

# Negotiated Connection Establishment Contract:



connection of metered load;  
no micro embedded generating unit(s)  
(excludes ongoing connection services)

Work Request No. [insert]





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## SCHEDULE OF PREMISES-SPECIFIC DETAILS

### 1.1. Ergon Energy activities

[Drafting note: The highlighted text is intended to provide guidance as to possible content. Please edit to suit the particular project.]

We will be carrying out the following works:

- (a) if we are the *metering provider* for the *connection point*, installing and configuring any metering equipment that we consider (acting reasonably) is appropriate and required, in accordance with the *energy laws*;
- (b) designing, constructing and establishing the following works at, or upstream of, the *connection point*:
  - (i) describe any upgrades that we will do to the existing *distribution system*;
  - (ii) describe any new equipment that we will install into the existing *distribution system* eg new transformers;
  - (iii) describe any new or upgraded or replacement *extensions* of the shared *distribution system* to the *premises* boundary;
  - (iv) describe any new or upgraded or replacement *service lines* and/or *service pillars* from the shared part of the *distribution system* at the *premises* boundary to the *connection point*;
  - (v) describe the works to establish the new *connection point* or to change the *connection point* (as relevant);
  - (vi) where the cable comprising the *consumer mains* is of a type and size commonly used by us, connecting the *consumer mains* to the *connection point* after testing;
- (c) specify any other works that we will be carrying out, such as:
  - (i) arranging, and supervising, the clearing of light vegetation on public property, roadways and all affected private land (except for *your premises*);
  - (ii) describe any civil works that we will be carrying out;
- (d) if requested by *you*, providing calculations of fault level to *your* switchboard manufacturer (noting that these calculations will be based on a point in time and the actual fault levels may change depending upon changes to the relevant *networks*, and *you* should make appropriate allowances for this);
- (e) [Drafting note: Include only if an on-site substation is required; otherwise delete]do each of the following:
  - (i) supply and install, free of charge, locks or cylinders to suit our master key system, to any gates or doors involved in gaining access to the substation site (which may be used in conjunction with *your* padlock to allow access by both parties);
  - (ii) ensure that access into *our* substation enclosures is restricted to *our* authorised staff;
- (f) [Drafting note: Include only if there's an overhead HV substation; otherwise delete]install buried earthing systems within 5 m of the substation and, if required, additional earth cables extending further away from the substation.

### 1.2. Clause 4.1(b)(ii) – expected time to complete the works to get the *distribution system* to your premises

[insert timeframe from receiving the accepted contract to finishing those *Ergon Energy activities* required to *extend* the *distribution system* to the *premises* boundary and carry out any upgrades of the existing *distribution system*].

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## 1.3. Clause 5(a) – estimated costs

[Drafting note: Insert connection costs as per rule 5A.E.2 of the NER (including any connection charges, augmentation costs, metering costs, incidental costs, etc.). If there is no amount payable, write “\$nil”. Need to also specify when amounts are payable.]

### Table A: Costs payable on acceptance

Payment of these costs is required as follows:

- (a) [on acceptance: [40]% of the total price; and
- (b) within [x] weeks of acceptance: [60]% of the total price.]

Augmentation of the shared network [ICSN]	\$[insert]
Retail Customer-specific assets [ICCS]	\$[insert]
<b>Total of ICSN+ICCS</b>	<b>\$[insert]</b>
Less <i>Incremental Revenue Offset</i> [Drafting note: To reflect amounts to be received over 15 or 30 years (as relevant).]	-\$[insert]
<b>Subtotal (being the <i>capital contribution</i>)</b> [Drafting note: For <i>network extension</i> and <i>upstream augmentation</i> .]	<b>\$[insert]</b>
Plus any <i>reimbursement scheme contribution</i> [Drafting note: For use of previously customer-funded assets.]	\$[insert]
Plus any <i>security fee</i> [Drafting note: To cover risk of not earning the incremental revenue.]	\$[insert]
<b>Total</b>	<b>\$[insert total]</b>
<b>GST</b>	<b>\$[insert GST]</b>
<b>Total price payable</b>	<b>\$[insert aggregate total]</b>

### Table B: These costs are charged separately

Costs of metering carried out by <i>Ergon Energy</i> (indicative cost only)	\$[insert]
Establishment of service line (indicative cost only)	\$[insert]

## 1.4. Retail Customer’s activities

[Drafting note: The highlighted text is intended to provide guidance as to possible content. Please edit to suit the particular project.]

You must do the following:

- (a) unless we are the relevant metering provider, contacting *your electricity retailer* to arrange for the installation of appropriate metering equipment (if required) in accordance with relevant *energy laws* and the *QECMM Documents*;

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- (b) [insert any other works that the *Retail Customer* will be doing eg:
- (i) designing and installing the *consumer mains* from *your* main switchboard to the *connection point*, including supplying and fixing the lugs and terminating fittings at the *connection point*, provided that the size of the *consumer mains* and connecting lugs must be approved by *us*;
  - (ii) providing a suitable point of attachment for any *overhead service line* (such as a property pole or other fixed structure);
  - (iii) where the *connection point* is the low-voltage terminals of the transformer, drilling and preparation of the low voltage cable box for the installation of cable glands including the allowance for the multiple earth neutral (MEN);
  - (iv) where the cable comprising the *consumer mains* is not of a type and size commonly used by *us*, connecting the *consumer mains* to the *connection point* after testing;
  - (v) designing and installing suitable overload protection for *your* switchboard and *consumer mains*;
  - (vi) ensuring that the main supply is controlled at the main switchboard by any number of approved main control switches in accordance with the AS/NZS 3000 Wiring Rules;
  - (vii) ensuring that the main overload protection on outgoing circuits from the main switchboard is selected to grade with the substation overload protection to prevent *our* protection operating for faults beyond the *connection point*;
  - (viii) carrying out insulation resistance and high voltage testing of equipment, including earth mat resistance measurements of substations, before the installation is approved for connection to *our* distribution system;
  - (ix) carrying out vegetation clearing works on *your premises* in accordance with clause 8.1(a)(xi) by [insert date clearing must be completed] – please note that information about vegetation management can be obtained from the Department of Environment and Heritage Protection (<https://www.qld.gov.au/environment/land/vegetation/management/>);
  - (x) carry out the following civil works on *your premises* in accordance with clause 8.1(a)(xii) by [insert date civil works must be completed]:
    - (A) installing ducts/conduits;
    - (B) installing a padmount transformer foundation;
- (c) [Drafting note: Include if any specific interest in land is required; otherwise delete] providing to *us* [an easement/a consent to works/other], issued by [you/the registered owner of the *premises*] to cover the [underground cable/conduit routes/padmount substation/padmount transformer other] on the [premises/other] in accordance with the relevant parameters specified in *our* design (which will be provided to you upon completion of that design), by [insert when due] in accordance with clause 8.2(b) (*you* may contact *our* Tenure and Conveyancing Officer on [07 4432 8250] if *you* require further information on this);
- (d) [Drafting note: Include if *new connection* involving 11 kV switchgear downstream of the *connection point*; otherwise delete] provide *us* with copies of type and routine test certificates for any 11 kV switchgear on *your* side of the *connection point*, before the *connection point* is energised;
- (e) [Drafting note: Include if in rural area supplied by a *SWER line*; otherwise delete] installing a circuit breaker main switch on *your* switchboard, which must not exceed 100 amperes and must be rated to ensure grading with the HRC fuse installed on the transformer pole;
- (f) [Drafting note: Include if an on-site substation is required; otherwise delete] do each of the following:
- (i) provide (at no cost to *us*) a space for *us* to establish a distribution substation in accordance with the *energy laws* that complies with the parameters for the substation specified in *our* design (which will be provided to *you* upon completion of that design);

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- (ii) provide us with an easement for the substation site in accordance with clause 8.2(b), by [insert date];
- (iii) ensure that arrangements are made in the building contract documents for the substation space to be completed ready for hand-over to us at least six (6) weeks prior to electricity supply being required at the *premises*; and
- (iv) ensure that when the substation space is handed over to us, access is available for the transport of large items of plant to the substation area, and proposed cable routes both on and adjacent to the *premises* must be free of obstruction;
- (g) [Drafting note: Include only if there's an overhead HV substation; otherwise delete] ensure that building foundations, *Retail Customer* LV earthing and other *Retail Customer* metallic structures are located at least 5 m away from any of *our* buried earthing systems (*we* will provide advice on the location of *our* buried earthing systems if required); and
- (h) upon completion of the abovementioned activities, arranging for:
  - (i) *your* electrical contractor to provide *us* with a *Form A*; and
  - (ii) an account to be opened with *your electricity retailer* (which will enable *your electricity retailer* to issue a *service order* to comply with clause 4.1(b)(iii)(B)).

## 1.5. Clause 4.4(a)(ii) – Maximum capacity, voltage and phases

The maximum permitted import across the *connection point* from the *distribution system* is [insert] [kVA/kW/ampères], at [insert voltage] V and [spread over/per phase for] [insert number] phases.

## 1.6. Premises

[Drafting note: Insert address and Lot/Plan details (where available).]

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## EXECUTION PAGE

The *Retail Customer* hereby accepts the terms and conditions outlined in the *connection offer* (Work Request No. **[insert]**).

Where signed by an agent on behalf of the *Retail Customer*, that agent warrants that the *Retail Customer* is aware of the terms of the *connection offer* and has authorised that person to accept this *connection offer* on their behalf.

### Executed for individuals

Signature	_____	Date	_____
Print Name	_____		
Signature	_____	Date	_____
Print Name	_____		
Signature	_____	Date	_____
Print Name	_____		
Signature	_____	Date	_____
Print Name	_____		

### Executed for companies:

#### Option 1

Company name: \_\_\_\_\_

Signature of director	_____	Signature of director/ secretary	_____
Print Name	_____	Print Name	_____
Date	_____	Date	_____

#### Option 2

Company name: \_\_\_\_\_

Signature of authorised representative	_____	Signature of witness	_____
Print Name	_____	Print Name	_____
Date	_____	Date	_____

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## 1. WHO ARE THE PARTIES TO THIS CONTRACT?

This *contract* is between:

- (a) Ergon Energy Corporation Limited ABN 50 087 646 062, of 420 Flinders St, Townsville QLD 4810, being *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*).

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

## 2. WHAT DOCUMENTS MAKE UP THIS CONTRACT?

- (a) This *contract* includes the terms of the *connection offer* letter and this document, and is a negotiated *connection establishment contract* under Chapter 5A of the *NER*.
- (b) If there is any inconsistency between the terms and conditions of this *contract* and the *ongoing connection contract*, this *contract* will prevail, to the extent permitted by law.

## 3. WHAT SERVICES IS THIS CONTRACT FOR?

- (a) This *contract* is to provide *you* with the requested *connection service*, which principally involves the *Ergon Energy activities* set out in Item 1.1 of the Schedule and other commitments set out in this *contract*.
- (b) The scope of the *Ergon Energy activities* has been determined by *us* based on:
  - (i) *our* knowledge of *our distribution system* in the vicinity of the *premises* from a desktop perspective (i.e. without a detailed site inspection);
  - (ii) publicly available information concerning the requirements of local, State and Federal governments and relevant environmental, cultural and world heritage issues;
  - (iii) the electrical maximum demand, voltage and number of phases being that set out in Item 1.5 of the Schedule;
  - (iv) certain underlying assumptions about the works that will not be fully verified until the completion of the design stage or later (for example, the location of the *connection point*, the time taken to obtain necessary *approvals*, access rights or interests in land); and
  - (v) information provided by *you*,and it is possible that it may change as contemplated in clause 6(a).
- (c) This *contract* does not apply to the following services:
  - (i) the *connection* of any *generating units* to *our distribution system* at the *connection point* – if *you* wish to do this, *you* must make a separate *connection application* for this;
  - (ii) the ongoing *connection* of *your premises* to *our distribution system* or the supply of electricity to those *premises* (as this is dealt with in the *ongoing connection contract* between *you* and *us* – note if *you* do not already have an *ongoing connection contract*, it will start at the same time as this *contract* and will be on the terms of the applicable *NERL standard connection contract*); and
  - (iii) the sale of electricity to *your premises* (this is dealt with in a negotiated or deemed contract between *you* and *your electricity retailer*).

## 4. WHEN DOES THIS CONTRACT START AND FINISH?

### 4.1. Expected timeframes

- (a) This *contract* starts when *we* receive *your* acceptance of the relevant *connection offer* in the manner, and within the relevant timeframe for acceptance, set out in the *connection offer* letter.



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- (b) The progress of the works will broadly be as follows (but subject to the matters set out in clauses 4.1(c) and 4.2):
- (i) upon formation of the *contract* and receipt of the amounts stated in Table A of Item 1.3 of the Schedule, we will schedule into our works program any of the *Ergon Energy activities* required to:
    - (A) *extend our distribution system to your premises boundary; or*
    - (B) *upgrade the existing distribution system;*
  - (ii) *we will use our best endeavours to complete the above Ergon Energy activities by the date set out in Item 1.2 of the Schedule;*
  - (iii) upon completion of the above *Ergon Energy activities*, we will await receipt of:
    - (A) *your Form A confirming completion of the relevant Retail Customer's activities (refer Item 1.4(h)(i) of the Schedule); and*
    - (B) *a service order issued by your electricity retailer;*
  - (iv) upon receipt of the above documents, we will schedule the remainder of the *Ergon Energy activities* into *our* works program and use *our* best endeavours to carry these out in accordance with that works program; and
  - (v) *we will use our best endeavours to complete the above Ergon Energy activities broadly in alignment with the corresponding timeframes set out in clause 3.7.3 of the Electricity Distribution Network Code, or as agreed with your electrical contractor.*
- (c) *You:*
- (i) acknowledge that the completion of the *Ergon Energy activities* will depend on:
    - (A) *when the Retail Customer's activities are completed;*
    - (B) *the timing of your compliance with the relevant provisions of clause 8;*
    - (C) *when we receive a Form A from your electrical contractor and a service order from your electricity retailer; and*
  - (ii) *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.*
- (d) *We will keep your electrical contractor advised of the progress of the Ergon Energy activities.*

## 4.2. Qualifications on timeframes

Despite clause 4.1(b):

- (a) *we do not have to start the Ergon Energy activities until:*
- (i) *you have paid our tax invoices for:*
    - (A) *the expenses directly and reasonably incurred by us in assessing your connection application and making a connection offer; and*
    - (B) *the amount specified as being payable upon acceptance under Item 1.3 of the Schedule;*
  - (ii) *you have obtained any relevant approvals (other than Ergon Energy obtained approvals) and procured any access required for us to provide the connection service;*
  - (iii) *you have complied with clause 8.1;*
- (b) *we do not have to finish the Ergon Energy activities until:*
- (i) *you have complied with your obligations under this contract (including, without limitation, providing any necessary interests in land); and*
  - (ii) *we have obtained all necessary approvals, access rights and interests in land required to proceed with the Ergon Energy activities;*

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- (c) if the *connection service* is for a *new connection*, we don't have to *energise* the *new connection* until we either receive a request from *your electricity retailer* to do this, or *you* have given us written confirmation from *your electricity retailer* that it has entered into a *customer retail contract* with *you* for the *connection*;
- (d) if there is a relevant *force majeure event*, we may delay the start and/or finish of the *Ergon Energy activities* by as long as that *force majeure event* affects the provision of the *connection service*;
- (e) if there is a *latent defect* that affects the carrying out of the *Ergon Energy activities*, we may delay the start and/or finish of the *Ergon Energy activities* by as long as required to address that *latent defect*, and
- (f) 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 the carrying out of the *Ergon Energy activities*) 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.

## 4.3. Early termination

This *contract* will be terminated as follows:

- (a) if we consider that the information in the *connection application* is incomplete, false or misleading in a material respect – when we notify *you* of this;
- (b) if we have not, within [90] *business days* of completing the works referred to in clause 4.1(b)(i), received:
  - (i) (if relevant) a *Form A* confirming that the load stated in the *connection application* has been appropriately installed and requesting *connection*; and
  - (ii) (if relevant), a *service order* from *your electricity retailer* (which will be triggered when *you* open an account with that *electricity retailer* in accordance with Item 1.4(h)(ii) of the *Schedule*,– on the expiry of that period (note that we may agree to extend this period in special circumstances);
- (c) if *your ongoing connection contract* ends – when that contract ends;
- (d) if *you* and we enter into a replacement contract for *us* to provide the same, or similar type of, *connection services* for the same *premises* – when that replacement contract takes effect;
- (e) if *you* breach this *contract* and *you* do not remedy this within 10 *business days* of *us* notifying *you* of the breach (provided that we are permitted to terminate this *contract* under the *energy laws*) – on the expiry of that 10 *business day* period;
- (f) if any *approvals* or access required for *us* to carry out the *Ergon Energy activities* (such as are referred to in clauses 8.1 and 8.2) are not obtained within:
  - (i) for *approvals* or access from *you* – [insert] *business days*; and
  - (ii) for *approvals* or access from third parties – [insert] *business days*,– when we notify *you* of this;
- (g) where the *premises* are being established as part of a subdivision and we have agreed with the relevant *developer* for the electrical reticulation within that subdivision to be established and for our *distribution system* to be *augmented* to include that electrical reticulation, and we consider that this is now not likely to occur – when we notify *you* of this; and
- (h) where we issue a notice to *you* under clause 6(d) – when *you* receive the notice; and
- (i) where *you* reject proposed amendments under clause 6(e)(iv) – when we receive the rejection;
- (j) where *you* do not accept proposed amendments under clause 6(e)(iv) – when the timeframe for acceptance of those amendments expires.

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## 4.4. Additional costs of early termination

- (a) If this *contract* is terminated before the *Ergon Energy activities* have been completed:
- (i) we may *disconnect*, dismantle, decommission and remove any of the *premises connection 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 set out in Item 1.5 of the Schedule will necessarily be approved in respect of any subsequent *connection application*; and
  - (iii) we may issue you with tax invoice(s) for any of the following that are relevant:
    - (A) all costs incurred by us in relation to the *connection service* (including the *Ergon Energy activities*) up to the date of termination; and
    - (B) the total of the following estimated or actual costs incurred by us as a result of your failure to proceed with the *Ergon Energy activities*:
      - (I) the reasonable costs to recover installed and reusable *connection assets* that are dedicated to you;
      - (II) the reasonable costs to re-install those reusable components to the *distribution system*, which costs are attributable to the disconnection of the *premises*;
      - (III) the reasonable costs to recover and dispose of unusable components of the *connection service* that are dedicated to you; and
      - (IV) the reasonable costs incurred by us to reconfigure the *distribution system*, which costs are attributable to the disconnection of the *premises*,
- provided that we attach relevant supporting documentation to the tax invoice(s) for these costs.
- (b) For the avoidance of any doubt, the costs referred to in clause 4.4(a)(iii) include costs payable by us to third parties arising directly out of the *connection service* after the date of termination, the liability for which was incurred before the date of termination.

## 5. HOW MUCH WILL THIS COST?

- (a) Our estimate of the *connection charges* or other charges that apply to the *connection service*, and the due dates for payment of those charges, are specified in Item 1.3 of the Schedule to this *contract*. Where these charges are subject to economic regulation, they are calculated in accordance with our *Connection Policy* and *ACS Price List*, which are available on our website ([www.ergon.com.au](http://www.ergon.com.au)).
- (b) Please note that the charges and contributions specified in Item 1.3 of the Schedule are only an estimate based on the scope (which is based on the matters referred to in clause 3(b)) and are likely to vary as a result of fine tuning during the detailed design process, and may also vary where there are time delays or where changes are required to the scope of this *contract* or the relevant *connection services* to comply with *good electricity industry practice* or relevant *energy laws* (refer the change provisions in clause 6 below).
- (c) We will issue tax invoices for any charges payable by you in connection with this *contract*. If we send the invoice to your *electricity retailer*, your *electricity retailer* will be entitled to recover the relevant charges from you. If we send the invoice to you, you must pay us in accordance with the invoice.
- (d) Where we elect for a *security fee* to be paid by way of a financial security, you must provide it in the form of an unconditional, irrevocable bank guarantee in favour of us for a term of 10 years with the amount declining annually to zero using a straight-line method over the term.

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## 6. CHANGES TO THE SCOPE

- (a) The parties acknowledge and agree that:
- (i) the scope of this *contract* (as set out in Item 1.1 of the Schedule) is a broad specification based on the matters referred to in clause 3(b), and the exact details of the *connection services* to be provided:
    - (A) will be fine-tuned during the site inspection, design, construction and other relevant processes, including to comply with *our* policies, *good electricity industry practice*, relevant *energy laws* and *Australian Standards*; and
    - (B) may be affected by *force majeure events*; and
  - (ii) there may be *material changes* to the *connection services*, including, for example and without limitation, where:
    - (A) changes are identified during the abovementioned fine-tuning and from the confirmation or clarification of the matters referred to in clause 3(b);
    - (B) heavy vegetation clearing is, and/or tree removals are, required;
    - (C) these are needed to remove, overcome or mitigate the effects of, or caused by, a *force majeure event*;
    - (D) there is a delay in obtaining, or inability to obtain, any required access rights or *approvals*;
    - (E) there are prolonged delays in commencing or completing the *connection service* that are attributable to *your* actions;
    - (F) *you* make relevant changes to the works on *your* side of the *connection point*;
    - (G) *you* make a specific request for the change;
    - (H) there is a need to realign the timing and/or content of *our connection services* with the *Retail Customer's activities*, such as where *you* do not meet any timeframes set out in Item 1.4 of the Schedule; or
    - (I) there is a relevant change in law.
- (b) *You* must advise *us* as soon as practicable of all changes *you* intend to make to *your* works downstream of the *connection point* where these may impact upon the *Ergon Energy activities*.
- (c) Notwithstanding anything else in this *contract*, if there is a *material change* to the *connection services*, *we* must, within a reasonable time after identifying this *material change*, consider the nature of the *material change* and determine, acting reasonably, whether:
- (i) the *material change* is such that the *connection services* cannot reasonably be provided in, or close to, the manner and timeframe envisaged (such as, for example, where there is an inability to obtain a necessary *approval*); or
  - (ii) the *material change* is such that the *connection services* can be provided broadly as envisaged, but that this will require an amendment to this *contract* to update relevant details, principally those matters listed in the Schedule (such as, for example, the *scope of our works* set out in Item 1.1, the *Retail Customer's activities* set out in Item 1.4 and the estimated costs set out in Item 1.3).
- (d) If, under clause 6(c)(i), *we* determine that the *connection services* cannot reasonably be provided as envisaged, *we* may, by notice to *you*, terminate this *contract* and *you* will need to make a new *connection application* if *you* wish to proceed with the *new connection* or *connection alteration* (as relevant).
- (e) If, under clause 6(c)(ii), *we* determine that this *contract* needs to be amended, *we* will issue *you* a notice setting out:
- (i) the reason for, and nature of, the *material change*;
  - (ii) the proposed amendments to this *contract*, including, without limitation:

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- 
- (A) any changes to the *Ergon Energy activities* set out in Item 1.1 of the Schedule;
  - (B) any changes to the timeframe set out in Item 1.2 of the Schedule or any other relevant timeframes;
  - (C) any changes to the estimated costs set out in Item 1.3 of the Schedule;
  - (D) any changes to the *Retail Customer's activities* set out in Item 1.4 of the Schedule,
- and you may, within **[10]** *business days* of that notice, either:
- (iii) accept those amendments by returning a signed copy of the notice to us (which will form an amendment to this *contract*), or
  - (iv) not accept those amendments (which will result in a termination of this *contract*).

## 7. THINGS THAT WE CAN AND/OR MUST DO

- (a) We must:
  - (i) endeavour to obtain all *Ergon Energy obtained approvals* necessary to provide the relevant *connection service*;
  - (ii) except for the *Retail Customer's activities*, undertake the design, construction and commissioning of any *premises connection assets* and/or *distribution system augmentation* (as described in the *Ergon Energy activities*) required to provide the *connection service*;
  - (iii) provide the *connection service* in accordance with the *QECMM Documents* and *energy laws*;
  - (iv) provide *our representatives* with relevant safety equipment; and
  - (v) give you any information that you reasonably request about your *connection* that is in our possession or control as soon as reasonably practical following a written request from you in accordance with relevant privacy and right to information laws.
- (b) Provided that we act reasonably, we are entitled to determine:
  - (i) the design, specifications and any other requirements for the *Ergon Energy activities*; and
  - (ii) the point of origin, the route, the length, and any facilities required for the *connection point* and any *service line* and/or *service pillar* (as relevant).
- (c) We will comply with our obligations under this *contract* and under any relevant laws.
- (d) Our obligations extend down to the *connection point* (as defined by us) and not beyond.
- (e) We may carry out any other works or other activities required to deal with an emergency as part of providing the *connection service*.
- (f) We may subcontract or assign our rights or obligations under this *contract* as we determine.

## 8. THINGS THAT YOU MUST DO

### 8.1. Technical requirements

- (a) You must:
  - (i) arrange for the carrying out of any of the *Retail Customer's activities* relevant to the *connection service* and any other activities required to allow us to provide the *connection service*:
    - (A) at your own risk and expense;
    - (B) such that the *Retail Customer's activities* are started within **[10]** months of the date of this *contract* and are finished within **[12]** months of the date of this *contract*; and

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- (C) in accordance with all relevant *laws*, including, without limitation, those pertaining to health and safety, planning, cultural heritage, nature conservation and the environment;
- (ii) other than as approved under this contract, not allow the attachment of anything to, or any interference with, *our* equipment;
- (iii) without limiting clause 8.1(a)(i), obtain any relevant *approvals* (other than *Ergon Energy obtained approvals*) and access rights for *you* to carry out the relevant activities and to allow *us* to carry out the *Ergon Energy activities*, at *your* own risk and expense;
- (iv) provide copies of all such *approvals* to *us* when requested;
- (v) where any of the *Retail Customer's activities* could impact on *our distribution system*:
  - (A) not start any such activities until this *contract* is in force; and
  - (B) only carry out such activities in accordance with this *contract*;
- (vi) comply with any request by *us* for any device(s) on *your* side of the *connection point* to be de-energised or physically disconnected from *our distribution system* for operational reasons or for planned maintenance;
- (vii) [Drafting note: Include only if want to limit motors and starting devices; otherwise delete this clause 8.1(a)(vi)] design and operate any electric motor installations and associated starting devices so that the maximum starting current does not exceed [insert] amperes (which may be subject to change after a detailed design of *your* project has been carried out), as otherwise this may adversely affect *our* other customers (*your* electrician can advise if *your* installation may require specific motor starting requirements);
- (viii) ensure that the design and construction of any electrical assets on *your* side of the *connection point* complies with all relevant *technical and safety obligations*, including, without limitation, ensuring the following:
  - (A) compliance with any relevant current transformer metering requirements in the AS/NZS 3000 Wiring Rules (for example where the calculated maximum demand exceeds 120 amperes per phase, or the load exceeds 90 amperes, or motors are larger than 50 kW (65 HP));
  - (B) that the *power factor* will comply with the parameters specified in clause 36(2)(d) of the *Electricity Regulation 2006* (Qld);
  - (C) that the *voltage* fluctuations caused by the *premises*, including those arising from energisation, de-energisation or other operation of *plant*, do not adversely affect either the fluctuation of power-frequency *voltage* on the *distribution system* or our ability to comply with the *energy laws*; and
  - (D) the harmonic *voltage* distortion caused by non-linearity, commutation of power electronic equipment, harmonic resonance and other effects within *your plant* does not adversely affect either the harmonic *voltage* distortion on the *distribution system* or our ability to comply with the *energy laws*;
- (ix) 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);
- (x) undertake regular testing and maintenance of all of *your* safety equipment;
- (xi) [Drafting note: Include only if the *Retail Customer's activities* include vegetation clearing, otherwise delete this clause 8.1(a)(xi)] arrange for the carrying out of any vegetation clearing works set out in Item 1.4 of the Schedule, including:
  - (A) clearing the *vegetation* in a manner consistent with the line route and extent specified in *our* design (which we will provide *you*);

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- (B) obtaining any necessary *approvals* to carry out that clearing, and providing copies of these to *us* prior to starting that clearing (please note that *we* are required by law to report any failure by *you* to obtain the necessary approvals, and this may result in *you* being prosecuted);
  - (C) ensuring that *your* vegetation clearing contractor employs suitably qualified and trained staff, is approved by *us*, and will submit to *our* audit process to ensure compliance with health and safety laws; and
  - (D) obtaining *our* approval of the vegetation clearing once completed;
- (xii) [Drafting note: Include only if the *Retail Customer's activities* include civil works; otherwise delete this clause 8.1(a)(xii)] arrange for the carrying out of any civil works set out in Item 1.4 of the Schedule in a manner consistent with:
- (A) the details specified in *our* design (which *we* will provide *you*) and to *our* satisfaction (acting reasonably); and
  - (B) the technical specifications for these works set out in *our* Standard Specifications RSC06, RSC07 and civil drawings (which are available on *our* website ([www.ergon.com.au](http://www.ergon.com.au));
- (xiii) [Drafting note: Include only if there's an HV connection; otherwise delete this clause 8.1(a)(xiii)] where the *connection* is an HV connection:
- (A) submit written procedures used for access and performing work on high voltage equipment to *us* for approval prior to use;
  - (B) provide adequate training for *your* staff in high voltage operations (note that *we* regularly hold Operator's Training Courses and attendance by one or more of our staff is recommended. However, these courses are not intended to provide complete training in high voltage operations and should be supplemented in all instances by on-the-job training under supervision); and
  - (C) provide *us* with names, qualifications and duration of employment of all staff in *your* employ who *you* consider to be competent to perform high voltage switching. Subject to satisfactory assessment by *us*, these employees may be authorised to carry out limited HV operations on the HV line;
  - (D) consider installing protective devices to avoid damage to the electrical installations, equipment and appliances on *your* side of the *connection point* as a result of the inevitable fluctuations in power supply to the *premises* due to random power surges and power dips (or "brown outs"), provided that if *you* do install such devices, *you* must:
    - (I) provide *us* with details of the equipment protection schemes and settings, approve settings for *our* approval prior to commissioning;
    - (II) ensure that the settings of any such protective devices are aligned with *our* system protection to ensure that any faults on *your* assets do not affect *our* *distribution system*; and
    - (III) allow *us* to fix the settings on the main control circuit breaker.
- (b) *You* must seek *your* own independent legal advice on any *laws* (including, without limitation, planning laws, environmental laws, cultural heritage laws, workplace laws and safety laws) relevant to the proposed connection and *Retail Customer's activities*.

## 8.2. Access requirements

- (a) *You* consent to *us* and *our* representatives:
  - (i) (together with any plant, equipment or vehicles) having non-exclusive access to land and improvements controlled by *you* (including, without limitation, to any metering equipment owned by *us* and 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*) and the *energy laws*; and

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- (ii) accommodating on *your premises* all plant and equipment necessary for the connection (including, without limitation, metering equipment).
- (b) You must, if required by *us*, grant or procure the granting to *us* of an easement or other interest over land (such as by providing a consent to works, which is a simple legal document giving *us* permission to build and maintain infrastructure on private property) on terms consistent with *our* design, satisfactory to *us* and at no cost to *us*, to secure tenure for any assets installed as part of the *connection services*, provided that, if an easement is required:
  - (i) *we* will provide details on the required location and size in *our* design;
  - (ii) it must be granted in perpetuity by the registered owner of the land;
  - (iii) it must be as set out on *our* relevant standard easement conditions registered with the Queensland Department of Natural Resources and Mines (dealing numbers 710384570 (freehold) and 711950329 (State land, leasehold and reserves)); and
  - (iv) *you* must procure a survey plan of that easement, suitable for registration, and any other necessary documentation, which must be sent to *us* for review, approval and execution prior to lodgement.
- (c) You must ensure that:
  - (i) *we*, and our *representatives*, can access the land and improvements as described in clause 8.2(a)(i) in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and
  - (ii) *you* take reasonable precautions to protect from harm all plant and equipment (including, without limitation, metering equipment) that is installed on the *premises* by *us* or our *representatives* pursuant to this *contract*.

## 8.3. Information you must give us

- (a) You must give *us* all information:
  - (i) about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any part of the *Ergon Energy activities*, as soon as possible (and in any case before *we* start the *Ergon Energy activities*); and
  - (ii) that *we* reasonably ask *you* for in connection with this *contract*.
- (b) You must notify *us* immediately if:
  - (i) any information that *you* previously gave *us* stops being accurate; or
  - (ii) *you* become aware of any matter or thing that might affect the nature, cost or timing of any part of the *connection service*, or anything *we* must do under this *contract*.
- (c) The information and notification requirements in clauses 8.3(a) and 8.3(b) apply not just to core matters related to the physical *connection* but also to ancillary matters such as relevant control, washdown and quarantine procedures designed to prevent the spread of noxious weeds, plant diseases, invasive animals and pests.
- (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 should quote the Ergon Energy Work Request No. set out on the cover page in all communications with *us*.

## 9. INSPECTIONS

- (a) While *we* (and other third parties) periodically carry out inspections for the purpose of auditing and assessing the extent to which electrical contractors are complying with the *energy laws*, *we* do not represent or warrant that:
  - (i) *we* (or any third party) will carry out an inspection at *your premises*;



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- (ii) any inspection carried out by *us* or any third party will identify any or all faults or defects, or that the electrical installation and *premises connection assets* are free from faults or defects if none is identified in the course of any such inspection,

and *you* remain responsible and liable for all work undertaken by *your* electrical contractor.

- (b) Whether or not *we* have carried out an inspection at *your premises*, *we* may, at any time, notify *you* of any work in relation to the electrical installation or the *connection assets* that must be completed by *you* (including through *your* electrical contractor) in order to comply with this *contract*. Failure to rectify such a defect may result in *disconnection* of the *premises* from *our distribution system* in accordance with the *energy laws*.

## 10. LIABILITY

### 10.1. General

- (a) This clause 10 survives the expiry or earlier termination of this *contract*.
- (b) Despite any provision of this *contract*, *we* will not be liable to *you* for any liability arising from delays to the progress or completion of the *Ergon Energy activities* for any reason, to the full extent permitted 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*.
- (c) *You* acknowledge and agree that, as referred to in clause 3(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*, as this is dealt with in an *ongoing connection contract* between *you* and *us*, 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
    - (B) interruptions to, or failures of, the supply of electricity to *your premises*; and
  - (ii) any other matter that is governed by that *ongoing connection contract*,  
is governed solely by that *ongoing connection contract*, and *we* will not have any liability to *you* under this *contract* in relation to any of those matters.

### 10.2. Indemnity

*You* must indemnify *us* in respect of all liability incurred by *us* in connection with *your* failure to comply with this *contract*, any *approvals* and any *laws*, except to the extent it arises from *our* negligence or wilful misconduct.

### 10.3. 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*; or
  - (ii) the quality, fitness or safety of electricity or the *connection service*,  
other than as set out in this *contract*.
- (b) Any liability *we* have to *you* under these laws that cannot be excluded but that can be lawfully limited is (at *our* option) limited to:
  - (i) providing equivalent goods or services provided under this *contract* to *your premises*; or
  - (ii) paying *you* the cost of replacing the goods or services provided under this *contract* to *your premises*, or acquiring equivalent goods or services.

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

## 10.4. No liability for indirect or consequential loss

Notwithstanding any other provision of this *contract* (except for clause 10.1(c)(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.

## 10.5. Contributory negligence

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

## 11. COMPLAINTS AND DISPUTE RESOLUTION

- (a) If *you* have a query or complaint relating to this *contract*, *you* may lodge a complaint with *us* in accordance with *our* standard complaints and dispute resolution procedures, which are available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)).
- (b) We must handle a complaint made by *you* in accordance with the relevant Australian Standards and *our* standard complaints and dispute resolution procedures, which are available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)). We must provide *you* with a copy of these procedures upon request.
- (c) If *you* are not satisfied with the response to any query, complaint or dispute raised with *us*, and it is within the purview of the Energy and Water Ombudsman Queensland, *you* may refer the complaint or dispute to this Ombudsman.
- (d) This clause does not limit *your* rights under relevant *energy laws* to refer a dispute regarding the terms and conditions of this *contract* or the *connection charges* payable to *us* to the AER.
- (e) We must inform *you* of the outcome of any complaint made by *you* to *us*.
- (f) *You* can contact *us* using the relevant contact details set out on *our* website ([www.ergon.com.au](http://www.ergon.com.au)).

## 12. GENERAL

### 12.1. Our obligations

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

- (a) we are deemed to have complied with the obligation if another person does it; and

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- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

## 12.2. Ownership

Apart from any metering installation (which is owned by the relevant *Metering Provider*), any equipment:

- (a) upstream of the *connection point* remains *our* property and under *our* control, and the operation and maintenance of this equipment is *our* responsibility; and
- (b) downstream of the *connection point* remains *your* responsibility.

## 12.3. Force majeure event

We will be relieved from complying with any obligation under this contract to the extent that we are prevented from performing the obligation by any *force majeure event*.

## 12.4. Privacy of personal information

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

## 12.5. Confidentiality

You must keep this contract, and the terms of all dealings with us in connection with this contract, confidential. You must also comply with any relevant confidentiality provisions in the *energy laws*.

## 12.6. Retention of property

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

## 12.7. 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 12.7(b) applies unless an amount payable under this contract is stated to include GST.
- (b) Where any amounts paid by you or by us under this contract are payments for “taxable supplies” as defined for GST purposes, then, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 12.8. Accrued rights and obligations

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

## 12.9. Applicable law

The laws of Queensland govern this *connection establishment contract*.

## 12.10. Amendment

This contract can be amended by agreement between you and us.

## 13. GLOSSARY

*ACS price list* means Ergon Energy’s Price List for Alternative Control Services, a copy of which is available on our website ([www.ergon.com.au](http://www.ergon.com.au));

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

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

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*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);

*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;

*capital contribution* has the meaning given to that term in the *Connection Policy* (essentially, the contribution made by a customer towards a *network extension* or *augmentation*) and to the value set out in Item 1.3 of the Schedule;

*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 point* means the point where the *Retail Customer's* electrical installation is connected to *our distribution system*, the specific location of which will be determined through our design process;

*connection service* means a service relating to a *connection alteration* or a *new connection* to permit the *connection* of the *premises* to *our distribution system* at the *connection point*, as described in the *Ergon Energy activities*;

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

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

*contract* means this contract, which is a *connection establishment contract*;

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

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

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

*energy laws* means the laws relevant to energy, including (as relevant), the *Electricity Act 1994* (Qld), *Electricity Regulation 2006* (Qld), *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *NEL*, *NER*, *NERL*, *NERR* and any rules, regulations, instruments and plans and applicable Australian Standards (including, without limitation, the AS/NZS 3000 Wiring Rules and AS 4777);

*Ergon Energy activities* means the activities described as such in Item 1.1 of the Schedule, which are the main activities *we* need to do to provide the *connection service*;

*Ergon Energy obtained approvals* means the following approvals:

- (a) vegetation clearing permits for vegetation contained on a public road (if applicable);
- (b) working on roads;
- (c) approval to place asset on local government or Department of Main Roads land;
- (d) cultural heritage;
- (e) environmental approvals;
- (f) native title and ILUAs (Indigenous Land Use Agreements);
- (g) consents to works and easements; and
- (h) consent to enter property;

*force majeure event* means an event outside the control of *us* or *you* (such as, without limitation, natural disasters and acts of God);

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*Form A* means the form of that name available on *our* website ([www.ergon.com.au](http://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*;

*generating unit* has the meaning given to that term in the *NER*;

*good electricity industry practice* means, for *Ergon Energy*, 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 *distribution system*, taking into account the size, duty, age, location and technological status of the *distribution system* and any other relevant factors;

*Incremental Revenue Offset* means the amount of incremental revenue (if any) specified in Item 1.3 of the Schedule, calculated in accordance with *our Connection Policy*;

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

*latent defect* means physical conditions on the *premises* or its surroundings, including artificial things but excluding weather conditions or the effect of weather conditions, which differ materially and substantially from the physical conditions which should reasonably have been anticipated by an experienced and competent contractor at the date of the *offer* for the *connection service*;

*law* means any legally binding law, legislation, statute, act, rule, order or regulation that is enacted, issued or promulgated by the State of Queensland, the Commonwealth of Australia or any relevant local authority;

*material change* means any change to the *connection services*, the costs of the *connection services* or the timing of provision of the *connection services*, where this change is not of a minor nature;

*Mount Isa-Cloncurry supply network* means that part of the supply network (as the term "supply network" is defined in the *Electricity Act 1994* (Qld)) that is:

- (a) located in the Mount Isa-Cloncurry region and not *connected* to the *national grid*;
- (b) owned and operated by *Ergon Energy*; and
- (c) subject to economic regulation;

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

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

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

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

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

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

*ongoing connection contract* means a *connection contract* between the parties under Part 4 of the *NERR* that provides for the ongoing *connection* of the *premises* to the *distribution system* and the provision of *supply services*;

*overhead service line* means an overhead *service line* that extends no further into the *premises* than the maximum requirement specified in the *energy laws* and the *QECMM Documents*;

*premises* means the premises set out in Item 1.6 of the Schedule;

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

*QECMM Documents* means:

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

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- (b) where the *connection* is on a part of *Ergon Energy's distribution system* that is not part of either the *national grid* or the supply network located in the Mount Isa-Cloncurry area, *Ergon Energy's "Guidelines for Electrical Installations at Isolated Systems"* PW000202R114, which can be obtained from *Ergon Energy's* general customer service on 13 12 53;

*reimbursement scheme contribution* means a contribution made by a customer under a reimbursement/pioneer scheme, as those terms are defined in the *Connection Policy* (essentially, the contribution made by a customer designed to recompense earlier customers for the use of existing assets funded by those earlier customers) and to the value set out in Item 1.3 of the Schedule;

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

*Retail Customer* means the person or entity stated in clause 1(b), being the person or entity who is (or will be) responsible for the electricity account at the *premises*;

*Retail Customer's activities* means:

- (a) the activities described as such in Item 1.4 of the Schedule;
- (b) all items necessary and incidental to the completion of such activities, including the obtaining of any *approvals* for such work; and
- (c) the obtaining of all *approvals* and access rights necessary for the completion of the *connection service*, other than the *Ergon Energy obtained approvals*;

*security fee* has the meaning given to that term in the *Connection Policy* (essentially, an additional fee payable in certain high-risk circumstances) and to the value set out in Item 1.3 of the Schedule;

*service line* means an electric line owned by *us* that *connects our distribution system* to the *connection point*;

*service order* means a valid service order from the *Retail Customer's electricity retailer* that requests *us* to carry out the *connection service*;

*service pillar* means an underground pillar owned by *us* that *connects our distribution system* to the *connection point*, which will be located no further into the *premises* than the maximum requirement specified in the *energy laws* and the *QECMM Documents*;

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

*street lighting customer* means the State or a local government that consumes electricity at *street lighting premises*;

*street lighting premises* has the meaning given to that term in the *NERL*;

*SWER line* means a single wire earth return (that is, a single-wire electricity distribution line which supplies single phase electrical power such that the earth is used as the return path for the current);

*technical and safety obligations* means the obligations set out in:

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

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

## 14. INTERPRETATION

Except in relation to the names of pieces of legislation, italicised terms in this *contract* have the meaning given in the *ongoing connection contract*, this *contract* (refer to the glossary in clause 13) or the *energy laws* (in particular the *NER*).

# Negotiated Connection Establishment Contract: connection of metered load; no micro embedded generating unit(s)



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

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