

Basic Connection Service Model Standing Offer:



Part of Energy Queensland

Connecting certain
micro embedded generating units
(i.e. inverter energy systems (IESs) 0-30 kVA)



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1. SCHEDULE – PREMISES-SPECIFIC DETAILS

1.1. Ergon Energy's details

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

1.2. Retail Customer's details

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

1.3. Premises and NMI

<i>Premises</i> that the <i>subject generator</i> is on	[autopopulated from the Portal]
<i>NMI</i>	[autopopulated from the Portal]

1.4. Export

The electricity *sent out* across the *connection point*:

- must be evenly balanced across each phase; and
- must not exceed the relevant limits set out in Item 1.8.

1.5. EG standard

Name of Standard	Applies when:
STNW1170 Standard for Small IES Connections	The aggregate capacity of all <i>generating units</i> that are <i>connected to our distribution system</i> at the <i>connection point</i> does not exceed 30 kVA and the <i>connection point</i> is <i>low voltage</i> .

The above *EG standard* is available on our website (www.ergon.com.au).

1.6. Estimated costs

The *connection charges* payable for the provision of the *connection service* are described in clause 9.

1.7. Location of connection point

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

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1.8. Basic connection services

EG 1: main grid 0-30 kVA	<p>This <i>basic connection service</i> is available for the <i>connection</i> of one or more new <i>micro embedded generating units</i> (or the modification of a <i>connected generating system</i> comprising such <i>micro embedded generating units</i>) where:</p> <ul style="list-style-type: none">• (existing connection to available main grid line) there is an existing single-phase, 2-phase or 3-phase <i>connection</i> (with a <i>NMI</i>) between the <i>premises</i> and an <i>available line</i> (other than a <i>SWER line</i>) in <i>our distribution system</i>; and• (capacity/export restrictions) the <i>connection/modification</i> will result in the following at the <i>connection point</i>:<ul style="list-style-type: none">○ (inverter capacity) a total <i>inverter</i> capacity of no more than 10 kVA per phase; and○ (maximum export) <i>export</i> of no more than 5 kW per phase.
EG 2: SWER line 0-20 kVA	<p>This <i>basic connection service</i> is available for the <i>connection</i> of one or more new <i>micro embedded generating units</i> (or the modification of a <i>connected generating system</i> comprising such <i>micro embedded generating units</i>) where:</p> <ul style="list-style-type: none">• (existing connection to available SWER line) there is an existing single-phase or split-phase <i>connection</i> (with a <i>NMI</i>) between the <i>premises</i> and an <i>available line</i> that is a <i>SWER line</i> in <i>our distribution system</i>; and• (capacity/export restrictions) the <i>connection/modification</i> will result in the following at the <i>connection point</i>:<ul style="list-style-type: none">○ (inverter capacity) a total <i>inverter</i> capacity of no more than 10 kVA per phase; and○ (maximum export) <i>export</i> of no more than 2 kW in total.

2. WHO ARE THE PARTIES TO THIS CONTRACT?

This contract is between:

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

3. DEFINED TERMS

Terms used in the contract and italicised (other than in respect of pieces of legislation) are either defined in clause 18 or, if not defined there, in the *energy laws* (in particular the *NER*).

4. WHAT DOCUMENTS MAKE UP THIS CONTRACT?

- (a) This *connection establishment contract* includes the terms of the *connection application*, *connection offer* letter and this *model standing offer*.
- (b) This contract supplements, but (except in relation to the *interconnection*) does not modify, *your ongoing connection contract* with *us* for the *premises*.
- (c) To the extent permitted by law, this contract prevails over any inconsistent terms in the *ongoing connection contract*.
- (d) Nothing in this contract affects the operation of, or any rights, entitlements and obligations under, any law or *approval* in connection with the *subject generator*.

5. WHAT SERVICES IS THIS CONTRACT FOR?

- (a) *We* will provide *you* with the relevant *basic connection service* set out in the Schedule, provided *you* comply with this contract (and, except in the case of *expedited connections*, the specifications set out in the *connection offer* letter).
- (b) *You* are responsible for contacting *your electricity retailer* to arrange for relevant metering equipment to be installed and/or reconfigured in accordance with the *energy laws*.
- (c) This contract does not apply to:

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- (i) the ongoing *connection of your premises to our distribution system* or the supply of electricity to those *premises*, which is covered by an *ongoing connection contract* between *you* and *us*;
- (ii) the sale of electricity to *your premises*, which is covered by a negotiated or deemed contract between *you* and *your electricity retailer*; or
- (iii) the sale of electricity generated by any *generating units connected to our distribution system at your connection point*.

6. WHEN DOES THIS CONTRACT START AND FINISH?

- (a) This contract starts either:
 - (i) **(expedited)** if in *your connection application* you asked for an *expedited connection* and confirmed that this *model standing offer* was acceptable, and we are satisfied that the *connection application* is for a *connection service* under this *model standing offer* – when we received *your connection application* (in which case Items 1.2 and 1.3 of the Schedule are deemed to be completed based on the corresponding information in the *connection application*); or
 - (ii) **(non-expedited)** if clause 6(a)(i) does not apply – when we received *your* acceptance of the relevant *connection offer*, provided this was within the timeframe for acceptance set out in the *connection offer* letter.
- (b) To be a *connection service* under this *model standing offer*, there must be an *available line*. We will advise *you* within 10 *business days* of receiving *your connection application* whether the requested service:
 - (i) is a *connection service* under this *model standing offer* (in which case this contract will commence in accordance with clause 6(a)); or
 - (ii) is not a *connection service* under this *model standing offer* (in which case this contract will not be relevant, and *you* will need to go through the negotiated process to enter into a negotiated *connection establishment contract* to get the services requested in *your connection application*).
- (c) Without limiting anything else in this contract, *you* must not take any action that might affect *our distribution system* until we are satisfied that the *connection application* is for a *connection service* under this *model standing offer*.
- (d) This contract will end (and the consent in clause 8(e) will be withdrawn):
 - (i) if we determine that any *network augmentation* works are required other than works that we consider to be minor works or those that are set out in the *connection service* (in which case the parties must enter into a negotiated *connection establishment contract* for the services) – when we notify *you* of this;
 - (ii) if we consider that the information in the *connection application* is materially incomplete, false or misleading – when we notify *you* of this;
 - (iii) if we become aware that the *generating units* on *your* side of the *connection point* do not match the details of the *subject generator* or any previously-approved *generating system* comprising *micro embedded generating units*;
 - (iv) if the requested services are not of a kind contemplated by this contract – when we notify *you* of this;
 - (v) if *you* have not complied with the requirements of clause 8 within the relevant timeframes – when each of those timeframes expires (note that we may agree to extend this period by up to 65 *business days* in special circumstances);
 - (vi) if *your ongoing connection contract* ends – when that contract ends;
 - (vii) if *you* and *we* enter into a replacement contract for *us* to provide the same or similar *connection services* for the same *premises* – when that replacement contract takes effect; and

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- (viii) if you breach this contract or any part of any *generating unit connected to our distribution system* at the *connection point* fails to comply with the *technical and safety obligations* or otherwise represents a hazard or risk to *our distribution system* and you do not remedy this within 10 *business days* of us notifying you of the breach (provided that we are permitted to terminate this contract under the *energy laws*) – on the expiry of that 10 *business day* period.
- (e) If this contract ends:
 - (i) we may *disconnect*, dismantle, decommission and remove any of *our* assets that are only relevant to the *connection service*;
 - (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*; and
 - (iii) you must ensure that:
 - (A) if the *subject generator* is a new *generating system*, it is promptly either *de-energised* or reconfigured so that it does not *connect* to *our distribution system*, and is not *reconnected* without *our* prior written consent (which will take the form of a new agreement); and
 - (B) if the *subject generator* is an amendment to an existing *generating system*, that such *generating system* is promptly restored to its previously approved status (or, if this is impractical, that it is treated as if it were a new *generating system* under clause 6(e)(iii)(A)).

7. WHEN WILL THE SERVICES BE PROVIDED?

- (a) Subject to clause 7(e), and provided that you have complied with this contract (including, without limitation, the obligations set out in clause 11), we will use *our* best endeavours to:
 - (i) start providing the *connection service* to you on:
 - (A) if we have agreed a date with you – that date; or
 - (B) if we have been unable to agree dates with you – one *business day* after you have met the relevant obligations and prerequisites under clauses 8 and 11; and
 - (ii) subject to you complying with this contract, finish providing the *connection service* to you by:
 - (A) if we have agreed a date with you – that date;
 - (B) if we have not agreed a date with you and the *connection service* does not require any extension of, or *network augmentation* to, the *distribution system* – at the end of the period set out in clause 3.7.3 of the *Electricity Distribution Network Code*, a copy of which is available on the website of the Queensland Competition Authority (www.qca.org.au); 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 7(a):
 - (i) we do not have to start providing the *connection service* until you have obtained any relevant *approvals*;

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- (ii) we do not have to start providing the *connection service* until you have complied with clause 11.2;
- (iii) we do not have to finish providing the *connection service* until you have complied with your obligations under this contract; and
- (iv) if we become aware of any material information or circumstances (including, without limitation, any inaccuracy in the *connection application* or anything that is discovered at or near the *premises* that will affect the relevant works or provision of the *connection service*) which, had we known of it before this contract started, would have resulted in us not entering this contract, then we may take such reasonable actions as we consider appropriate in the circumstances.

8. PROCESS FOR CONNECTION

- (a) You must not *interconnect* the *subject generator* with our *distribution system* except in accordance with this clause 8.
- (b) You must do the following:
 - (i) arrange for a full or provisional *accredited installer* to design and install the *subject generator* in accordance with the *EG standard* and the *QECM*;
 - (ii) where the *EG standard* requires the *subject generator* to be tested and commissioned to ensure phase balance protection, arrange for this to be certified by an *RPEQ*;
 - (iii) contact your *electricity retailer* to:
 - (A) ensure that they consent to the *subject generator* being installed;
 - (B) if required, arrange for appropriate metering equipment to be installed in accordance with relevant *energy laws* and the *QECM*;
 - (C) unless otherwise agreed with us, program the metering equipment to net off the *exported* electricity against the usage; and
 - (D) if the meter at your *premises* is an electromechanical meter, ensure that the *subject generator* is switched off at the AC supply isolating switches until your *electricity retailer* has confirmed that the metering equipment at the *premises* has been modified or reconfigured to comply with the *energy laws*; and
 - (E) issue us with a *service order* for the *connection*;
- (c) You must, within 65 *business days* of receiving this advice, submit the *electrical work request* (containing the "Connect" reference number and confirming compliance with clauses 11.2(f) and 11.2(g)) to us through our online portal at <https://epp.ergon.com.au/epp>.
- (d) You must ensure that the *subject generator* complies with this contract, including, without limitation, the *technical and safety obligations*.
- (e) Subject to your compliance with this clause and the remainder of this contract, we consent to the *interconnection* of the *subject generator*.

9. HOW MUCH WILL THIS COST?

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

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- (ii) *alternative control services* – which are an additional charge. These are described in our *ACS Price List* and set out in our *network tariff tables* (which are both available on our website (www.ergon.com.au)). Please note that these charges can include pre-connection services, connection services and post-connection services, among other things.
- (c) Please contact *us* if *you* have any further questions about which *connection charges* are relevant to *you*.
- (d) *We* will issue tax invoices for any charges that are incurred in connection with providing the *connection service*. If *we* send the invoice to *your electricity retailer*, *your electricity retailer* may recover the relevant charges from *you*. If *we* send the invoice to *you*, *you* must pay *us* in accordance with the invoice.
- (e) Subject to any *energy laws*, *you* are not entitled to receive any payment, credit or offset from *us* under this contract in respect of any electricity generated by the *subject generator*.
- (f) The *energy laws* may let *us* charge *our* customers for using *our distribution system* and/or any other electricity networks for the *interconnection* of, and/or *export* from, the *subject generator*. If so, *we* will charge in accordance with the *energy laws*.

10. THINGS THAT WE CAN AND/OR MUST DO

- (a) *We* must:
 - (i) in accordance with the *energy laws* and the *QECM*, undertake the relevant *Ergon Energy activities* required to provide the *connection service*; and
 - (ii) give *you* any information *you* reasonably ask *us* in writing for about *your connection* that is in *our* possession or control, as soon as reasonably practical following that request, in accordance with relevant privacy and right to information laws.
- (b) Even if the *connection service* permits the *export* of electricity into *our distribution system*, this consent is not a representation by *us* or a guarantee from *us* that any *generating system* on *your* side of the *connection point* will, at all times:
 - (i) generate electricity for *your* use at the *premises*; or
 - (ii) be able to *export* generated electricity into *our distribution system*.
- (c) Provided *we* act reasonably, *we* may determine the design, specifications and any other parameters for the *connection service*.
- (d) *We* will comply with *our* obligations under this contract and under any relevant laws.
- (e) *Our* obligations extend down to the *connection point* (as defined by *us*) and not beyond.
- (f) *We* may carry out any other works or other activities required to deal with an emergency as part of providing the *connection service*.
- (g) *We* may *disconnect* any *generating systems* connected to *our distribution system* at the *connection point*:
 - (i) if any required *approval* in respect of the *generating system* is not held;
 - (ii) for health and safety reasons or in an emergency;
 - (iii) if required to do so at the direction of any *authority*; or
 - (iv) in accordance with any other right or entitlement that *we* have to *disconnect* the *generating system* under any laws or agreements with *you*, including this contract.
- (h) Some obligations placed on *us* under this contract may be carried out by a third party. If an obligation is placed on *us* to do something under this contract, then:
 - (i) *we* are deemed to have complied with the obligation if another person does it; and
 - (ii) if the obligation is not complied with, *we* are still liable to *you* for the failure to comply with this contract.

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11. THINGS THAT YOU MUST DO

11.1. General

- (a) You must not:
- (i) without first making a new *connection application* to us and, where relevant, entering into a relevant agreement with us:
 - (A) install any new *generating unit(s)* or upgrade or change (other than by way of a like-for-like replacement under warranty) any *generating unit(s)*;
 - (B) install any new battery storage or upgrade or change any battery storage capacity; or
 - (C) install any new *inverters* or upgrade or change any *inverter* capacity, other than as set out in *your connection application*; or
 - (ii) *export* any electricity generated by any *generating unit(s)* other than as set out in this contract (and then only in accordance with the *technical and safety obligations*).
- (b) If the *connection service* does not permit *export*, you must ensure that the *subject generator* does not *export* more than the minimal amount of electricity into *our distribution system* that is allowable under the *technical and safety obligations*.
- (c) If the *connection service* is for *export*, you acknowledge that *our distribution system*:
- (i) will not always be able to receive electricity generated by any *generating system* on *your side* of the *connection point*; and
 - (ii) may sometimes cause *your inverter* to trip off,
- and that we have no obligation to keep you informed about these situations.

11.2. Technical requirements

You must:

- (a) arrange for the *Retail Customer's activities* (and any other activities necessary to allow us to provide the *connection service*) to be carried out at *your own risk and expense*;
- (b) other than as approved under this contract, not allow the attachment of anything to, or any interference with, *our equipment*;
- (c) without limiting clause 11.2(a), obtain any relevant *approvals* and access rights for you to carry out the *Retail Customer's activities* and for us to carry out the *Ergon Energy activities*, at *your own risk and expense*;
- (d) give us copies of all such *approvals* when we ask;
- (e) where any of the *Retail Customer's activities* could impact on *our distribution system*:
 - (i) not start any such activities until this contract is in force; and
 - (ii) only carry out such activities in accordance with this contract;
- (f) ensure that anything (including, without limitation, the *subject generator*) connected to *our distribution system* at the *connection point*, and any metering equipment at *your premises*, is designed, constructed, operated and maintained to comply with all relevant *technical and safety obligations*, *good electricity industry practice*, all relevant laws (including any *energy laws* and *safety laws*) and relevant *approvals*;
- (g) ensure that any electrical works done by, or on behalf of, you are done by a qualified electrical contractor and comply with all relevant *technical and safety obligations*, and that any work to be performed by, or on behalf of, you on or near exposed electrical parts is undertaken by "authorised persons" and otherwise in accordance with the *Electrical Safety Regulation 2013* (Qld);
- (h) ensure that all *generating unit(s)* connected to *our distribution system* are inspected and maintained by an appropriately qualified person in accordance with either the manufacturer's

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recommendations, or, if there are no such recommendations, *good electricity industry practice*;

- (i) upon reasonable request, allow *us* to carry out an inspection of the *subject generator* to confirm that it complies with this contract; and
- (j) comply with any request by *us* for any *generating units* on *your* side of the *connection point* to be *de-energised* at the AC isolator switch/es or physically *disconnected* from *our* *distribution system* for operational reasons or for planned maintenance.

11.3. Access requirements

- (a) *You*:
 - (i) consent to *us* and *our representatives*, (together with any plant, equipment or vehicles) having non-exclusive access to land and improvements controlled by *you* (including, without limitation, to the main switchboard) in connection with the *connection service* (including to confirm compliance with the *technical and safety obligations* or to install any plant or equipment on the *premises*), this contract, the *energy laws* and the *safety laws*;
 - (ii) must ensure that *we* and *our representatives* can access the above land and improvements in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and
 - (iii) must accommodate on *your premises*, and protect from harm, all plant and equipment installed on the *premises* that is necessary for the *connection* or is installed under this contract.
- (b) For the avoidance of doubt, the access rights under this clause survive the initial works.

11.4. Acknowledgements

You acknowledge and agree that:

- (a) *our* consent has been given on fair and reasonable terms; and
- (b) *you* are responsible for all costs in connection with any *generating units connected* to *our* *distribution system* at the *connection point* and *your* obligations under this contract, unless otherwise expressly set out in this contract.

11.5. Information you must give us

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

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- (f) You should quote *our* "Connection" reference number set out on the cover page in all communications with *us*.

12. INSPECTIONS

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

13. LIABILITY

13.1. General

- (a) This clause 13 survives the expiry or earlier termination of this contract.
- (b) Despite any provision of this contract (but subject to clauses 13.2 to 13.5), *we* will not be liable to *you*:
- (i) in connection with any delays to the progress or completion of the *Ergon Energy activities* for any reason, to the full extent permitted by law;
 - (ii) in relation to the installation and operation of any *generating units* on *your* side of the *connection point*;
 - (iii) in connection with *our distribution system* being unable to accept *exported* electricity from any *generating units* located on *your* side of the *connection point* for any reason (including in respect of the Queensland Government Solar Bonus Scheme); or
 - (iv) if the operation of *our distribution system* results in any *generating units* on *your* side of the *connection point* tripping off (unless otherwise required by law),
- except to the extent that this is the result of *our* failure to observe *good electricity industry practice*, or *our* negligence, bad faith, wilful misconduct, fraud, breach of laws or failure to comply with any relevant *approval* or this contract, and *you* release *us* from any claims by *you* in respect of such.
- (c) *Our* obligations in respect of the operation of *our distribution system* are set out in the *energy laws* and *we* are not responsible for any adverse effects on anything *connected* to *our distribution system* at the *connection point* that may be caused by:
- (i) *our distribution system* operating in compliance with *energy laws*; or
 - (ii) the operation of electrical equipment on *your* side of the *connection point*.
- (d) *You* acknowledge and agree that, as referred to in clause 5(c)(i), this contract does not apply to the ongoing *connection* of *your premises* to *our distribution system* or the supply of electricity to those *premises*, and:
- (i) any liability that *we* may have to *you* in relation to any losses *you* may suffer because of:
 - (A) problems with the ongoing *connection* of *your premises* to *our distribution system* or the quality of supply of electricity to *your premises* (such as power surges and drops); or

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- (B) interruptions to, or failures of, the supply of electricity to *your premises*; or
- (ii) any other matter that is governed by that *ongoing connection contract*,
is governed solely by the *ongoing connection contract*, and we are not liable to *you* under this contract for any of those matters, and *you* release *us* from any claims by *you* under this contract in respect of such.

13.2. Competition and Consumer Act and other guarantees

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

13.3. Indemnity

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

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

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

13.4. No liability for indirect or consequential loss

Notwithstanding any other provision of this contract (except for clause 13.1(d)(i)), neither party is liable to the other under, or in connection with, this contract or under contract, tort (including negligence), breach of statute or other cause of action at law or in equity for any of the following:

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

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

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13.5. Contributory negligence

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

14. COMPLAINTS AND DISPUTE RESOLUTION

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

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

Phone: 1800 662 837

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

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

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

15. OWNERSHIP

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

16. GST

- (a) The amount payable for the *connection service* and any other amounts payable under this contract, may be stated to be exclusive or inclusive of GST. Clause 16(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.

17. GENERAL

- (a) **(governing law)** This contract is governed by Queensland law and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any relevant appellate courts.
- (b) **(amendment)** This contract can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (c) **(assignment)** *You* must not assign or novate all or part of this contract, or transfer the ownership of the *subject generator* to any other person, without *our* prior written consent, which will not be unreasonably withheld, but which will be conditional on the relevant entity assuming *your* obligations under this contract. *We* may subcontract or assign *our* rights or obligations under this contract as *we* determine.

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- (d) (**advice to prospective owners**) You must advise any prospective subsequent owner of the *subject generator* about this contract and the requirement under clause 17(c) for that entity to assume the obligations of this contract.
- (e) (**cooperation**) Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this contract.
- (f) (**privacy**) We will comply with all relevant privacy laws and *our* privacy policy (which is available on *our* website (www.ergon.com.au)) in relation to *your* personal information, and *you* may contact *us* about this using the relevant contact details set out on *our* website (www.ergon.com.au).
- (g) (**confidentiality**) You must keep this contract, and the terms of all dealings with *us* in connection with this contract, confidential, and must also comply with any relevant confidentiality provisions in the *energy laws*.
- (h) (**accrued rights**) Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.
- (i) (**entire agreement**) This contract contains the entire agreement between the parties about its subject matter and replaces any previous discussions about that subject matter.
- (j) (**waiver**) Rights may only be waived in writing and signed by the party giving the waiver, and no other conduct of a party waives, or prevents the exercise of, the right. Also, a waiver on one or more occasions does not waive that right if it arises again, and the exercise of a right does not prevent any further exercise of that right or of any other right.
- (k) (**non-exclusive rights**) Any right that a person may have under this contract is in addition to, and does not replace or limit, any other right that the person may have.
- (l) (**inconsistencies with the law**) For any inconsistencies between this contract and other material, subject to clause 17(k), obligations under the laws prevail over inconsistent obligations in this contract (provided that where the *energy laws* and this contract prescribe different standards (or ranges of standards) *you* must ensure compliance with the most stringent of these), and obligations under this contract prevail over any other document or agreement between the parties.
- (m) (**survival**) Termination or expiry of all or part of this contract does not affect clause 6(e), any rights that arose before the termination or expiry, or that otherwise relate to any breach or non-observance of this contract occurring before termination or expiry, or that relate to this clause and any provisions concerning GST, compliance with laws, liability, indemnity, dispute resolution and confidentiality.
- (n) (**severance**) Any provision of this contract that is unenforceable or partly unenforceable is to be severed to the extent necessary and possible to make this contract enforceable, unless this would materially change the intended effect of this contract.
- (o) (**electronic signing**) Each party consents to the electronic signing of this contract by the other, as provided for in the *connection offer* letter.
- (p) (**authorised representative**) Each person executing this contract as an authorised representative declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.
- (q) (**counterparts**) This contract may be executed in counterparts (where a counterpart may comprise a copy of this contract that has been printed from a facsimile or email transmission), and all executed counterparts constitute one document. A party may rely on a copy of this contract that has been executed by another party to the same extent as if it was an original of this contract executed by that other party.

18. GLOSSARY

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

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accredited installer means a person who holds Clean Energy Council accreditation for competence in designing and/or installing *embedded generating units*;

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

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

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

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

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

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

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

basic connection service means a *basic micro EG connection service* that comprises a *connection alteration* to permit the *connection* of the *subject generator* to *our low voltage distribution system* at the *connection point*, where this does not require any *network augmentation* of the *distribution system*;

basic micro EG connection service has the meaning given to that term in the *NER*;

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

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

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

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

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

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

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

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

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

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

EG standard means the applicable standard set out in Item 1.5 of the Schedule;

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

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

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

embedded generating units means *generating units* that are *connected* to an electricity distribution network;

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

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

Ergon Energy activities means the provision of consent to the *interconnection* of the *subject generator* with *our distribution system*;

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

export means the supply of electricity from the *premises* across the *connection point* into *our distribution system*;

generating system means a system comprising one or more *generating units* and, in respect of any obligations on *you*, means any *generating systems* that are present on *your* side of the *connection point* that are *interconnected* with *our distribution system*;

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

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

interconnected means where a *generating system* is (directly or indirectly) electrically connected to *our distribution system* such that the component *generating units* are operating in parallel with *our distribution system* (regardless of whether the *generating system* does, or does not, *export* into *our distribution system*);

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

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

micro embedded generating unit means an *embedded generating unit* that is of a kind contemplated by AS/NZS 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 *us*; and
- (c) subject to economic regulation;

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

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

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

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

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

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

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

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

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

premises means the premises set out in Item 1.3 of the Schedule;

QECM means:

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

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

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

Retail Customer's activities means:

- (a) the obligations imposed on *you* in clause 8;
- (b) ensuring that anything *connected* to *our distribution system* at the *connection point* complies with the *QECM*; and
- (c) all items necessary and incidental to the completion of such activities, including obtaining any *approvals* or access rights for such work;

RPEQ means an engineer registered with the Board of Professional Engineers under the *Professional Engineers Act 2002* (Qld) in the area of electrical engineering;

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

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

subject generator means the new or modified *generating system* described in *your connection application*, provided that:

- (a) the component *generating units* are of a kind contemplated by AS/NZS 4777 (Grid connection of energy systems via inverters); and
- (b) the aggregate capacity of all *generating units connected* to *our distribution system* at the *connection point* will not exceed 30 kVA;

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); and

technical and safety obligations means the obligations set out in:

- (a) the *QECM*;

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- (b) the *energy laws* and the *safety laws*; and
- (c) the *EG standards*.

19. INTERPRETATION

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

- (a) headings are for convenience and do not affect interpretation;
- (b) a reference to:
 - (i) any law is to that legislation (including subordinate legislation) as amended or replaced;
 - (ii) the *EG standard* refers to that version of the *EG standard* current as at the date of this contract;
 - (iii) a clause, schedule or appendix is a reference to that part of this contract;
 - (iv) subject to clause 19(b)(ii), 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;
 - (v) a party includes a permitted substitute or assignee of that party;
 - (vi) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
 - (vii) anything (including a right, obligation or concept) includes each part of it; and
 - (viii) a day is to a calendar day and a month is to a calendar month;
- (c) a singular word includes the plural, and vice versa;
- (d) grammatical forms of a defined word or phrase have a corresponding meaning;
- (e) examples are not exclusive;
- (f) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- (g) if a day on or by which a party must do something under this contract is not a *business day*, the person must do it on or by the next *business day*.

20. MULTIPLE PARTIES

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