Model Standing Offer for Basic Connection Services:

metered load;
no micro embedded generating unit(s)
# Model Standing Offer for Basic Connection Services: metered load; no micro embedded generating unit(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:

(i) us designing, constructing and establishing any relevant premises connection assets set out in Schedule 0; and

(ii) if we are the metering provider for the connection point, installing and configuring metering equipment that we consider (acting reasonably) is appropriate and required, in accordance with the energy laws.

(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 (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 (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 (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:
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(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 (i)); or

(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 load stated in the connection application has 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 and you do not remedy this within 10 business days of us notifying you of the breach (provided that we are permitted to terminate this contract under the energy laws) – on the expiry of that 10 business day period;

(viii) if any approvals or access required for us to provide the relevant basic connection service (such as are referred to in clauses 8.1 and 8.2) 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; and

(ix) where the premises are being established as part of a subdivision and Ergon Energy had agreed with the relevant developer for the electrical reticulation within that subdivision to be established and for Ergon Energy’s distribution system to be augmented to include that electrical reticulation such that there will be an available line, and Ergon Energy considers that this is now not likely to occur – 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.

5. WHEN WILL THE SERVICES BE PROVIDED?

(a) Subject to clause (e), and provided that you have complied with this contract (including, without limitation, the obligations set out in clause 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) you have met the relevant obligations and prerequisites under clause 8; and

(II) (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; or

(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 will 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 (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;

(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.

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; and

(iv) 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.

(b) 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.

(c) We will comply with our obligations under this contract and under any relevant laws.

(d) 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.

(e) We may subcontract or assign our rights or obligations under this contract as we determine.

8. THINGS THAT YOU MUST DO

8.1 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) without limiting clause (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;
(c) provide copies of all such approvals to us when requested;

(d) 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;

(e) when taking electricity from our distribution system, not exceed the capacity of the supply fuse at that connection point (typically these fuses are rated around 80 amperes);

(f) ensure that the design and construction of any electrical assets on your side of the connection point complies with all relevant technical and safety obligations;

(g) ensure that any electrical works done by, or on behalf of, you are done by a qualified electrical contractor and comply with all relevant technical and safety obligations, and that any work to be performed by, or on behalf of, you on or near exposed electrical parts is undertaken by “authorised persons” and otherwise in accordance with the Electrical Safety Regulation 2013 (Qld); and

(h) give us a Form A confirming compliance with clauses (f) to (g) (inclusive).

8.2 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 1.1(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.

8.3 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.
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 premises 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 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.

(c) You acknowledge and agree that:

(i) as referred to in clause (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.

(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 No liability for indirect or consequential loss

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

10.4 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 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 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.

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);

**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 or connection alterations set out in Schedule 0, which involve the connection (or modification of the connection) of the premises to our low voltage distribution system at the connection point, where this is for no more than 80 amperes per phase and does not require any network augmentation of the distribution system, other than:

(a) an extension to the premises from the available line in accordance with the QECMM; or

(b) where the premises are being established as part of a subdivision and there is an agreement between Ergon Energy and the relevant developer for the establishment of electrical reticulation within that subdivision and for Ergon Energy’s distribution system to be augmented to include that electrical reticulation such that there will be an available line;

and excluding:

(c) the connection of micro embedded generating unit(s); or

(d) where there will be an unmetered connection point;

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);

customer 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;

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);

NER means the National Electricity Rules under the NEL;

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

NER (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 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);

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; and

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

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;
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(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.
## SCHEDULE 1 – BASIC CONNECTION SERVICES

1. **New metered connections**
   
   (a) Relevant *basic connection services*

<table>
<thead>
<tr>
<th>Basic Connection Service</th>
<th>Availability of Basic Connection Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Load 1</td>
<td>New Single Phase Load to 80 amperes</td>
</tr>
<tr>
<td></td>
<td>This <em>basic connection service</em> is available where:</td>
</tr>
<tr>
<td></td>
<td>- there is an <em>available line</em> that is not supplied by a <em>SWER line</em>; and</td>
</tr>
<tr>
<td></td>
<td>- the <em>connection application</em> is for the establishment of a permanent physical link to <em>connect</em> load up to 80 amperes via a single phase <em>connection</em>.</td>
</tr>
<tr>
<td>Load 2</td>
<td>New 2 Phase Load to 80 amperes per phase</td>
</tr>
<tr>
<td></td>
<td>This <em>basic connection service</em> is available where:</td>
</tr>
<tr>
<td></td>
<td>- there is a 3 phase <em>available line</em> that is not supplied by a <em>SWER line</em>; and</td>
</tr>
<tr>
<td></td>
<td>- the <em>connection application</em> is for the establishment of a permanent physical link to <em>connect</em> load up to 80 amperes per phase via a 2 phase <em>connection</em>.</td>
</tr>
<tr>
<td>Load 3</td>
<td>New 3 Phase Load to 80 amperes per phase</td>
</tr>
<tr>
<td></td>
<td>This <em>basic connection service</em> is available where:</td>
</tr>
<tr>
<td></td>
<td>- there is a 3 phase <em>available line</em> that is not supplied by a <em>SWER line</em>; and</td>
</tr>
<tr>
<td></td>
<td>- the <em>connection application</em> is for the establishment of a permanent physical link to <em>connect</em> load up to 80 amperes per phase via a 3 phase <em>connection</em>.</td>
</tr>
<tr>
<td>Load 4</td>
<td>New Single Phase Load to 80 amperes (Temporary)</td>
</tr>
<tr>
<td></td>
<td>This <em>basic connection service</em> is available where:</td>
</tr>
<tr>
<td></td>
<td>- there is an <em>available line</em> that is not supplied by a <em>SWER line</em>; and</td>
</tr>
<tr>
<td></td>
<td>- the <em>connection application</em> is for the establishment of a temporary physical link to <em>connect</em> load up to 80 amperes via a single phase <em>connection</em>.</td>
</tr>
<tr>
<td>Load 5</td>
<td>New 2 Phase Load to 80 amperes per phase (Temporary)</td>
</tr>
<tr>
<td></td>
<td>This <em>basic connection service</em> is available where:</td>
</tr>
<tr>
<td></td>
<td>- there is an <em>available line</em> that is not supplied by a <em>SWER line</em>; and</td>
</tr>
<tr>
<td></td>
<td>- the <em>connection application</em> is for the establishment of a temporary physical link to <em>connect</em> load up to 80 amperes per phase via a 2 phase <em>connection</em>.</td>
</tr>
<tr>
<td>Load 6</td>
<td>New 3 Phase Load to 80 amperes per phase (Temporary)</td>
</tr>
<tr>
<td></td>
<td>This <em>basic connection service</em> is available where:</td>
</tr>
<tr>
<td></td>
<td>- there is a 3 phase <em>available line</em> that is not supplied by a <em>SWER line</em>; and</td>
</tr>
<tr>
<td></td>
<td>- the <em>connection application</em> is for the establishment of a temporary physical link to <em>connect</em> load up to 80 amperes per phase via a 3 phase <em>connection</em>.</td>
</tr>
</tbody>
</table>
Model Standing Offer for Basic Connection Services: metered load; no micro embedded generating unit(s)

<table>
<thead>
<tr>
<th>Basic Connection Service</th>
<th>Availability of Basic Connection Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>amperes per phase via a 3 phase connection.</td>
</tr>
</tbody>
</table>

(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;

(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;

(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; and

(iii) where we are the relevant metering provider, the installation of metering equipment in accordance with clause (ii).

(c) Retail Customer’s activities

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

(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 your metering equipment;

(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;

(iii) arranging for the installation of suitable metering isolation links to individually isolate the metering equipment;

(iv) unless we are the relevant metering provider, contacting your electricity retailer to arrange for the installation of appropriate metering equipment (if required); and

(v) upon completion of the abovementioned activities, arranging for:

(A) your electrical contractor to provide us with a Form A; and

(B) your electricity retailer to provide us with a service order.
## Model Standing Offer for Basic Connection Services: metered load; no micro embedded generating unit(s)

### 2. Alterations to existing metered connections

#### (a) Relevant basic connection services

<table>
<thead>
<tr>
<th>Basic Connection Service</th>
<th>Availability of Basic Connection Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Load 7 Change from Single Phase to 2 Phase</td>
<td>This basic connection service is available where an available line (that is not supplied by a SWER line) is present to connect the additional phase for loads up to 80 amperes per phase.</td>
</tr>
<tr>
<td>Load 8 Change from 2 Phase to 3 Phase</td>
<td>This basic connection service is available where an available line (that is not supplied by a SWER line) is present to connect the additional phase for loads up to 80 amperes per phase.</td>
</tr>
<tr>
<td>Load 9 Change from Single Phase to 3 Phase</td>
<td>This basic connection service is available where an available line (that is not supplied by a SWER line) is present to connect the additional phases for loads up to 80 amperes per phase.</td>
</tr>
<tr>
<td>Load 10 Change from 3 or 2 Phase to Single Phase</td>
<td>This basic connection service is available where an available line (that is not supplied by a SWER line) is present to connect up to 80 amperes per phase.</td>
</tr>
<tr>
<td>Load 11 Change from 3 Phase to 2 Phase</td>
<td>This basic connection service is available where an available line (that is not supplied by a SWER line) is present to connect up to 80 amperes per phase.</td>
</tr>
</tbody>
</table>
| Load 12 Relocation of connection point | This basic connection service involves the relocation of the connection point where:  
  - the connection point on the national grid or the Mount Isa-Cloncurry supply network;  
  - the connection point is not supplied by a SWER line;  
  - the point at which the assets dedicated to the Retail Customer meet the shared part of the distribution system remains the same; and  
  - the length of the service line extends no more than the maximum length specified in the energy laws and the QECMM. |
| Load 13 Upgrading of legacy service lines | This basic connection service is available where:  
  - there is an existing connection that is located in either the national grid or the Mount Isa-Cloncurry supply network;  
  - the connection point is not supplied by a SWER line; and  
  - the connection application is for a change of the service line from legacy standards to current overhead service line standards in accordance with the QECMM, to connect load up to 80 amperes per phase. |
(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 a replacement or relocated *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*;
   
   (B) (if in an underground reticulated area) – the design and establishment of a replacement or relocated *underground service line* to the *connection point* and a replacement or relocated *service pillar* at the *connection point*, and the design and installation of a replacement or relocated permanent physical link at the *connection point* between the *premises* and our *distribution system*; and
   
   (ii) where *we* are the relevant *metering provider*, the installation of metering equipment in accordance with clause (ii).

(c) **Retail Customer’s activities**

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

(i) arranging for the design and installation of a replacement or relocated *consumer mains* (sized in accordance with AS/NZS 3000 Wiring Rules) between the *connection point* and the *Retail Customer’s* metering equipment;

(ii) if required, arranging for the provision of a replacement mains connection box, complete with house service connectors for the connection of any *overhead service line* to the *consumer mains*;

(iii) unless *we* are the relevant metering provider, contacting *your electricity retailer* to arrange for the installation of appropriate metering equipment (if required); and

(iv) upon completion of the abovementioned activities, arranging for:
   
   (A) *your electrical contractor* to provide *us* with a *Form A*; and
   
   (B) *your electricity retailer* to provide *us* with a *service order*. 