Deemed standard connection contract:
(card-operated meters)
Deemed Standard Connection Contract
(Card-Operated 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. This contract applies to you as a small customer with a card-operated meter at the premises.

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).

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 having card-operated meters 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;

(c) you are a small customer with 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.
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) 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 a different customer starts receiving a supply of energy for the premises – on the date the connection contract of that customer starts;
   (iii) 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; or
   (iv) if your card-operated meter is replaced with another type of meter.

(b) 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 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; however, due to the particular circumstances associated with the premises, we strongly suggest that you contact us in writing or by telephone to advise us of your entitlement.
(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; and

(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.

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;

(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)) 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.
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;
(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:

   (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
(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 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.
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 self-disconnect;
   (v) if you are in breach of clause 8, which deals with wrongful and illegal use of
       energy;
   (vi) if your retailer makes such a request on your behalf;
   (vii) 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
   (viii) 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.
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

(a) Notices under this contract must be sent in writing, unless this contract, the National Energy Retail Law or the Rules say otherwise.
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). If you have any questions, you can contact our privacy officer using the contact details set out in our website (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).

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 or info@ewoq.com.au
    Phone: 1800 662 837
    In person: Level 16, 53 Albert Street (8.30 am-5:00 pm)
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.
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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

   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 or self-disconnection;
   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;
   medical confirmation means certification from a registered medical practitioner of the
       requirement for life support equipment at the premises;
Deemed Standard Connection Contract
(Card-Operated Meters)

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;

self-disconnection means an interruption to the supply of energy because a card-operated meter has no credit (including emergency credit) available;

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.