satisfied that the *connection application* is for a relevant *basic connection service* (as referred to in clause 4(a)(i) above, *we* will need to confirm whether there is an *available line*. This will require *us* to assess *your connection application* in light of the available capacity in *your* area. *We* will notify *you* within 10 *business days* of receiving *your connection application* whether:
 - (i) there is sufficient available capacity and the *connection service* that *you* have requested in *your connection application* is therefore a *basic connection service* (in which case this contract will have commenced in accordance with clause 4(a)(i)); or

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- (ii) there is not sufficient available capacity (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* for the provision of *your connection services*).
- (c) Without limiting any other provision of this contract, *you* must not take any action that might affect *our distribution network* until *we* are satisfied that the *connection application* is for a relevant *basic 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 relevant *basic 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 incomplete, false or misleading in a material respect – when *we* notify *you* of this;
 - (iii) if the services requested in *your connection application* are determined to be 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) (if relevant) a *Form A* confirming that the *approved unmetered device(s)* stated in the *connection application* have been appropriately installed and requesting *connection*; and
 - (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 type of, *connection services* for the same *premises* – when that replacement contract takes effect;
 - (vii) if *you* breach this contract or any of the *approved unmetered device(s)* connected on *your* side of the *connection point* fail 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 provide the relevant *basic connection service* (such as are referred to in clauses 8.2 and 8.3) are not obtained within:
 - (A) for *approvals* or access from *you* – 10 *business days*; and
 - (B) for *approvals* or access from third parties – 20 *business days*,– when *we* notify *you* of this.
- (e) If this contract ends before the relevant *basic connection service* has been provided:
 - (i) *we* may *disconnect*, dismantle, decommission and remove any of the *premises connection assets* that are only relevant to the *basic 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:

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- (i) disconnect any *approved unmetered device(s)* connected to *our distribution system* at the *connection point*; and
- (ii) if any *approved unmetered device(s)* are situated on *our assets*, at *our election*, do any of the following:
 - (A) remove those *approved unmetered device(s)*;
 - (B) request *you* to remove these in accordance with *our* reasonable requirements; or
 - (C) leave them *in situ*.
- (g) We may remove any relevant *approved unmetered device* that is affixed to *our assets* if this contract is terminated under any of clauses 4(d)(v), 4(d)(vii) or 4(d)(viii).
- (h) If we remove any *approved unmetered device* under this contract that is owned by the *Retail Customer*, we will use our best endeavours to return it to the *Retail Customer*.

5. WHEN WILL THE SERVICES BE PROVIDED?

- (a) Subject to clause 5(e), and provided that *you* have complied with this contract (including, without limitation, the obligations set out in clause 8), we will use *our* best endeavours to:
 - (i) start providing the relevant *basic connection service* to *you* on:
 - (A) if we have agreed a date with *you* – that date; or
 - (B) if the *basic 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 2 and UMS 3 (refer Schedule 0) *you* have paid the relevant *installation charges* set out in the *ACS Price List*;
 - (II) *you* have met the relevant obligations and prerequisites under clause 8; and
 - (III) (if applicable) we have received a completed *Form A* from *your* electrical contractor/installer and a *service order*; and
 - (ii) subject to *you* complying with this contract, finish providing the relevant *basic connection service* to *you* by:
 - (A) if we have agreed a date with *you* – that date;
 - (B) if we have not agreed a date with *you* and the relevant *basic connection service* does not require any extension of, or *network augmentation* to, the *distribution system* – at the end of the period specified 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); or
 - (C) if neither of the above apply – on the date that we agree with *you*.
- (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*, and carrying out other relevant *Retail Customer's activities*, to allow the above timeframes to be achieved.
- (e) Despite clause 5(a):
 - (i) we do not have to start providing the relevant *basic connection service* until *you* have obtained any relevant *approvals* (other than *Ergon Energy obtained approvals*) and procured any access required for us to provide the relevant *basic connection service*;

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- (ii) we do not have to start providing the relevant *basic connection service* until you have complied with clause 8.1;
- (iii) we do not have to finish providing the relevant *basic connection service* until you have complied with *your* obligations under this contract;
- (iv) if the relevant *basic connection service* is for a *new connection*, we don't 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) if there is a relevant *force majeure event*, we may delay the start and/or finish of the relevant *basic connection service* by as long as that *force majeure event* affects the provision of that service;
- (vi) if there is a *latent defect* that affects the provision of the relevant *basic connection service*, we may delay the start and/or finish of the relevant *basic connection service* by as long as required to address that *latent defect*; and
- (vii) 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 relevant *basic 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.

6. HOW MUCH WILL THIS COST?

- (a) Any *connection charges* or other charges that apply to the relevant *basic connection service* are set out in *our Connection Policy* and *ACS Price List*, which are available on *our* website (www.ergon.com.au).
- (b) We will issue invoices for any charges that are incurred in connection with providing the relevant *basic connection service*. If we send the invoice to *your electricity retailer*, *your electricity retailer* will be entitled to recover the relevant charges from you. If we send the invoice to you, you must pay us in accordance with the invoice.
- (c) If there is a total or partial failure of any *approved unmetered device(s)* 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.

7. THINGS THAT WE CAN AND/OR MUST DO

- (a) We must:
 - (i) endeavour to obtain all *Ergon Energy obtained approvals* necessary to provide the relevant *basic connection service*;
 - (ii) except for the *Retail Customer's activities*, undertake the design, construction and commissioning of any *premises connection assets* required to provide the relevant *basic connection service*;
 - (iii) provide the relevant *basic connection service* in accordance with the *QECMM*;
 - (iv) ensure that the location and/or direction of any *approved unmetered device(s)* installed by us does not unreasonably interfere with neighbouring properties or public roads; and
 - (v) give you any information that you reasonably request about *your connection* that is in *our* possession or control as soon as reasonably practical following a written request from you in accordance with relevant privacy and right to information laws.

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- (b) Where the relevant *basic connection service* involves *us* procuring, installing and *connecting* a *watchman light*, *we* must:
 - (i) maintain the *watchman light* during normal working hours;
 - (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 the *Retail Customer* (taking into account the location of the maintenance requirement and any relevant timeframes in the *energy laws*).
- (c) Provided that *we* act reasonably, *we* are entitled to determine the design, specifications and any other requirements for the relevant *basic 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 relevant *basic connection service*.
- (f) *We* may subcontract or assign *our* rights or obligations under this contract as *we* determine.

8. THINGS THAT *YOU* MUST DO

8.1. General

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

- (a) connect any approved unmetered device(s) or other device(s) to our distribution system at the connection point other than as stated in your connection application;
- (b) permanently disconnect from the distribution system any approved unmetered device(s) that you own that is stated in your connection application;
- (c) alter any of the *approved unmetered device(s)* that *you* own that are *connected* to *our distribution system* at the *connection point* other than by means of a like-for-like replacement (including in terms of amount and style of usage);

8.2. Technical requirements

You must:

- (a) arrange for the carrying out of any of the *Retail Customer's activities* relevant to the relevant *basic connection service* and any other activities required to allow *us* to provide the relevant *basic connection service*, at *your* own risk and expense;
- (b) ensure that the location or operation of any *approved unmetered device* sourced or installed by *you* does not unreasonably interfere with neighbouring properties or public roads;
- (c) other than as approved under this contract, not allow the attachment of anything to, or any interference with, *our* equipment;
- (d) without limiting clause 8.2(a), obtain any relevant *approvals* (other than *Ergon Energy* obtained *approvals*) and access rights for *you* to carry out the relevant activities and to allow *us* to provide the relevant *basic connection service*, at *your* own risk and expense;
- (e) provide copies of all such *approvals* to *us* when requested;
- (f) 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

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- (ii) only carry out such activities in accordance with this contract;
- (g) when taking electricity from *our distribution system*, not exceed 20 amperes or 4.8 kW for a single phase supply;
- (h) ensure that the design and construction of any electrical assets on *your side* of the *connection point* (including, without limitation, any *approved un-metered device(s)* that *you own*) complies with all relevant *technical and safety obligations*;
- (i) 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)*;
- (j) comply with any request by *us* for any *approved un-metered device(s)* or other device(s) 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
- (k) give *us* a *Form A* confirming compliance with clauses 8.2(g) to 8.2(i) (inclusive).

8.3. Access requirements

- (a) *You consent to us and our representatives*:
 - (i) (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 relevant *basic connection service* (including to confirm compliance with the *technical and safety obligations* or to install any plant or equipment on the *premises*) and the *energy laws*; and
 - (ii) accommodating on *your premises*, all plant and equipment necessary for the connection.
- (b) *You must ensure that*:
 - (i) *we*, and our *representatives*, can access the land and improvements as described in clause 8.3(a)(i) in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and
 - (ii) *you* take reasonable precautions to protect from harm all plant and equipment necessary for the connection that is installed on the *premises* by *us* or *our representatives*.

8.4. 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 relevant *basic connection service*, as soon as possible (and in any case before *we* start providing the relevant *basic connection service*); and
 - (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 relevant *basic connection service*, or anything *we* must do under this contract.
- (c) *You must ensure that all information you give us is correct, and that you do not mislead or deceive us in any way.*

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9. INSPECTIONS

- (a) While *we* (and other third parties) 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 inspection carried out by *us* or any third party will identify any or all faults or defects, or that the electrical installation and *premises connection assets* are 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 relevant *approved unmetered device(s)* from *our distribution system* in accordance with the *energy laws*.

10. LIABILITY

10.1. General

- (a) This clause 10 survives the expiry or earlier termination of this contract.
- (b) Despite any provision of this contract, *we* will not be liable to *you* for:
- (i) any liability arising from delays to the progress or completion of the relevant *basic connection service* for any reason, to the full extent permitted by law; or
 - (ii) any costs incurred by *you* in connection with the installation, condition, or manner of operation of any *approved unmetered device(s)* connected to *our distribution system* at the *connection point*.
- (c) *You* acknowledge and agree that:
- (i) as referred to in clause 3(b)(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*, as this is dealt with in an *ongoing connection contract* between *you* and *us*; and
 - (ii) 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
 - (iii) any other matter that is governed by that *ongoing connection contract*,
- is governed solely by that *ongoing connection contract*, and *we* will not have any liability to *you* under this contract in relation to any of those matters.

10.2. 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 a *basic connection service*; or
 - (ii) the quality, fitness or safety of electricity or a *basic connection service*,
- other than as set out in this contract.

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- (b) Any liability we have to you under these laws that cannot be excluded but that can be lawfully limited is (at our option) 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) We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.
- (d) Sections 97 and 97A of the *Electricity Act 1994* (Qld), sections 119 and 120 of the *NEL*, section 316 of the *NERL*, and any other limitations of liability or immunities granted under the *energy laws*, are not limited in their operation or application by anything contained in this contract, and may also limit or exclude our liability in some cases.

10.3. Indemnity

You must indemnify us:

- (a) for all reasonable direct costs, losses and expenses incurred by us in connection with a breach of either of clauses 8.2(b) or 8.2(c);
- (b) for all costs incurred by us in connection with the installation or manner of operation of any approved unmetered device(s) owned by you that is connected to our distribution system at the connection point,

except to the extent arising from our negligence or wilful misconduct.

10.4. No liability for indirect or consequential loss

Notwithstanding any other provision of this contract (except for clause 10.1(c)(ii)), 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; and
- (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.

10.5. Contributory negligence

A party's ("first party") liability to another party for loss or damage of any kind arising out of this contract or in connection with the relationship established by it is reduced to the extent (if any) that the other party causes or contributes to the loss or damage. This reduction applies whether the first party's liability is in contract, tort (including negligence), under any statute or otherwise.

11. 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 complaints and dispute resolution procedures, which are available on our

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website (www.ergon.com.au). We must provide you with a copy of these procedures upon request.

- (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.
- (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.

12. GENERAL

12.1. Our obligations

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:

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

12.2. Force majeure event

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.

12.3. Privacy of personal information

- (a) We will comply with all relevant privacy legislation in relation to your personal information.
- (b) You can find a summary of our privacy policy on our website (www.ergon.com.au).
- (c) If you have any questions, you can contact us using the relevant contact details on our website (www.ergon.com.au).

12.4. Retention of property

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

- (a) it is an approved unmetered device sourced by the Retail Customer (which remains the Retail Customer's property); or
- (b) this contract states otherwise.

12.5. GST

- (a) The amount payable for a basic connection service and any other amounts payable under this contract, may be stated to be exclusive or inclusive of GST. Clause 12.5(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.

12.6. Accrued rights and obligations

Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.

12.7. Applicable law

The laws of Queensland govern this connection establishment contract.

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13. GLOSSARY

ACS price list means Ergon Energy's Price List for Alternative Control Services, a copy of which is 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);

alternative control service has the meaning given to that term in Chapter 10 of the *NER*;

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);

approved unmetered device means any one or more of the following that is stated in your *connection application*:

- (a) *watchman light*, or
- (b) device listed on our "Approved Unmetered Supply Devices List", which is available on our website (www.ergon.com.au),

and, for the avoidance of doubt, excludes *street lights*;

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 requested in the relevant *connection application*; and
- (c) the *rated capacity* of the line, the supply transformer and any relevant *network assets* must be greater than the requirement in the relevant *connection application*;

basic connection service has the meaning generally set out in Chapter 5A of the *NER* and in this contract specifically means one of the *new connections* set out in Schedule 0, which involve the connection of the *approved unmetered device(s)* stated in the *connection application* to our low voltage *distribution system* at the *connection point*, where this is for no more than 20 amperes per phase and does not require any *network augmentation* of the *distribution system* (other than an *extension* to the *premises* from the *available line* in accordance with the *QECMM*) and excluding the connection of *micro embedded generating unit(s)*;

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;

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

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

connection point means the point where the *Retail Customer's* 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);

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

distribution system means our electricity distribution network, including any connection assets, where relevant;

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Electricity Distribution Network Code means the code of that name under the *Electricity Act 1994* (Qld);

electricity retailer means the entity with whom the *Retail Customer* has (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), *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *NEL*, *NER*, *NERL*, *NERR* and any rules, regulations, instruments and plans and applicable Australian Standards (including, without limitation, the AS/NZS 3000 Wiring Rules and AS 4777);

Ergon Energy obtained approvals means the following *approvals*:

- (a) vegetation clearing permits for vegetation contained on a public road (if applicable);
- (b) 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;

expedited connection refers to a process under the *NER* which allows a *connection applicant* for a *basic connection service* 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);

Form A means the form of that name available on *our* website, 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*;

large customer has the meaning given to that term in the *NERL*, and includes a *business customer* who consumes *energy* at *business premises* at or above the *upper consumption threshold*, which is 100 MWh per annum, and a *street lighting customer*;

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 relevant *basic connection service*;

micro embedded generating unit means a *generating unit* (which, for the avoidance of doubt, includes relevant equipment such as an *inverter*) *connected* (or to be *connected*) within a *distribution network* and not having direct access to the *transmission network*, where that *generating unit* is of a kind contemplated by AS 4777 (Grid connection of energy systems via inverters);

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 *Ergon Energy*; and
- (c) subject to economic regulation;

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

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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)*;

NERL standard connection contract has the meaning given to that term in the *NERL (Qld) Act*;

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

ongoing connection contract means a *connection contract* between the parties under Part 4 of the *NERR* that provides for the ongoing *connection* of the *premises* to the *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 *QECMM*;

premises means the premises stated in the *connection application*;

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

QECMM means the Queensland Electricity Connection and Metering Manual: Service and Installation Rules, a copy of which is available on *our website* (www.ergon.com.au);

rated 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 *QECMM*;

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

Retail Customer means the person or entity who is (or will be) responsible for the electricity account at the *premises*;

Retail Customer's activities means:

- (a) the activities described as such in Schedule 0;
- (b) all items necessary and incidental to the completion of such activities, including the obtaining of any *approvals* for such work; and
- (c) the obtaining of all *approvals* and access rights necessary for the completion of the relevant *basic connection service*, other than the *Ergon Energy obtained approvals*;

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 the *Retail Customer's electricity retailer* that requests *us* to provide the relevant *connection*;

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 *QECMM*;

standard control service has the meaning given to that term in Chapter 10 of the *NER*;

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*;

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);

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technical and safety obligations means the obligations set out in:

- (a) the *QECMM*;
- (b) the *energy laws*;
- (c) relevant Australian Standards and codes of practice, including, without limitation, AS/NZS 3000 Wiring Rules;
- (d) any relevant construction manuals available on *our* website (www.ergon.com.au); and
- (e) the *metrology procedures*;

underground service line means an underground *service line* that extends no further into the *premises* than the maximum requirement stated in the *energy laws* and the *QECMM*; 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).

14. INTERPRETATION

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 (refer the glossary in clause 13) or the *energy laws* (in particular the *NER*).

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;
 - (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) examples are not exclusive;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- (f) 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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SCHEDULE 1 – BASIC CONNECTION SERVICES

New unmetered connections

(a) Relevant *basic connection services*

	Basic Connection Service	Availability of Basic Connection Service
UMS 1	<i>Connection of Retail Customer's approved unmetered device(s) (other than a watchman light) (not on an Ergon Energy pole)</i>	<p>This <i>basic connection service</i> is available where:</p> <ul style="list-style-type: none"> • there is an <i>available line</i> that is not supplied by a <i>SWER line</i>; and • the <i>connection application</i> is for us to establish a permanent unmetered physical link to <i>connect</i> one or more <i>Retail Customer-installed approved unmetered devices</i> stated in the <i>connection application</i> to our <i>distribution system</i> via a single phase <i>connection</i> at the <i>connection point</i>.
UMS 2	<i>Installation and connection of Retail Customer's approved unmetered device(s) on an Ergon Energy pole</i>	<p>This <i>basic connection service</i> is available where:</p> <ul style="list-style-type: none"> • there is an <i>available line</i> that is not supplied by a <i>SWER line</i>; and • the <i>connection application</i> is for us to install one or more <i>Retail Customer's approved unmetered devices</i> stated in the <i>connection application</i> and establish a permanent unmetered physical link to our <i>distribution system</i> via a single phase <i>connection</i> at the <i>connection point</i>.
UMS 3	<i>Procurement, installation and connection of watchman light(s) on an Ergon Energy pole</i>	<p>This <i>basic connection service</i> is available where:</p> <ul style="list-style-type: none"> • there is an <i>available line</i> that is not supplied by a <i>SWER line</i>; and • the <i>connection application</i> is for us to procure and install one or more <i>watchman lights</i> and 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> at the <i>connection point</i>.

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(b) *Ergon Energy works*

The above *basic connection services* involve *us* carrying out the following works:

- (i) the design and installation of the following *premises connection assets*:
 - (A) (if in an overhead reticulated area) – the design and installation of an *overhead service line* to the *connection point*, and the design and establishment of a permanent physical link at the *connection point* between the *premises* and *our distribution system* to allow the *connection* of the *approved unmetered device(s)* stated in the *connection application*;
 - (B) (if in an underground reticulated area) – the design and establishment of an *underground service line* to the *connection point* and a *service pillar* at the *connection point*, and the design and establishment of a permanent physical link at the *connection point* between the *premises* and *our distribution system* to allow the *connection* of the *approved unmetered device(s)* stated in the *connection application*;
- (ii) if *we* determine that it is required, the design and installation of certain minor *network augmentation* works, up to, but no greater than, the installation of a cross-road pole in accordance with the *QECMM* to facilitate the establishment of the above assets;
- (iii) for UMS2 – the installation of the *Retail Customer*-procured *approved unmetered device(s)* stated in the *connection application* on *our* pole; and
- (iv) for UMS3 – the procurement and installation of a *watchman light* in accordance with the *connection application* of a nature and type to be determined by *us*.

(c) *Retail Customer's activities*

The above *basic connection services* involve the following *Retail Customer's activities*:

- (i) for UMS 1:
 - (A) procuring the *approved unmetered device(s)* stated in the *connection application* and arrange for the installation of these in accordance with the *QECMM* and the *energy laws*;
 - (B) if required by *us*:
 - (I) arranging for the design and installation of a *consumer mains* (sized in accordance with AS/NZS 3000 Wiring Rules) between the *connection point* and the *approved unmetered device(s)* to allow the *connection* of the *approved unmetered device(s)* stated in the *connection application*; and
 - (II) arranging for the provision of a suitable 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 *approved unmetered device(s)* stated in the *connection application*; and

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- (C) upon installation of the *approved unmetered device(s)* stated in the *connection application*, arranging for:
 - (I) *your* electrical contractor to provide *us* with a *Form A*; and
 - (II) *your electricity retailer* to provide *us* with a *service order*.
- (ii) for UMS 2:
 - (A) procuring the *approved unmetered device(s)* stated in the *connection application* and providing these to *us*;
 - (B) agreeing with *us* on the siting and orientation of the *approved unmetered device(s)* stated in the *connection application*; and
 - (C) as soon as practicable after the date of this contract, arranging for *your electricity retailer* to provide *us* with a *service order*;
- (iii) for UMS 3:
 - (A) agreeing with *us* on the siting and orientation of the *watchman light(s)* stated in the *connection application*; and
 - (B) as soon as practicable after the date of this contract, arranging for *your electricity retailer* to provide *us* with a *service order*.