

# Deemed standard connection contract: (normal meters)



# Deemed Standard Connection Contract (normal meters)



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## 1. Preamble

This contract is about the services, which cover the connection of the *premises* to *our* distribution system, and the *energy* supplied to the *premises*. These services are called *customer connection services*.

In addition to this contract, *we* are required to comply with *energy laws* and other consumer laws in *our* dealings with *you*.

*You* also have a separate contract with *your retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)).

## 2. The parties

This contract is between:

- (a) *Ergon Energy Corporation Limited* ABN 50 087 646 062, who provides *you* with *customer connection services* at the *premises* (in this contract referred to as *we*, *our* or *us*); and
- (b) *You*, the *Customer* to whom this contract applies (in this contract referred to as *you* or *your*).

## 3. Definitions and interpretation

- (a) Terms used in this contract have the same meanings as they have in the *National Energy Retail Law* and the *National Energy Retail Rules* (the *Rules*). However, for ease of reference, a simplified explanation of some terms is given in the Schedule at the end of this contract.
- (b) Where a simplified explanation in the Schedule differs from the definition in the *National Energy Retail Law* and/or the *Rules*, the definition in the *National Energy Retail Law* and/or the *Rules* (as relevant) prevails.

## 4. Do these terms and conditions apply to *you*?

### 4.1. These are *our* terms and conditions

This contract sets out the terms and conditions for the *standard connection contract* for *customers* under the *National Energy Retail Law* and the *Rules*.

### 4.2. Does this contract apply to *you*?

This contract applies to *you* if:

- (a) the *premises* are connected to *our* distribution system;
- (b) *you* do not have another *customer connection contract* with *us* for those *premises*; and
- (c) *you* do not have a *card-operated meter*.

### 4.3. What if I need a *new connection*?

If *you* require a *new connection*, or an alteration to *your* existing connection (a *connection alteration*), *we* will provide *you* with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will, if *you* agree to the connection offer, form additional terms and conditions to this contract.

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## 4.4. Electricity contract

This *standard connection contract* applies only to electricity, as *our* distribution system is an electricity distribution system.

## 5. What is the term of this contract?

### 5.1. When does this contract start?

If the *premises* are connected to *our* distribution system, this contract starts on the date when *you* start to take supply of *energy* at those *premises*.

### 5.2. When does this contract end?

- (a) This contract ends:
- (i) subject to clause 5.2(b): if *your retailer* notifies *us* that the supply of *energy* to the *premises* is to be *disconnected* (a “termination notice”) – on the date the *premises* are *disconnected* (even if *you* have vacated the *premises* earlier);
  - (ii) if *you* start receiving a supply of *energy* for the *premises* under a different *customer connection contract* – on the date that contract starts;
  - (iii) if a different *customer* starts receiving a supply of *energy* for the *premises* – on the date the connection contract of that *customer* starts;
  - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
  - (v) 10 *business days* after the *premises* have been *disconnected* under the *Rules*, if *you* have not within that period asked *your retailer* to reconnect the *premises* and met the requirements in the *Rules* for reconnection.
- (b) If *your retailer* gives *us* a termination notice but *you* do not give safe and unhindered access to the *premises* to conduct a final meter reading (where relevant), this contract will not end under clause 5.2(a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the ending of this contract.

## 6. Scope of this contract

### 6.1. What is covered by this contract?

- (a) Under this contract *we* agree to provide *customer connection services* at the *premises*. *We* also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) Charges for customer connection services will be billed to *you* by your retailer under your contract with your retailer.

### 6.2. Sale of *energy* not covered by this contract

This contract does not cover the sale of *energy* to the *premises*. This is the role of *your retailer*.

### 6.3. Services and your connection point

- (a) *We* must provide, install and maintain equipment for the provision of *customer connection services* at the *premises* safely and in accordance with the *energy laws*.
- (b) *Our* obligations extend up to the *connection point* where *energy* is to be supplied to the *premises* (as defined by *us*) and not beyond.

### 6.4. Guaranteed service levels

- (a) If *you* are a *small customer*, *we* are required under the laws of Queensland to meet certain guaranteed service levels (the *Queensland GSL scheme*). These

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requirements are set out in the *Electricity Distribution Network Code* and *our* distribution authority. If we do not meet a relevant guaranteed service level and *you* are entitled to a payment under those laws, we will use *our* best endeavours to make a payment to *you* in accordance with the relevant laws.

- (b) Nothing in this contract limits *our* obligations to make payments in accordance with the *Queensland GSL scheme*.

## 7. Your general obligations

### 7.1. Full information

*You* must give *us* any information we reasonably require for the purposes of this contract. The information must be correct, and *you* must not mislead or deceive *us* in relation to any information provided to *us*.

### 7.2. Updating information

*You* must promptly:

- (a) inform *your retailer* of any change to *your* contact details;
- (b) inform *your retailer* of any change that *you* are aware of that materially affects access to *your* meter or to other equipment involved in providing *customer connection services* at the *premises*;
- (c) inform *us* of any proposed change that *you* are aware of in plant or equipment (including metering equipment), or any change to the capacity or operation of connected plant or equipment, that may affect the quality, reliability, safety or metering of the supply of *energy* to the *premises* or the *premises* of any other person; and
- (d) inform either *your retailer* or *us* of any permanent material change to the *energy* load or pattern of usage at the *premises*.

### 7.3. Your obligation to comply with energy laws and our requirements

*You* must comply with:

- (a) the *energy laws* relating to the provision of *customer connection services* that we provide to the *premises* under this contract; and
- (b) *our* reasonable requirements under the *energy laws*, including *our* service and installation rules. This includes a requirement that *you* provide and maintain at the *premises* any reasonable or agreed facility required by *us* to provide *customer connection services* to the *premises*.

### 7.4. Life support equipment

- (a) If a person living or intending to live at the *premises* requires *life support equipment*, *you* must:
  - (i) register the *premises* with *your retailer* or with *us*; and
  - (ii) provide *medical confirmation* for the *premises*.
- (b) Subject to satisfying the requirements in the *Rules*, the *premises* may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to *us* or *your retailer*.
- (c) *You* must tell *us* or *your retailer* if the *life support equipment* is no longer required at the *premises*.
- (d) If *you* tell *us* that a person living or intending to live at the *premises* requires *life support equipment*, we must give *you*:
  - (i) at least 50 *business days* to provide *medical confirmation* for the *premises*;

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- (ii) general advice that there may be *distributor planned interruptions, retailer planned interruptions* or *unplanned interruptions* to the supply of *energy* to those *premises*;
- (iii) at least 4 *business days*' notice in writing of any *distributor planned interruptions* to the supply of *energy* to the *premises*, unless we have obtained *your* explicit consent to the *interruption* occurring on a specified date;
- (iv) information to help *you* prepare a plan of action in case of an *unplanned interruption*; and
- (v) emergency telephone contact numbers.

## 7.5. Obligations if you are not an owner

If *you* cannot meet an obligation relating to the *premises* under this contract because *you* are not the owner, *you* will not be in breach of the obligation if *you* take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

## 7.6. Small generators (including solar panels)

- (a) If any *small generators* are connected to *our* distribution system at the *premises*, *you* must, when *you* start to take a supply of *energy* under this contract, ensure that the applicable standards (being one of:
  - (i) the joint *Ergon Energy/Energex* document entitled "Connection Standard: Micro Embedded Generating Units (0 - ≤30 kVA)", reference STNW1170; or
  - (ii) the joint *Ergon Energy/Energex* document entitled "Standard for Connection of Embedded Generating Systems (>30 kW to 1,500 kW) to a Distributor's LV Network", reference STNW1174,each of which is available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)) are complied with in operating and maintaining that generator.
- (b) If *you* no longer want to keep a *small generator* at the *premises* connected to *our* distribution system, *you* must apply to *us* for a *connection alteration* so that any necessary alterations to the connection can be made.
- (c) If *you* want to connect a generator of any kind to *our* distribution system (for example, a solar panel), *you* must apply for a *connection alteration* under the *National Electricity Rules*. We will provide *you* with a copy of the relevant additional terms and conditions at the time when we make *our* connection offer.

## 8. Wrongful and illegal use of energy

### 8.1. Illegal use of energy or interference

*You* must not, and *you* must take reasonable steps to ensure others do not:

- (a) illegally use *energy* supplied to the *premises*;
- (b) interfere or allow interference with any of *our* equipment at the *premises*, except as may be permitted by law;
- (c) use the *energy* supplied to the *premises* or any *energy* equipment in a manner that:
  - (i) unreasonably interferes with the connection of, or supply of *energy* to, another *customer*; or
  - (ii) causes damage or interference to any third party;
- (d) use *customer connection services* provided by *us* in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

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## 8.2. Consequences of wrongful or illegal use

If *you* do not comply with clause 8.1 above, we may, in accordance with the *energy laws*, take any or all of the following actions:

- (a) estimate the amount of *energy* obtained wrongfully or illegally and take debt recovery action against *you* for that amount;
- (b) undertake (or agree that *you* undertake) any necessary rectification work at *your* cost; and
- (c) arrange for the immediate *disconnection* of the *premises*.

## 9. Our liability

- (a) The quality and reliability of *your* electricity supply is subject to a variety of factors that may be beyond *our* control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to *you*, about the condition or suitability of *energy*, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the *National Energy Retail Law* excludes *our* liability for any loss or damage *you* suffer as a result of any total or partial failure to supply *energy* to the *premises*, which includes any loss or damage *you* suffer as a result of the defective supply of *energy*.

## 10. Access to the *premises*

### 10.1. Your obligations

Under the *energy laws*, *you* must provide *us* and *our* authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the *premises*, at any reasonable time to allow *us* to:

- (a) read, test, maintain, inspect or alter any metering installation at the *premises*;
- (b) calculate or measure *energy* supplied or taken at the *premises*;
- (c) check the accuracy of metered consumption at the *premises*;
- (d) replace meters, control apparatus and other *energy* equipment of *ours*;
- (e) connect or disconnect the *premises*;
- (f) examine or inspect an *energy* installation at the *premises*;
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of *our* works at the *premises*;
- (h) undertake repairs, testing or maintenance of the distribution system;
- (i) clear vegetation from the distribution system including any equipment owned by *us*;
- (j) take action to determine the appropriate tariff or charging category for the *premises*; and
- (k) perform services requested by *you* or *your retailer*.

### 10.2. Our obligations

If *we* or *our* representatives seek access to the *premises* under clause 10.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*;



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- (b) carry or wear official identification; and
- (c) show the identification if requested.

## 11. Interruption to supply

### 11.1. Distributor may interrupt supply

We may *interrupt* the supply of *energy* to the *premises* where permitted under the *energy laws*, including for a *distributor planned interruption* or where there is an *unplanned interruption* or in accordance with the conditions of any applicable tariff or under a contract with *your retailer*.

### 11.2. Distributor planned interruptions (maintenance, repair, etc.)

- (a) We may make *distributor planned interruptions* to the supply of *energy* to the *premises* under the *Rules* for the following purposes:
  - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
  - (ii) for the installation of a *new connection* or a *connection alteration* to another *customer*.
- (b) If *your energy* supply will be affected by a *distributor planned interruption* and clause 7.4(d)(iii) does not apply:
  - (i) we may seek *your* explicit consent to the *interruption* occurring on a specified date;
  - (ii) we may seek *your* explicit consent to the *interruption* occurring on any day within a specified 5 *business day* range; or
  - (iii) otherwise, we will give *you* at least 4 *business days'* notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

### 11.3. Unplanned interruptions

- (a) We may *interrupt* the supply of *energy* to the *premises* in circumstances where we consider that a *customer's energy* installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system, including:
  - (i) for unplanned maintenance or repairs;
  - (ii) for health or safety reasons;
  - (iii) in an emergency;
  - (iv) as required by a *relevant authority*;
  - (v) to shed demand for *energy* because the total demand at the relevant time exceeds the total supply available; or
  - (vi) to restore supply to a *customer*.
- (b) If an *unplanned interruption* is made, we will use *our* best endeavours to restore *energy* supply to the *premises* as soon as possible.
- (c) We will make information about *unplanned interruptions* (including the nature of any *emergency* and, where reasonably possible, an estimate of when *energy* supply will be restored) available on a 24-hour telephone information service.

### 11.4. Your right to information about interruptions

- (a) If *you* request *us* to do so, we will use *our* best endeavours to explain:
  - (i) an *interruption* to the supply of *energy* to the *premises*; or

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- (ii) a supply of *energy* to the *premises* of a quality in breach of any relevant standards under the *energy laws*.
- (b) If *you* request an explanation be in writing, *we* must, within 10 *business days* of receiving the request, give *you* either:
  - (i) the written explanation; or
  - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For any *retailer planned interruption* arranged by *your retailer*, *we* may refer *you* to *your retailer* to provide information.

## 12. Our charges

### 12.1. Payment

The amounts *you* are billed under *your contract* with *your retailer* include *our charges* for *customer connection services*.

### 12.2. Determination of our charges

*We* will determine *our charges* for a *billing cycle* in accordance with the *energy laws*.

### 12.3. Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to *you* for the supply of *energy* to the *premises*, *we* must advise *your retailer* of those conditions.
- (b) *You* must comply with any conditions referred to in clause 12.3(a).
- (c) If *you* do not comply with the conditions referred to in clause 12.3(a), *we* may change the tariff that applies to *you*.

## 13. Disconnection of supply

### 13.1. When can we disconnect?

Subject to *us* satisfying the requirements in the *Rules*, *we* may *disconnect* the *premises* if:

- (a) *your retailer* informs *us* that it has a right to arrange for *disconnection* under *your contract* with *your retailer* and requests that *we disconnect* the *premises*;
- (b) *you* use *energy* supplied to the *premises* wrongfully or illegally in breach of clause 8;
- (c) *you* fail to pay any direct charges (where relevant) to *us* under this contract;
- (d) *you* provide false information to *us* or *your retailer* such that *you* would not have been entitled to be connected if *you* had not provided the false information;
- (e) *you* do not provide and maintain space, equipment, facilities or anything else *you* must provide under the *energy laws* or this contract in order for *us* to provide *customer connection services*;
- (f) *you* fail to give *us* safe and unhindered access to the *premises* as required by clause 10 or any requirement under the *energy laws*;
- (g) there is an *emergency* or for health and safety reasons;
- (h) *we* are required to do so at the direction of a *relevant authority*; or
- (i) *we* are otherwise permitted by the *energy laws* to *disconnect* the *premises*.

Note: The *energy laws* allow *distributors* and other authorised people to *disconnect* or arrange the *disconnection* of *premises* in circumstances additional to those set out above.

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## 13.2. Notice and warning of *disconnection*

If *you* are a *small customer*, we may only *disconnect* the *premises* under clauses 13.1(c), 13.1(d), 13.1(e) or 13.1(f) if:

- (a) we have sent *you* a *disconnection* warning notice that:
  - (i) requires *you* to rectify, within 6 *business days* after the date of issue of the notice, the issue that could lead to *disconnection*; and
  - (ii) carries a warning of the consequences of failing to comply with the notice;
- (b) in relation to safe and unhindered access only, we have used *our* best endeavours to contact *you* to arrange an appointment with *you* for access to the *premises* in addition to providing a *disconnection* warning notice; and
- (c) *you* fail to comply with the *disconnection* warning notice within 6 *business days* after the date of issue.

## 13.3. Life support equipment

If *you* are a *small customer*, we must not *disconnect* the *premises* if they are registered as having *life support equipment*, except in an *emergency*.

## 13.4. When we must not *disconnect*

- (a) Subject to clause 13.4(b), and otherwise in accordance with the *Rules*, if *you* are a *small customer* we must not *disconnect* the *premises* during the following times (the *protected period*):
  - (i) on a *business day* before 8:00 am or after 3:00 pm;
  - (ii) on a Friday or the day before a public holiday;
  - (iii) on a weekend or a public holiday;
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
  - (v) if *you* are being *disconnected* for a failure to pay, during an extreme weather event.
- (b) The *premises* may be disconnected within the *protected period*:
  - (i) for reasons of health and safety;
  - (ii) in an emergency;
  - (iii) as directed by a *relevant authority*;
  - (iv) if *you* are in breach of clause 8, which deals with wrongful and illegal use of *energy*;
  - (v) if *your retailer* makes such a request on *your* behalf;
  - (vi) if the *premises* contain a commercial business that only operates within the *protected period* and where access to the *premises* is necessary to effect *disconnection*; or
  - (vii) where the *premises* are not occupied.

## 13.5. Our rights after *disconnection*

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of *your* obligations to pay amounts to *us* or *your retailer*.

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## 13.6. Disconnection fee

If *you* have not complied with a *disconnection* warning notice and *we* arrive at the *premises* to *disconnect* the *premises* but do not do so because *you* rectify the matter referred to in the *disconnection* warning notice, *you* will be liable to pay a reasonable fee for *our* attendance at the *premises*.

## 14. Reconnection after *disconnection*

### 14.1. Where we must reconnect

- (a) If *you* are a *small customer*, *we* must arrange for reconnection of the *premises* (in accordance with the timeframes set out in clause 14.2) if any of the following occur within 10 *business days* of the *premises* being *disconnected*:
  - (i) where *your retailer* asked for the *disconnection* – *we* are asked by *your retailer* to reconnect the *premises*; or
  - (ii) in other circumstances:
    - (A) *you* ask *us* to arrange for reconnection of the *premises*;
    - (B) *you* rectify the matter that led to the *disconnection*; and
    - (C) *you* pay any reconnection charge.
- (b) *We* may terminate this contract 10 *business days* following *disconnection* if the requirements in clause 14.1(a) are not met.

### 14.2. Timeframe for reconnection

If *you* are a *small customer* and at the time of the request for reconnection:

- (a) *you* or *your retailer* have made arrangements for payment of the relevant reconnection charge;
- (b) *you* have complied with *our* requirements under the relevant *energy laws*;
- (c) the necessary infrastructure to re-energise the *premises* remains in place; and
- (d) *you* provide safe and unhindered access to the *premises*,

*we* must re-energise the *premises* within the following timeframes, unless *you* request a later time:

- (e) for a CBD feeder/urban feeder – if a valid service order request is received by 1:00 pm on a *business day*, on that same day. Otherwise, the next *business day*;
- (f) for a short rural feeder – the next *business day* after receipt of a valid service order request; and
- (g) for a long rural feeder/isolated feeder – 10 *business days* of receipt of a valid service order request.

### 14.3. Wrongful disconnection

If *we* *disconnect* the *premises* where *we* did not have a right to do so, *we* must reconnect the *premises* as soon as possible and without charge.

## 15. Notices and bills

- (a) Notices and bills (where relevant) under this contract must be sent in writing, unless this contract, the *National Energy Retail Law* or the *Rules* say otherwise.

# Deemed Standard Connection Contract (normal meters)



- (b) A notice or bill sent under this contract is taken to have been received by *you* or by *us* (as relevant):
- (i) on the date it is handed to the party, left at the party's *premises* (in *your* case) or one of *our* offices (which excludes depots) (in *our* case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
  - (ii) on the date that is two *business days* after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between *us*.

## 16. Privacy Act notice and access to information

### 16.1. Privacy of personal information

We will comply with all relevant privacy legislation in relation to *your* personal information. You can find a summary of *our* privacy policy on *our* website ([www.ergon.com.au](http://www.ergon.com.au)). If you have any questions, you can contact *our* privacy officer using the contact details set out in *our* website ([www.ergon.com.au](http://www.ergon.com.au)).

### 16.2. Access to information

Upon request, we must give *you* information about *your* energy consumption or *our* charges for *customer connection services* for up to 2 years free of charge. We may charge *you* a reasonable fee for information requested:

- (a) more than 4 times in the previous 12 months;
- (b) that is different in manner or form to any minimum requirements that we are required to meet; or
- (c) by a representative *you* have authorised to act on *your* behalf, where the request is part of a request made by that representative in relation to more than one *customer*.

## 17. Complaints and dispute resolution

### 17.1. Complaints

If *you* have a complaint relating to the supply of *energy* to the *premises*, or this contract generally, *you* may lodge a complaint with *us* in accordance with *our* standard complaints and dispute resolution procedures.

Note:

*Our* standard complaints and dispute resolution procedures are published on *our* website ([www.ergon.com.au](http://www.ergon.com.au)).

### 17.2. *Our* obligations in handling complaints or disputes

If *you* make a complaint, we must respond to *your* complaint within the required timeframes in *our* standard complaints and dispute resolution procedures and inform *you*:

- (a) of the outcome of *your* complaint and the reasons for *our* decision; and
- (b) that, if *you* are not satisfied with *our* response and *you* are a *small customer*, *you* have a right to refer the complaint to the *Energy* and Water Ombudsman, Queensland, as follows:

Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au) or [info@ewoq.com.au](mailto:info@ewoq.com.au)

Phone: 1800 662 837

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

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

## 18. Force majeure

### 18.1. Effect of force majeure event

If either *you* or *we* cannot meet an obligation under this contract because of an event outside the control of the party (a *force majeure event*):

- (a) the obligation, other than an obligation to pay money (including, in *our* case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact, including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

### 18.2. Deemed prompt notice

If the effects of a *force majeure event* are widespread, *we* will be taken to have given *you* prompt notice if *we* make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 18.3. Obligation to overcome or minimise effect of force majeure event

A party that claims a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

### 18.4. Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a *force majeure event* in any manner other than the manner preferred by that party.

## 19. Applicable law

The laws of Queensland govern this contract.

## 20. General

### 20.1. Our obligations

Some obligations placed on *us* under this contract may be carried out by another person. If an obligation is placed on *us* to do something under this contract, then:

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

### 20.2. GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Clause 20.2(b) applies unless an amount payable under this contract is stated to include GST.
- (b) Where an amount paid by *you* or by *us* under this contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

# Deemed Standard Connection Contract (normal meters)



## 20.3. Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the *National Energy Retail Law*.
- (b) We must inform *you* of any material amendments to this contract, as required by the *National Energy Retail Law*.

## 21. Schedule: Simplified explanation of terms

*billing cycle* means the regular recurrent period for which we charge for *customer connection services*;

*business day* means a day other than a Saturday, a Sunday or a public holiday;

*card-operated meter* means a meter that contains control equipment that switches on and off in accordance with the amount of credit stored in the meter;

*connection alteration* has the meaning given to that term in the *National Energy Retail Law*;

*connection point* means the point at which a distribution system connects to an *energy* installation or equipment that serves the *premises* of one or more *customers*;

*customer* means a person who buys or wants to buy *energy* from a *retailer*;

*customer connection services* include services relating to the flow of *energy* to the *premises*;

*disconnection* means an action to prevent the flow of *energy* to the *premises*, but does not include an *interruption*;

*distributor* has the meaning given to that term in the *National Energy Retail Law*;

*distributor planned interruption* means an *interruption* of the supply of *energy* for:

- (a) the planned maintenance, repair or augmentation of the transmission system;
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a *retailer planned interruption*); or
- (c) the installation of a new connection or a connection alteration;

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

*emergency* means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

*energy* means electricity;

*energy laws* means national and State and Territory laws and rules relating to *energy* and the legal instruments made under those laws and rules;

*force majeure event* means an event outside the control of a party;

*GSL scheme* has the meaning given in the *National Energy Retail Law*;

*GST* has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999* (Cth));

*interruption* means a temporary unavailability or temporary curtailment of the supply of *energy* from a distribution system to a *customer*, but does not include *disconnection*;

*life support equipment* has the meaning given in the *Rules*;

# Deemed Standard Connection Contract (normal meters)

*medical confirmation* means certification from a registered medical practitioner of the requirement for *life support equipment* at the *premises*;

*National Electricity Law* has the meaning given in the *Electricity – National Scheme (Queensland) Act 1997* (Qld);

*National Electricity Rules* means the rules made under the *National Electricity Law*;

*National Energy Retail Law* means the law of that name as it applies in Queensland under the *National Energy Retail Law (Queensland) Act 2014* (Qld);

*new connection* has the meaning given to that term in the *National Energy Retail Law*;

*premises* means the address at which *customer connection services* are provided to you and, to avoid doubt, it may include *your* electrical installation;

*Queensland GSL scheme* means the *GSL scheme* applicable in Queensland;

*relevant authority* means any person or body who has the power under law to direct us, including the *Australian Energy Market Operator* and State or Federal Police;

*retailer* means a person that is authorised to sell *energy* to *customers*;

*retailer planned interruption* means an *interruption* that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of *your* electricity meter;
- (b) does not involve the *distributor* effecting the *interruption*; and
- (c) is not a *distributor planned interruption*;

*Rules* means the *National Energy Retail Rules* made under the *National Energy Retail Law*;

*small customer* means:

- (a) a residential *customer*; or
- (b) a business *customer* who consumes *energy* at or below a level determined under the *National Energy Retail Law*;

*small generator* means an embedded generating unit (which, for the avoidance of doubt, includes relevant equipment such as an inverter) of the kind contemplated by AS/NZS 4777 (Grid connection of energy systems via inverters); and

*standard connection contract* means a contract on the terms and conditions and in the form of this document.