



positive energy

# Negotiated Customer Connection Contract – Embedded Generator (without construction)

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ENERGEX Limited (**ENERGEX**)

[Click here to enter customer.](#) (**Customer**)

Planner: [Click here to enter planner.](#)

Site Name: [Click here to enter site name.](#)

Site Address: [Click here to enter site address](#)

Work Request: [Click here to enter WR](#)



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## Date

## Parties

Name **ENERGEX Limited ABN 40 078 849 055 ("ENERGEX")**  
 Notice details As stated in Item 1 of Schedule 3

Name **The Entity named in Item 2 of Schedule 3) ("Customer")**  
 Notice details As stated in Item 3 of Schedule 3

## 1. Background

- (a) The Customer owns or operates the *Premises* which are located within the area serviced by ENERGEX's *supply network*.
- (b) ENERGEX has agreed to provide *Connection Services* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point* on the terms of this contract.
- (c) There is, or will be, a *Generating System* installed at the *Premises* which has a nameplate capacity below 5 MVA.
- (d) The Customer wishes to connect the *Generating System* to the Customer's *electrical installations* on the *Premises* such that electricity generated by the *Generating System* can be exported into ENERGEX's *supply network*.
- (e) The Customer wishes to receive a supply of electricity from ENERGEX's *supply network* to the Customer's *electrical installations* present on the *Premises* and supply electricity from the Customer's *electrical installations* present on the *Premises* to ENERGEX's *supply network*.

## 2. Definitions and Interpretation

Words appearing in bold italicised type *like this* are defined in Schedule 1 of this contract.

## 3. Connection Terms and Conditions Applying to You

This contract sets out the terms and conditions in relation to the provision by ENERGEX of *Connection Services* to the Customer with respect to the Customer's *electrical installations* present on the *Premises*.

## 4. Term of this Contract

### 4.1 When does this contract start?

This contract will start on the date the last of the parties sign this contract. ENERGEX'S obligation to provide each of *customer connection services* and *generator connection services* to the Customer with respect to the Customer's *electrical installations* present on the *Premises* starts on the relevant *Commencement Date*.

## 4.2 When this contract ends

- (a) Subject to clause 4.6, this contract ends on the earlier of the following to occur:
- (i) subject to paragraph (b), the end of the *notice period* commencing on the Customer or the *Customer's retailer* notifying ENERGEX (a "*termination notice*") that the Customer wishes the provision of the *Connection Services* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point* to be terminated (even if the Customer has vacated the *Premises* earlier); or
  - (ii) ten (10) *business days* after ENERGEX *disconnects* the Customer's *electrical installations* present on the *Premises* if the Customer has not:
    - (A) met the requirements for reconnection set out in this contract and the *Electricity Industry Code*; and
    - (B) made a request to the *Customer's retailer* to be reconnected, within that time.
- (b) Subject to clause 4.6, if the *Customer's retailer* gives a *termination notice* but the Customer does not give safe access to the *Premises* to conduct a final meter reading (where relevant), then ENERGEX'S obligation to provide *Connection Services* will not end under subparagraph (a)(i) until the earlier of:
- (i) the end of the *notice period* commencing on safe access being given; and
  - (ii) when the meter is read or the relevant *metering data* are obtained.

## 4.3 Termination of generator connection services

The obligations of ENERGEX to provide *generator connection services* ends on the end of the *notice period* commencing on the Customer notifying ENERGEX that the Customer wishes the provision of *generator connection services* to the Customer's *electrical installations* present on the *Premises* to be terminated.

## 4.4 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

## 4.5 Notice periods

- (a) For the purposes of clauses 4.2(a)(i) and 4.2(b) the *notice period* is thirty (30) *business days*.
- (b) In this clause 4.5, a "*business day*" does not include a *local holiday* in the district area where the *Premises* is located.
- (c) Provided the *generator connection services* have previously been terminated and ENERGEX's only obligation is to provide *customer connection services* then for the purpose of clause 4.2, *notice period* is dependent on the location or *feeder* type of the *Premises*. The table below sets out the relevant *notice periods*.

<b>Premises Description</b>	<b>Notice Period</b>
All premises other than <i>excluded locations</i>	Five (5) <i>business days</i>
Premises in <i>excluded locations</i>	Ten (10) <i>business days</i>

#### 4.6 Customer's Undertaking

- (a) The Customer undertakes to ENERGEX that it will not register (nor consent or permit any other person to be so registered) as a Generator under the *National Electricity Rules*, with respect to the *Generating System*.
- (b) If registration contrary to clause 4.6(a) occurs, ENERGEX may:
  - (i) immediately terminate this contract by written notice to the Customer; and
  - (ii) *disconnect* the Customer's *electrical installations* present on the *Premises*.

## 5. Scope of this Contract

### 5.1 What is covered by this contract?

- (a) Subject to the *electricity legislation*, ENERGEX will provide the *customer connection services* to the Customer in accordance with this contract from the relevant *Commencement Date*.
- (b) Subject to the *electricity legislation*, ENERGEX will provide the *generator connection services* to the Customer in accordance with this contract from the relevant *Commencement Date*.
- (c) ENERGEX consents to the Customer having installed on its *Premises* the *Generating System* for interconnection with ENERGEX's *supply network* under clause 28 of the *Electricity Regulation 2006* (Qld), provided that the Customer complies with this contract. However, for the avoidance of doubt, nothing in this contract provides that the *Generating System* is to be taken to be connected to the *supply network* for the purposes of other provisions of *electricity legislation*.

### 5.2 What is not covered by this contract?

This contract does not cover:

- (a) the provision of *customer retail services* to the Customer's *Premises*, which will be governed by the Customer's *retail contract* with the *Customer's retailer*;
- (b) the arrangement for connecting the Customer to ENERGEX's *supply network* where augmentation of ENERGEX's *supply network* will be required in order to connect the Customer's *electrical installations* present on the *Premises*. In this situation the Customer may be required to pay ENERGEX a capital contribution towards the expansion of ENERGEX's *supply network*. This will be dealt with by a separate agreement between the Customer and ENERGEX;
- (c) the provision of any systems or equipment or communications apparatus that *AEMO* may require that the Customer purchases or obtains from *AEMO* or that is otherwise obtained,

operated or required for the purposes of market activity by the Customer, whether for bidding, rebidding, dispatch, real time remote monitoring or remote control;

- (d) the provision of consultation or design services or any check, audit, review or inspection of the *Premises* or *Facilities* at the *Premises*, the Customer's designs, high voltage network or low voltage network;
- (e) the testing or commissioning of the *Premises* or *Facilities* at the *Premises* or any relevant controls, governors, excitation control systems, or generator protection;
- (f) the calculation or approval of transmission loss factors;
- (g) the organisation or undertaking of or payment for any stability or similar system studies; and
- (h) the installation and operation of the *Generating System* and the connection of the *Generating System* to the Customer's *electrical installations* at the *Premises*, which the Customer acknowledges will be effected at its own cost and at its own risk.

### 5.3 Connection point

- (a) Subject to the *electricity legislation*, ENERGEX must provide, install and maintain equipment for the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point* in a manner which is safe and in accordance with the *electricity legislation*.
- (b) Notwithstanding anything else in this contract, ENERGEX's obligations extend from its *supply network* up to the *Connection Point*:
  - (i) for the delivery of electricity from ENERGEX's *supply network* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point*; and
  - (ii) for the receipt of electricity from the Customer's *electrical installations* present on the *Premises* at the *Connection Point* for distribution through ENERGEX's *supply network*.

### 5.4 Compliance with electricity legislation

ENERGEX must comply with applicable *electricity legislation* relating to the provision of *customer connection services* and *generator connection services* to the Customer's *electrical installations* present on the *Premises*.

### 5.5 Customer's Operation

Subject to the terms of this contract :

- (a) ENERGEX will provide *Connection Services*:
  - (i) to enable the supply of electricity from ENERGEX's *supply network* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point* up to, but not more than, the *Maximum Connection Capacity*; and



- (ii) to enable the supply of electricity from the Customer's *electrical installations* present on the *Premises* to ENERGEX's *supply network* at the *Connection Point* up to, but not more than, the *Maximum Connection Capacity*;
- (b) The Customer must operate the *Premises* and its *Facilities* at the *Premises*, or ensure that these items are operated, in a manner which limits:
  - (i) the supply of electricity from ENERGEX's *supply network* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point* up to, but not more than, the *Maximum Connection Capacity*; and
  - (ii) the supply of electricity from the Customer's *electrical installations* present on the *Premises* to ENERGEX's *supply network* at the *Connection Point* up to, but not more than, the *Maximum Connection Capacity*.

## 5.6 Maximum Connection Capacity

- (a) The Customer acknowledges that to transfer electricity through the *Connection Point* in excess of the *Maximum Connection Capacity* may require upgrades or physical works to ENERGEX's *supply network* and the *Connection Point*. The Customer must make a request to ENERGEX if the Customer anticipates that it will require *customer connection services* or *generator connection services* to enable the supply of electricity from the Customer's *electrical installations* present on the *Premises* to ENERGEX's *supply network* at the *Connection Point*, or the receipt of electricity from ENERGEX's *supply network* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point* in excess of the *Maximum Connection Capacity*.
- (b) ENERGEX will consider a request under clause 5.6(a) having regard to the capacity of ENERGEX's *supply network* and the *Connection Point*, the requirements of other users of ENERGEX's *supply network*, the forecasts provided by ENERGEX to *Powerlink Queensland* for demand requirements, and ENERGEX's obligations under the *Laws*. The Customer acknowledges and agrees that ENERGEX may, in its sole discretion, determine whether the *Maximum Connection Capacity* can be increased (and in what time-frame) and determine the requirements (including costs) needed to bring about any such increase.
- (c) If at any time electricity is transferred through the *Connection Point* (either the supply of electricity from the Customer's *electrical installations* present on the *Premises* to ENERGEX's *supply network* at the *Connection Point* or the receipt of electricity from ENERGEX's *supply network* to the Customer's *electrical installations* present on the *Premises* at the *Connection Point*) that exceeds the *Maximum Connection Capacity* then:
  - (i) ENERGEX may immediately *disconnect* the Customer's *electrical installations* present on the *Premises* from ENERGEX's *supply network*; and
  - (ii) the Customer will indemnify ENERGEX for any costs, loss, expenses or damages incurred or suffered by ENERGEX or a third party claiming through or against ENERGEX, as a result of the Customer supplying or receiving electricity at the

*Connection Point* exceeding the *Maximum Connection Capacity* including but not limited to any direct, indirect or consequential loss, whether or not foreseeable at the date of this contract.

## 5.7 Responsible Person

Both of ENERGEX and the Customer acknowledge that the person who is initially responsible for the provision of a metering installation (within the meaning of the *National Electricity Rules*) for the *Connection Point* is the person stated in Item 8 of Schedule 3). The Customer must notify ENERGEX of any change as to the *Responsible Person*.

## 6. ENERGEX's Liability

### 6.1 Operation of Laws

- (a) The *Competition and Consumer Act 2010* (Cth) and other *Laws* imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- (b) Unless one of these *Laws* requires it, ENERGEX gives no condition, warranty or undertaking, and ENERGEX makes no representation to the Customer, about the condition or suitability of the *Connection Services* or electricity including its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Any *Liability* ENERGEX has to the Customer under these *Laws* that cannot be excluded but that can be limited is (at ENERGEX's option) limited to:
  - (i) providing equivalent goods or services to those provided under this contract; or
  - (ii) paying the Customer the cost of replacing the goods or services provided under this contract, or acquiring equivalent goods or services.

### 6.2 Non-exclusion

Sections 97 and 97A of the *Electricity Act* and 119 and 120 of the *National Electricity Law*, and any other limitations of *Liability* or immunities granted under *electricity legislation*, are not limited in their operation or application by anything contained in this contract.

### 6.3 Survival of this clause

This clause 6 will continue to apply after expiration or termination of this contract.

### 6.4 Limitation of ENERGEX's Liability

- (a) Each of ENERGEX and the Customer agree that, to the maximum extent permitted by the *Laws*:
  - (i) ENERGEX is not liable to the Customer (whether under contract, in tort, in equity, under statute or otherwise) for *Liability* brought against or incurred by the Customer arising out of any act or omission of ENERGEX in connection with this contract; and
  - (ii) the Customer releases ENERGEX from claims by the Customer in respect of any such *Liability*,

except to the extent that the *Liability* arises from acts or omissions of ENERGEX or ENERGEX's employees which constitute gross negligence or fraud.

- (b) ENERGEX and the Customer acknowledge that this is a contract for the provision of *Connection Services* and not an agreement for the sale of electricity.

## 6.5 No Consequential Loss

Subject to clause 5.6(c) and without prejudice to the Customer's obligations to pay any amounts which this contract states are to be paid by the Customer, despite any other provision of this contract, neither party is liable to the other (whether under contract, in tort, in equity, under statute or otherwise) for any *Liabilities* which are of an indirect, consequential or special nature, business interruption losses, loss of profits, loss of business opportunity or other forms of economic loss suffered by the other however arising (including but not limited to the default or sole or concurrent negligence of a party or its employees and whether or not foreseeable at the date of this contract).

## 7. Customer's General Obligations

### 7.1 Full information

The Customer must not mislead or deceive ENERGEX in relation to any information provided to ENERGEX.

### 7.2 Updating information

The Customer must inform ENERGEX as soon as possible if there is any:

- (a) change to the Customer's contact details; or
- (b) change materially affecting access to any metering equipment at the *Premises*.
- (c) proposed change in wiring or plant or equipment, including metering equipment, or any change to the operation of connected plant or equipment which may affect the quality, reliability, safety or metering of the connection or the transfer of electricity to or from the *Premises* or any other person;
- (d) permanent material changes to the electrical load or pattern of usage at the *Premises*. Examples of material changes include the installation of a large new air-conditioning plant, motor, welder or other new equipment that uses a large amount of power, or an increase in the size of a factory or manufacturing plant; or
- (e) change to the nominal capacity of the *Generating System* or the estimated export/import generation profile.

### 7.3 Customer's general obligations

The Customer must:

- (a) pay for the *Connection Services* to the Customer's *electrical installations* present on the *Premises* in accordance with this contract;
- (b) comply with applicable *electricity legislation* and other relevant instruments relating to the provision of *Connection Services* under this contract;

- (c) comply with ENERGEX's reasonable requirements in accordance with applicable *electricity legislation*;
- (d) if reasonably requested by ENERGEX including for any of the reasons set out in sub-paragraphs (f), (g), (h), (k), (l) and (m) of clause 12.2, arrange for the *Generating System* to be *disconnected* from the *Connection Point* within the time specified in that notice;
- (e) provide and maintain at the *Premises* space, equipment, access, facilities or anything else the Customer must provide for the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises*;
- (f) operate, or ensure the operation of, the *Facilities* and all equipment at the *Premises* in accordance with:
  - (i) *Good Electricity Industry Practice*;
  - (ii) applicable Australian Standards; and
  - (iii) this contract;
- (g) if the *Facilities* (or any part thereof) or the *Premises* are owned or operated by a third party, enter into appropriate back-to-back arrangements with that third party (including a connection contract under which the Customer agrees to provide services analogous to the *Connection Services* to that third party in relation to the point of connection between the *Generating System* and the Customer's *electrical equipment*), the terms of which must be in a form satisfactory to ENERGEX (in its sole discretion) and must ensure that:
  - (i) ENERGEX can properly exercise its rights set out in this contract, particularly in respect of access as set out in clause 8; and
  - (ii) if the *Generating System* is owned or operated by a third party, that the third party complies with the requirements of this contract in respect of the *Generating System* (the Customer acknowledging that it remains responsible to ENERGEX as to compliance with this contract); and
- (h) comply with Chapters 4, 5, 6 and 7 of the *National Electricity Rules* (as varied by Chapter 9 and incorporating the relevant definitions in Chapter 10) as if the Customer was registered as a "Customer" (within the meaning of the *National Electricity Rules*).

#### 7.4 No interference

The Customer must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to the Customer's *electrical installations* present on the *Premises*;
- (b) interfere or allow interference with any of ENERGEX's equipment which is at the *Premises* except as may be permitted by *Laws*;
- (c) use the electricity supplied to the Customer's *electrical installations* present on the *Premises*, generate electricity or allow the use of the *Facilities* in a manner which:
  - (i) unreasonably interferes with the connection or supply of electricity to another *customer*; or

- (ii) causes damage or interference to any third party;
- (d) allow *customer connection services* or *generator connection services* provided by ENERGEX to be used other than in accordance with this contract or the *electricity legislation*; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

### 7.5 Wrongful use

If the Customer has breached clause 7.4 of this contract, ENERGEX or the *Customer's retailer* may, in accordance with the *electricity legislation*:

- (a) estimate the amount of electricity so obtained and bill the Customer or take debt recovery action against the Customer for that amount;
- (b) undertake any necessary rectification work at the Customer's cost; and
- (c) arrange for the immediate *disconnection* of the Customer's *electrical installations* present on the *Premises*.

### 7.6 Operation of Facilities

- (a) The Customer must ensure that:
  - (i) the *Facilities* at its *Premises* are operated; and
  - (ii) outages, repairs and maintenance (both planned and unplanned) of the *Facilities* at its *Premises* are undertaken,
 in accordance with the operating protocol in Schedule 5). However, the Customer may depart from the operating protocol to meet its obligations under any *Laws*.
- (b) ENERGEX must ensure that:
  - (i) its *Facilities* used for the provision of *Connection Services* are operated; and
  - (ii) outages, repairs and maintenance (both planned and unplanned) of its *Facilities* used for the provision of *Connection Services* are undertaken,
 in accordance with the operating protocol in Schedule 5). However, ENERGEX may depart from the operating protocol to meet its obligations under any *Laws*.
- (c) The Customer must, if requested by ENERGEX and to the extent reasonably practicable, operate, or ensure the operation of, the *Facilities* at the *Premises* and the connection equipment in a manner which permits ENERGEX to comply with ENERGEX's obligations under the *National Electricity Rules*.
- (d) If ENERGEX reasonably considers that the operation of the *Facilities* at the *Premises* or the Customer's connection equipment is having or will have an adverse effect on the operation of ENERGEX's *supply network* or ENERGEX's equipment, the Customer must comply, or ensure compliance, with any reasonable directions given by ENERGEX to correct that interference or effect.

### 7.7 Planned Outages

- (a) For the purpose of fulfilling its obligations under the *Laws*, ENERGEX may undertake planned outages affecting the provision of *Connection Services* to the Customer.

- (b) If either party proposes to undertake a planned outage for any purpose it must, wherever possible, attempt to coordinate the timing of the activity with the other party. In circumstances where it is not possible to coordinate these activities, the party planning the activity must give the other party the following periods of notice:
- (i) if the outage will be of less than 24 hours duration – at least five (5) **business days**;
  - (ii) if the outage will be of more than 24 hours duration – at least ten (10) **business days**.

## 7.8 Operating Protocols

Where considered necessary, ENERGEX and the Customer may:

- (a) jointly develop and implement operating protocols for the interaction between the **Facilities** at the **Premises** and ENERGEX's **supply network** to deal with, among other things, switching procedures, safety, compliance with all **Laws** and satisfactory operation of those **Facilities** and ENERGEX's **supply network**. The minimum requirements for any such operating protocols are set out in Schedule 5).
- (b) develop and implement the operating protocols before the later of the connection of the **Generating System** to the Customer's **electrical installations** present on its **Premises** and the connection of the Customer's **electrical installations** present on the **Premises** to ENERGEX's **supply network** and must amend the operating protocols from time to time as appropriate.

## 7.9 Technical Requirements

- (a) The Customer **must** comply with the requirements set out in Schedule 9) (if any).
- (b) Upon request by ENERGEX, the Customer must, within forty (40) **business days** of the request, provide evidence to satisfy ENERGEX (acting reasonably) that the Customer is complying with any technical requirements contained in this contract (including the requirements contained in Schedule 9)).

## 7.10 Change to pattern of operation

If the pattern of operation of the **Facilities** or the **Premises** is such that it:

- (a) adversely impacts on ENERGEX's **supply network**; or
- (b) impacts on the safety of ENERGEX's employees, contractors or **customers**,

ENERGEX may request the Customer to modify, or ensure the modification of, the pattern of operation in a way directed by ENERGEX. If so requested, the Customer must comply promptly and at its own cost.

## 7.11 Testing

- (a) The Customer must ensure that ENERGEX can inspect and, where necessary, test the **Generating System** at any time to satisfy itself that the Customer is complying with its obligations under this contract.
- (b) Except in an **emergency**, or as otherwise permitted under the **Laws**, ENERGEX must give the Customer reasonable notice before exercising its rights under this clause.

- (c) Upon reasonable request by ENERGEX, the Customer must provide reasonable assistance to ENERGEX to carry out the actions referred to in this clause.

## 8. Access to the Premises

### 8.1 The Customer's obligations

The Customer must provide ENERGEX and ENERGEX's *Authorised Representatives* (together with all necessary equipment and space to locate relevant equipment and machinery), (or must ensure that ENERGEX and ENERGEX's *Authorised Representatives* are provided with) safe, convenient 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:

- (a) read, test, maintain, inspect or alter any meter at the *Premises*;
- (b) calculate or measure electricity supplied or taken at the *Premises*;
- (c) check the accuracy of metered consumption at the *Premises*;
- (d) replace meters, control apparatus and other *electrical equipment* of ENERGEX;
- (e) connect or *disconnect* the Customer's *electrical installations* present on the *Premises*;
- (f) examine or inspect an *electrical installation* at the *Premises*;
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of ENERGEX's works at the *Premises*;
- (h) undertake repairs, testing or maintenance of ENERGEX's *supply network*;
- (i) clear vegetation from *electric lines* and equipment owned by ENERGEX;
- (j) take action to decide the appropriate tariff or charging category for the *Premises*; and
- (k) perform services requested by the Customer or the *Customer's retailer*.

### 8.2 ENERGEX's obligations

ENERGEX and its *Authorised Representatives* seeking access to the *Premises* must:

- (a) comply with all relevant requirements under the *electricity legislation*;
- (b) carry or wear official identification; and
- (c) show the identification if requested.

## 9. Interruption to supply

### 9.1 Supply may be interrupted or limited

The Customer acknowledges that the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises* may be *interrupted* or limited in the circumstances set out in the *electricity legislation* or in accordance with the conditions of any applicable tariff, charging category or any applicable *notified prices* condition.

## 9.2 Interruptions

- (a) Subject to paragraph (b), ENERGEX must notify the Customer of a planned *interruption* at least two (2) *business days* prior to the planned *interruption* and that notice may be by mail, letterbox drop, press advertisement or other appropriate means.
- (b) For work that needs to be performed without delay to prevent, rectify or mitigate an *emergency*, ENERGEX must give the Customer whatever notice is reasonable in the circumstances.

## 9.3 Customer's right to information

- (a) At the Customer's request, ENERGEX must use its reasonable endeavours to provide an explanation for any:
  - (i) *interruption* to the supply of electricity to the Customer's *electrical installations* present on the *Premises*; or
  - (ii) supply of electricity to the Customer's *electrical installations* present on the *Premises* of a quality in breach of any relevant standards under *electricity legislation*.
- (b) If the Customer requests that the explanation be in writing, ENERGEX must, within ten (10) *business days* of receiving the request, give the Customer either:
  - (i) the written explanation; or
  - (ii) an estimate of the time it will take to provide a more detailed explanation where a longer period is reasonably required in the circumstances.

## 9.4 Emergencies

If the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises* is *interrupted* in or as a result of an *emergency*, ENERGEX must:

- (a) make information on the following available, by way of ENERGEX's 24 hour information service:
  - (i) the nature of the *emergency*; and
  - (ii) where reasonably possible, an estimate of the time when the supply of electricity will be restored; and
- (b) use all reasonable endeavours to restore the supply of electricity to the Customer's *electrical installations* present on the *Premises* as soon as possible.

## 9.5 No guarantee of supply

- (a) The Customer acknowledges and agrees that, due to a variety of factors that influence the generation, transmission, distribution and supply of electricity, there may from time to time be:
  - (i) *interruptions* to the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises*; or



- (ii) variations in the quality or frequency of electricity supply to or from the Customer's *electrical installations* present on the *Premises*.
- (b) The Customer must make its own assessment of whether the Customer needs (either at the time of entering into this contract or any time during its term) to:
  - (i) establish a back up electricity supply for the *Premises*; or
  - (ii) install equipment or systems to protect the *Facilities* at the *Premises* from *interruptions* to *Connection Services* or fluctuations in the quality or frequency of electricity supply to or from the Customer's *electrical installations* present on the *Premises*.
- (c) The Customer must ensure that a safe shutdown of the *Facilities* at the *Premises* can be conducted in the event of an *interruption* (whether planned or unplanned) to the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises*.

## 9.6 Network Constraints

ENERGEX is not in breach of this contract if it is unable due to a *Network Constraint* to provide *Connection Services* to the Customer's *electrical installations* present on the *Premises* as otherwise contemplated by this contract.

## 9.7 Single Credible Contingency Event

- (a) The Customer agrees that the existing and any future system for the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises* may not be designed or constructed to withstand a single *Credible Contingency Event* directly affecting the transfer of electricity through the *Connection Point*. As such, if a single *Credible Contingency Event* occurs, an *interruption* to connection and supply to and from ENERGEX's *supply network* may result.
- (b) If:
  - (i) Part 3 of Schedule 4) states that this clause 9.7(b) applies; and
  - (ii) there is a loss of any single *Network Element* affecting electricity supply to or from the Customer's *electrical installations* present on the *Premises*,

ENERGEX will use its reasonable endeavours (including by using any other available *Network Element*) to maintain electricity supply to or from (as relevant) the Customer's *electrical installations* present on the *Premises* to meet the Customer's requirements up to the *Maximum Connection Capacity*.

## 9.8 Abnormal Operating Conditions

- (a) The Customer agrees that the existing and any future systems for the provision of *Connection Services* to the Customer's *electrical installations* present on the *Premises* may not be designed or constructed to withstand *Abnormal Operating Conditions* on ENERGEX's *supply network*.
- (b) Subject to clause 9.8(c), non-performance by ENERGEX of its obligations under this contract as a result of *Abnormal Operating Conditions*:

- (i) is excused to the extent that such performance is prevented or delayed by the ***Abnormal Operating Conditions***; and
  - (ii) does not, to that extent, give rise to any ***Liability*** to any party (whether direct, indirect, consequential or special losses or damages of any kind) arising out of or in any way connected with that non-performance.
- (c) At ENERGEX's request the Customer must vary its demand for supply of electricity from the ***supply network*** to the Customer's ***electrical installations*** present on the ***Premises*** or modify its level of generation during any period of ***Abnormal Operating Conditions*** including without limitation, reducing the transfer of electricity at the ***Connection Point*** to nil.
- (d) If ENERGEX exercises its rights under clause 9.8(c), ENERGEX must use its reasonable endeavours to ensure that any requests by ENERGEX to vary the rate of transfer of electricity at the ***Connection Point*** are of minimum duration and consistent with the events arising.

## 10. Charges

### 10.1 Amount of Charges

The Customer must pay ENERGEX ***network charges*** and ***distribution non-network charges*** in accordance with clauses 10.2 to 10.7.

### 10.2 Determination of network charges and distribution non-network charges

- (a) The ***network charges*** and ***distribution non-network charges*** for a ***billing cycle*** will be the amount determined by ENERGEX from time to time in accordance with all applicable regulatory instruments (including any relevant processes set down in those instruments).
- (b) ENERGEX must notify the ***Customer's retailer*** of choice (or the Customer, if billing directly) whenever there is a change in the ***network charges*** or ***distribution non-network charges*** or a material change in the processes for their determination.
- (c) Examples of ***distribution non-network charges*** are ***disconnection*** fees, reconnection fees and meter test fees.
- (d) Subject to clause 10.2(e), in the event that there are any amounts payable in accordance with the ***National Electricity Rules*** by ENERGEX to the Customer in connection with the supply of electricity to ENERGEX's ***supply network*** by the Customer, then ENERGEX will pay such amounts to the Customer in accordance with the ***National Electricity Rules***.
- (e) For the avoidance of doubt, the parties agree that ENERGEX is not required to pay to the Customer any amounts under clause 5.5(h) of the ***National Electricity Rules*** as the Customer is not an ***Embedded Generator*** as defined in the ***National Electricity Rules***.

### 10.3 Charging categories

- (a) If there are any conditions that are relevant to any tariff or charging category which apply to the Customer for provision of ***Connection Services*** to the Customer's ***electrical***

*installations* present on the *Premises*, ENERGEX must advise the Customer or the *Customer's retailer* of those conditions.

- (b) The Customer must comply with any conditions referred to in paragraph (a).
- (c) If the Customer does not comply with the conditions referred to in paragraph (a), ENERGEX may change the tariff or charging category that applies to the Customer.

#### 10.4 Billing

- (a) Subject to paragraph (c), ENERGEX must prepare and submit to the *Customer's retailer* of choice, a bill for *network charges* and *distribution non-network charges* on at least a quarterly basis or at other times agreed with the *Customer's retailer* of choice.
- (b) Subject to paragraph (c), the Customer must pay the *network charges* and *distribution non-network charges* to the *Customer's retailer* of choice. If the Customer pays *network charges* and *distribution non-network charges* to the *Customer's retailer* of choice, the Customer is taken to have paid that amount to ENERGEX.
- (c) Except for *distribution non-network charges*, ENERGEX cannot bill the Customer directly if the Customer is a *small customer* unless:
  - (i) the Customer is a *business customer*;
  - (ii) the Customer has one or more relevant premises or group of premises;
  - (iii) the Customer is a *small customer* in respect of one or more of those premises; and
  - (iv) the aggregate of the annual energy consumption level for those premises equals or exceeds 100 MWh of electricity per annum;
 and ENERGEX has agreed with the Customer in writing, by obtaining the Customer's *explicit informed consent*, that ENERGEX may bill the Customer directly for *network charges*.
- (d) If requested, each party must supply to the other such supporting material, data and information in respect of the statements that the other party reasonably requires.

#### 10.5 Payment

If ENERGEX is billing the Customer directly, the Customer must:

- (a) pay the amount to the *bank* account nominated by ENERGEX from time to time; and
- (b) fax details of the payment to ENERGEX on the same day as the payment is made.

#### 10.6 Billing disputes

- (a) If a bill is disputed by the Customer on a genuine basis, the Customer must:
  - (i) pay the greater of:
    - (A) the portion of the bill which the Customer does not dispute; or
    - (B) an amount equal to the average of the Customer's bills in the last twelve (12) months;

- (ii) provide ENERGETEX with a detailed statement of the Customer's objection to the disputed amount; and
  - (iii) pay any further bills the Customer receives while the dispute is being resolved.
- (b) The parties must seek to resolve the dispute in good faith.
  - (c) Within five (5) *business days* of the settlement of the dispute, any amount agreed or determined to be paid must be paid by the Customer.

#### 10.7 Charge for dishonoured payments

If ENERGETEX is billing the Customer directly and a payment the Customer makes is dishonoured, and ENERGETEX incurs a fee as a result, the Customer must pay ENERGETEX an amount equal to the sum of:

- (a) any fee charged to ENERGETEX by its *bank*; and
- (b) a reasonable fee notified by ENERGETEX to cover its administration costs.

#### 10.8 Contracted Demand

- (a) ENERGETEX and the Customer both acknowledge that the *Contracted Demand* is used, under the network pricing schedule current as at the date of execution of this contract, for the purposes of calculating the Capacity Charge as referenced in that schedule.
- (b) The *Contracted Demand* will, subject to the subsequent provisions of this clause 10.8, be the *Contracted Demand* set out in Schedule 3), Item 6.
- (c) The *Contracted Demand* will be amended:
  - (i) to the amount (if any) as agreed by each of ENERGETEX and the Customer from time to time;
  - (ii) at the election of and as determined by ENERGETEX as being the Customer's maximum demand at the *Connection Point* in any twelve (12) month period prior to ENERGETEX setting prices in a network pricing schedule for the following financial year; and
  - (iii) in such other manner and at such other times as permitted from time to time by applicable regulatory instruments (including any relevant processes set down in those instruments).

#### 10.9 Indicative Charges

For the purposes of clause 10.2(a), attached as Schedule 6) is a summary of the *Charges* applicable for the *Premises* current as at entry into this contract. Schedule 6) (and any replacement given by ENERGETEX) being a summary only, the Customer agrees that the actual *Charges* payable to ENERGETEX will be determined in accordance with this contract.

#### 10.10 Payments on Early Termination

- (a) The cost of the *ENERGETEX Works* is recovered by ENERGETEX from the Customer through the Customer's payment of the *Charges*.

- (b) If this contract is terminated for any reason before the date being the twentieth anniversary of the first **Commencement Date** to occur, then the Customer must pay to ENERGEX within thirty (30) days of ENERGEX giving the Customer an invoice for payment, an amount intended to compensate ENERGEX for the **ENERGEX Works** which have not been recovered from the Customer through the **Charges** (called the “**Early Repayment Amount**”) calculated in accordance with Schedule 7).

## 11. Security Deposit

### 11.1 Security deposit

- (a) ENERGEX may require the Customer to provide a **security deposit**.
- (b) Unless otherwise agreed:
- (i) the amount of a **security deposit** for a **customer** who is on a quarterly **billing cycle** is to be equal to 3 times the estimated quarterly bill; and
  - (ii) the amount of a **security deposit** for a **customer** who is on a monthly **billing cycle** must not be greater than 2.5 times the estimated monthly bill.
- (c) ENERGEX may, at its discretion, accept a **bank** guarantee as an alternative to a cash **security deposit** if the amount of **security deposit** requested is greater than \$500.
- (d) The Customer must provide the **security deposit**, any increase in the **security deposit** or, if a **bank** guarantee is permitted to be provided in place of a **security deposit**, the **bank** guarantee, within five (5) **business days** after ENERGEX requests such **security deposit**, increase or **bank** guarantee.

### 11.2 Increase in security deposit

Despite clause 11.1(b), ENERGEX may request an increase in an existing **security deposit** at any time, to ensure the **security deposit** held is sufficient to secure the Customer's current **Connection Services** usage taking into account the limits on **security deposits** under clause 11.1(b) as calculated using the average of the Customer's last three bills.

### 11.3 Interest on security deposit

- (a) Where ENERGEX has received a **security deposit** from the Customer, ENERGEX will pay interest, if any, to the Customer, on the deposit at the **contract interest rate**.
- (b) Any interest accrued on the **security deposit** will be credited to the Customer's account when the **security deposit** is returned to the Customer.

### 11.4 Use of security deposit

- (a) ENERGEX may use the Customer's **security deposit** and interest which has accrued on it to offset any amount owed by the Customer to ENERGEX, if the Customer:
- (i) fails to pay an amount owing resulting in the **disconnection** of the Customer's **electrical installations** present on the **Premises**; or
  - (ii) defaults on a final bill issued by ENERGEX when the Customer vacates the **Premises** or asks that the Customer's **electrical installations** present on the **Premises** be **disconnected**.

- (b) Within five (5) *business days* of using the *security deposit*, ENERGEX will advise the Customer why and when it was used and of the Customer's obligations to provide a further *security deposit*. Nothing in this clause 11.4 permits ENERGEX to require the Customer's total *security deposit* to exceed the amount referred to in clause 11.1.

### 11.5 Obligation to return a security deposit

Where the Customer has been required to pay a *security deposit* and the Customer ceases to purchase *Connection Services* from ENERGEX at the *Premises* and a final reading of the meter for that *Premises* is completed or the Customer ceases to be billed directly by ENERGEX, ENERGEX must within ten (10) *business days* pay the *security deposit* and any interest to the Customer, or, on the Customer's written instructions, to another person.

### 11.6 Return of bank guarantee

Where ENERGEX has accepted a *bank* guarantee from the Customer in lieu of a *security deposit*, ENERGEX must return the *bank* guarantee within ten (10) *business days* of the Customer satisfying the conditions referred to in clause 11.5.

### 11.7 Identification in ENERGEX's accounts

ENERGEX must be able to separately identify *security deposits* in ENERGEX's company accounts and the value of *security deposits* which ENERGEX holds for the Customer.

## 12. Disconnection of supply

### 12.1 When can ENERGEX arrange for disconnection?

- (a) Subject to paragraph (b), ENERGEX may *disconnect* the Customer's *electrical installations* present on the *Premises* only in accordance with this clause 12.
- (b) The Customer acknowledges that ENERGEX and other authorised people have various rights and obligations to *disconnect* or arrange the *disconnection* of the Customer's *electrical installations* present on the *Premises* in the circumstances set out in the *electricity legislation*.

### 12.2 ENERGEX's rights to disconnect

ENERGEX may *disconnect* the Customer's *electrical installations* present on the *Premises*:

- (a) if the *Customer's retailer* informs ENERGEX that they have a right to arrange for the Customer's *disconnection* under their contract with the Customer and requests that ENERGEX arrange such *disconnection*;
- (b) if the *Customer* does not arrange for *disconnection* of the *Generating System* within the time specified in the notice issued under clause 7.3(d);
- (c) if, in breach of clause 7.4, the electricity or services provided to the Customer, or ENERGEX's equipment at the *Premises*, are wrongfully used or tampered with;
- (d) the Customer refuses or fails to pay ENERGEX following a request by ENERGEX for:
- (i) a payment due to ENERGEX under this contract in respect of *ENERGEX Works*;
- or

- (ii) a capital contribution towards the costs incurred, or to be incurred, by ENERGEX in extending, or increasing the capacity of, ENERGEX's *supply network* to provide *Connection Services* to the Customer's *electrical installations* present on the *Premises*;
- (e) if the Customer fails to give ENERGEX safe access in accordance with clause 8 or any other requirement under the *electricity legislation*;
- (f) for reasons of health and safety;
- (g) in an *emergency*;
- (h) if required to do so at the direction of State or Federal Police;
- (i) if the Customer has provided false information to ENERGEX or the *Customer's retailer* (in circumstances where the Customer would not have been entitled to be connected if the false information had not been provided);
- (j) if the Customer does not provide and maintain space, equipment, access, facilities or anything else the Customer must provide for the *Connection Services* under the *electricity legislation* or this contract;
- (k) if ENERGEX is otherwise permitted by *electricity legislation* to *disconnect* the Customer's *electrical installations* present on the *Premises*;
- (l) if any *Authorisation* required to be held with respect to the *Facilities* at the *Premises* or their operation or the provision of services by means of those *Facilities*, is not held;
- (m) to enable ENERGEX to undertake planned outages provided that reasonable notice has been given by ENERGEX to the Customer.

### 12.3 ENERGEX's rights after disconnection

The *disconnection* of the Customer's *electrical installations* present on the *Premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of the Customer's obligations to pay amounts to ENERGEX or the *Customer's retailer*.

### 12.4 Disconnection fee

If the Customer has not complied with a *disconnection warning* and ENERGEX arrives at the *Premises* to *disconnect* the Customer's *electrical installations* present on the *Premises* but does not do so because the Customer has rectified the matter referred to in the *disconnection warning* to ENERGEX's satisfaction, the Customer must pay ENERGEX a reasonable fee for the attendance at the *Premises*.

### 12.5 Unpaid bills

- (a) If the Customer has failed to pay a bill by the due date, ENERGEX may send the Customer a reminder notice which:
  - (i) gives the Customer at least five (5) *business days* after it is sent to make payment; and

- (ii) warns the Customer that ENERGEX may **disconnect** the Customer's **electrical installations** present on the **Premises** if payment is not made.
- (b) ENERGEX may send a **disconnection warning** if the Customer fails to make a payment in accordance with the reminder notice.
- (c) If the Customer fails to comply with the **disconnection warning** within five (5) **business days** after its receipt, ENERGEX may **disconnect** the Customer's **electrical installations** present on the **Premises** unless the amount due is less than the amount approved by the **QCA**.

## 12.6 Failure to pay a security deposit

- (a) ENERGEX may send the Customer a **disconnection warning** if ENERGEX is entitled to require a **security deposit** from the Customer, ENERGEX requests a **security deposit** and the Customer fails to pay a **security deposit**. The **disconnection warning** must give the Customer at least a further five (5) **business days** after its receipt to make payment.
- (b) If the Customer fails to make payment by the date specified in the **disconnection warning** ENERGEX may **disconnect** the Customer's **electrical installations** present on the **Premises**.

## 12.7 No exclusion of Electricity Act

ENERGEX and the Customer acknowledge that the provisions of this contract do not vary or exclude the operation of section 40E of the **Electricity Act**. The rights and remedies of ENERGEX set out in this contract are in addition to and not in replacement of those under any **Laws**, at common law or in equity.

## 12.8 Automatic disconnection

The Customer acknowledges that ENERGEX may install and operate equipment which may automatically **disconnect** the Customer's **electrical installations** present on the **Premises** from the **supply network** in order to protect the **supply network** or for safety reasons.

# 13. Reconnection after Disconnection

## 13.1 The Customer's and ENERGEX's obligations

ENERGEX must reconnect the Customer's **electrical installations** present on the **Premises** in accordance with clause 13.2 if:

- (a) **disconnection** results from the Customer's act, or omission, under this contract or otherwise; and
- (b) within ten (10) **business days** of the **disconnection**:
  - (i) the Customer has rectified the matter which led to the **disconnection** of the Customer's **electrical installations** present on the **Premises**, including complying with any requirements set out in the Customer's contract with the **Customer's retailer**; and
  - (ii) the **Customer's retailer** makes a request to ENERGEX for reconnection.



### 13.2 Time for reconnection

If, at the time of the request for reconnection:

- (a) the Customer has paid the relevant reconnection fee;
- (b) the Customer has complied with ENERGEX's requirements (including, if applicable, the payment of a *security deposit*);
- (c) the necessary electrical infrastructure to make the reconnection remains in place; and
- (d) the Customer provides safe access to the *Premises*,

ENERGEX must reconnect the Customer's *electrical installations* present on the *Premises* within ten (10) *business days*, unless the Customer requests a later time.

### 13.3 Wrongful disconnection

- (a) This clause 13.3 applies if ENERGEX *disconnects* the Customer's *electrical installations* present on the *Premises* where ENERGEX (or a person requesting ENERGEX to do so) did not have a right to do so.
- (b) ENERGEX must, without charge to the Customer, reconnect the Customer's *electrical installations* present on the *Premises* as soon as reasonably possible.

## 14. Notices and Bills

- (a) Unless this contract says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. ENERGEX can send the Customer notices to the *Premises* or the Customer's contact address.
- (b) A notice or bill is deemed to have been received by a party:
  - (i) on the date it is handed to the party, left at the party's *Premises* (in the Customer's case) or one of ENERGEX's offices (which excludes depots) (in ENERGEX's case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
  - (ii) on the date two (2) *business days* after ENERGEX posts it to the *Premises* or contact address or the Customer posts it to ENERGEX; or
  - (iii) where use of email has been agreed between the Customer and ENERGEX, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

## 15. Privacy and Confidentiality

### 15.1 Privacy of information

Subject to clause 15.2 of this contract ENERGEX must keep information about the Customer and any owner of the *Generating System* confidential in accordance with the *Privacy Act 1988* (Cth).

### 15.2 Disclosure

ENERGEX may, however, disclose information about the Customer or any owner of the *Generating System*:

- (a) if required or permitted by the *Laws* to do so;
- (b) if ENERGEX is required or permitted by ENERGEX's *distribution authority* to do so, such as to a law enforcement agency;
- (c) where disclosure is made to ENERGEX's shareholding minister, economic and jurisdictional regulators;
- (d) where the Customer or the owner of the *Generating System* (respectively) gives ENERGEX written consent; or
- (e) to the *Customer's retailer* or a metering provider to the extent that the information is for the purposes of or in connection with providing *customer retail services* or meter reading.

### 15.3 Access to information

- (a) If the Customer requests it, ENERGEX must provide the Customer with details of the information held on the Customer in relation to *Connection Services* at no charge.
- (b) If the Customer requests it, ENERGEX must provide the Customer with time of use *metering data* (where it is available to ENERGEX). Despite clause 15.3(a), ENERGEX may charge the Customer a reasonable fee for providing this data.

## 16. Dispute Resolution

### 16.1 Disputes

If a dispute arises between the parties the party claiming that a dispute has arisen must notify the other party of the existence and the nature of the dispute. If the dispute is not resolved within ten (10) *business days* of such notice being given, either party may refer the dispute to a mediator in accordance with clause 16.2 (without prejudice to any of a party's other rights (including, without limitation, to seek urgent interlocutory relief)).

### 16.2 Mediation

If either party refers a dispute to a mediator:

- (a) the parties must act in good faith in the appointment of the mediator; and
- (b) the cost of the mediator will be shared equally between the parties (unless otherwise agreed).

### 16.3 Ombudsman Scheme

Nothing in this contract limits a party's right to refer a dispute to the Energy Ombudsman under the *Energy Ombudsman Act 2006* (Qld).

## 17. Force Majeure

### 17.1 Effect of force majeure event

If, but for this clause 17, either party would breach this contract due to the occurrence of a *force majeure event*:

- (a) the obligations of a party under this contract, other than an obligation to pay money (including, in ENERGEX's case, a payment for failure to meet a guaranteed service

level), are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* continues; and

- (b) the affected party must use its reasonable endeavours to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

## 17.2 Deemed prompt notice

For the purposes of this clause 17, if the effects of a *force majeure event* are widespread ENERGEX will be deemed to have given the Customer prompt notice if ENERGEX makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

## 17.3 Obligation to overcome

Either party relying on this clause 17 by claiming a *force majeure event* must use its reasonable endeavours to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

## 17.4 Settlement of industrial disputes

Nothing in this clause 17 will require a party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

# 18. Applicable Law

- (a) ENERGEX, as the Customer's *distribution entity*, and the Customer, as ENERGEX's *customer*, agree to comply with any applicable requirements of any industry codes issued under the *Electricity Act* from time to time.
- (b) The laws of Queensland govern this contract.
- (c) This contract does not affect the rights and remedies of ENERGEX under any *Laws*.

# 19. General

## 19.1 ENERGEX's obligations

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

- (a) ENERGEX is deemed to have complied with the obligation if another person does it; and
- (b) if the obligation is not complied with, ENERGEX is still liable to the Customer for the failure to comply with this contract.

## 19.2 Ending of one contract does not affect the other

To avoid doubt, if the Customer is a party to both this contract and a *retail contract*, the ending of one contract does not affect the other contract.

### 19.3 Amending this contract

This contract may only be amended from time to time by an agreement signed by both of ENERGEN and the Customer.

### 19.4 Assignment

A party may not assign or otherwise deal with its rights under this contract or allow any interest in them to arise or be varied in each case, without the consent of the other party.

### 19.5 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 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.

### 19.6 Special Conditions

Each of us agree that the Special Conditions set out in Schedule 10) (if any):

- (a) form part of this contract; and
- (b) override other provisions of this contract to the extent of any inconsistency with them.

## 20. Goods and Services Tax Provisions

### 20.1 Goods and Services Tax

Any Consideration to be paid or provided for any supply made under or in connection with this Contract, unless expressly described in this Contract as including GST, does not include an amount on account of GST.

Despite any other provision in this Contract, if a party ('Supplier') makes a Taxable Supply under or in connection with this Contract on which GST is imposed:

- (a) the GST exclusive Consideration otherwise payable or to be provided for that Taxable Supply under this Contract but for the application of this clause is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that Taxable Supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided. However, the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid Adjustment Note) for that Taxable Supply.

### 20.2 Reimbursements

If a payment to a party under or in connection with this Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full Input Tax Credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

### **20.3 Adjustment Events**

If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a Supplier under the Contract, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 20.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.

### **20.4 GST Group**

If a party is a member of a GST Group, references to GST which the party must pay and to Input Tax Credits to which the party is entitled, include GST which the representative member of the GST Group must pay and Input Tax Credits to which the representative member of the group is entitled.

### **20.5 Non Monetary Consideration**

If a supply made under this Contract is a Taxable Supply made for non-monetary consideration then:

- (a) the Supplier must provide the Recipient with a valid Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and
- (b) for the avoidance of doubt any non-monetary consideration payable under or in connection with this Contract is GST inclusive.

### **20.6 Definitions**

Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition and amending Acts have the same meaning in this clause.

### **20.7 Survival**

This clause will continue to apply after expiration or termination of this Contract.

# Schedule 1) - Definitions and Interpretation

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## 1. Dictionary

In this contract unless the contrary intention appears:

**Abnormal Operating Conditions** means conditions posing material added risks to the stability or security of the **power system**, including, without limitation, severe weather conditions, lightning storms and bush fires.

**AEMO** means Australian Energy Market Operator and its successors.

**Australian Standard** means a document of that name issued by Standards Australia Limited as amended and updated from time to time.

**Authorisation** means:

- (a) any consent, declaration, approval, exemption, waiver or other authorisation required under any **Laws**; and
- (b) where anything could be prohibited or restricted under any **Laws** until the expiry of a specified period without an action being taken by a third party (including a government authority), the expiry of that period without that action being taken.

**Authorised Representative** means employees or contractors of ENERGEX engaged from time to time in connection with the provision of **Connection Services**.

**bank** means an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth).

**billing cycle** means the regular recurrent period for which ENERGEX charges for **Connection Services**.

**business customer** means a **customer** who is not a **residential customer**.

**business day** means a day other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the *Holidays Act 1983* (Qld)).

**CBD feeder** means a feeder supplying predominantly commercial high rise buildings, supplied by a predominantly underground **supply network** containing significant interconnection and redundancy when compared to urban areas.

**Charges** means the charges payable by the Customer for the provision of the **Connection Services** under this contract, as determined by ENERGEX from time to time in accordance with all applicable regulatory instruments (including any relevant processes set down in those instruments) and this contract.

**Commencement Date** means for **customer connection services** and **generator connection services**, the date(s) specified as such in Schedule 3, Item 4.

**Connection Point** means the point of connection of the Customer's **electrical installations** present on the **Premises** to ENERGEX's **supply network**, as stated or shown in Schedule 4), Part 1.

**Connection Services** means **customer connection services** and **generator connection services**.

**Contracted Demand** has the meaning given in clause 10.

**contract interest rate** means, for any year, the **bank** bill swap rate for one year, as reported in the Australian Financial Review Money and Bond Market section on the first Friday of December of the previous year less one full percentage or such other rate approved by the **QCA**.

**Credible Contingency Event** has the meaning given to it in the **National Electricity Rules**.

**customer** means a person who receives, or wants to receive, a supply of electricity from an electricity entity or special approval holder, and includes a relevant body corporate.

**customer connection services**, for the Customer's **electrical installations** present on the **Premises**, means:

- (a) the connection of the Customer's **electrical installations** present on the **Premises** to ENERGETX's **supply network** at the **Connection Point** to allow the transfer of electricity from ENERGETX's **supply network** to the Customer's **electrical installations** present on the **Premises**; and
- (b) the supply of electricity from ENERGETX's **supply network** to the Customer's **electrical installations** present on the **Premises** at the **Connection Point**.

**customer retail services** means the sale of electricity to the **Premises**.

**Customer's retailer** means the **retail entity** who sells electricity to the Customer.

**disconnect** means to disconnect, or arrange the disconnection of, the Customer's **electrical installations** present on the **Premises** from the **supply network**, but does not include an **interruption**.

**disconnection warning** means a notice in writing issued in accordance with clause 12.

**distribution area** for a **distribution entity** is the area specified in its **distribution authority** as its distribution area.

**distribution authority** means an authority issued under the **Electricity Act** that authorises its holder to supply electricity using a **supply network** within its **distribution area**.

**distribution entity** means an entity that holds a **distribution authority**.

**distribution non-network charges** means ENERGETX's charges published in ENERGETX's price list that:

- (a) are referable to a specific request by the Customer or the **Customer's retailer**; or
- (b) are referable to a requirement under **electricity legislation**,

and do not include **network charges**.

**electric line** means a wire or conductor or associated equipment used for transmitting, transforming, or supplying electricity at a voltage greater than extra low voltage.

**electrical equipment** is any apparatus, appliance, cable, conductor, fitting, insulator, material, meter or wire:

- (a) used for controlling, generating, supplying, transforming or transmitting electricity at a voltage greater than extra low voltage;
- (b) operated by electricity at a voltage greater than extra low voltage; or
- (c) that is, or that forms part of, a cathodic protection system.

**electrical installation** means a group of items of **electrical equipment**.

**Electricity Act** means the **Electricity Act 1994** (Qld).

**Electricity Industry Code** means the Electricity Industry Code made under the **Electricity Act**.

**electricity legislation** means the *Electricity Act, Electrical Safety Act 2002* (Qld), the *Electricity - National Scheme (Queensland) Act 1997* (Qld) and regulations, standards, codes, protocols and rules made under those Acts.

**Embedded Generator** has the meaning given to that term in the *National Electricity Rules*.

**emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the supply network or transmission grid, in the state of Queensland or which destroys or damages, or threatens to destroy or damage, any property in the state of Queensland.

**ENERGEX** means ENERGEX Limited (ACN 078 849 055).

**ENERGEX Works** means the construction works performed by ENERGEX or on ENERGEX's behalf that are necessary to enable ENERGEX to provide the *Connection Services*.

**Energy Ombudsman** means the Energy Ombudsman established by the *Energy Ombudsman Act 2006* (Qld).

**excluded location** means the locations specified in Schedule 2).

**explicit informed consent** is the consent provided by a *customer* where:

- (a) the *customer* provides express conscious agreement;
- (b) the relevant *retail entity* has fully and adequately disclosed all matters relevant to that *customer*, including each specific purpose for which the consent will be used; and
- (c) all disclosures referred to in paragraph (b) are truthful and have been provided in plain English.

**Facilities** means the *electrical installations* owned or operated by the parties which, in the case of the Customer, is deemed to include the *Generating System*, and includes associated connection equipment owned by the parties.

**force majeure event** means an event affecting the ability of a party to perform its obligations under the contract which is outside the control of that party.

**Generating System** means the generating plant and associated systems detailed in Schedule 8.

**generator connection services**, for the *Premises*, means:

- (a) the connection of the Customer's *electrical installations* present on the *Premises* to ENERGEX's *supply network* at the *Connection Point* to allow the transfer of electricity (being electricity generated by the *Generating System* and transferred to the *Connection Point* through the Customer's *electrical installations* present on the *Premises*) from the Customer's *Connection Point* to ENERGEX's *supply network*; and
- (b) the receipt of electricity (being electricity generated by the *Generating System* and transferred to the *Connection Point* through the Customer's *electrical installations* present on the *Premises*) at the *Connection Point* into ENERGEX's *supply network*.

**Good Electricity Industry Practice** means the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of *Facilities* similar to those at the *Premises* taking into account the size, age and technological status of those *Facilities* and any other relevant factors.

**interruption** means any temporary unavailability of electricity supplied to a *customer* associated with an outage of the *supply network* including outages affecting a single premises, but does not include *disconnection*.



**isolated feeder** means a feeder which is not connected to the national grid.

**Laws** means any legally binding law, legislation, 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 without limitation, the **electricity legislation**.

**Liability** means any cost, expense, loss, damage, obligation, claim, action, penalty, fine, impost, tax, charge or other liability.

**local holiday** means a show holiday or special holiday appointed for a particular district under the *Holidays Act 1983* (Qld).

**long rural feeder** means a feeder which is not a **CBD feeder**, **urban feeder** or **isolated feeder** with a total feeder route length greater than 200 km.

**market customer** for a **Premises**, means a **customer** prescribed under a regulation to be a **market customer** for the **Premises**.

**Maximum Connection Capacity** means the maximum connection capacity stated in Item 7 of Schedule 3).

**metering data** has the meaning given that term in the **National Electricity Rules**.

**MWh** means megawatt hours.

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

**National Electricity Rules** means the rules made under the **National Electricity Law** applied as the law of Queensland.

**negotiated connection contract** is a contract entered into under section 40DC of the **Electricity Act** for the provision of **customer connection services** to a premises.

**negotiated retail contract** is a contract entered into under section 55A of the **Electricity Act** for the provision of **customer retail services** to a premises.

**network charges** means charges of a **distribution entity** for:

- (a) distribution use of system charges for the use of a **supply network** of ENERGEX; and
- (b) any transmission use of system charges payable by ENERGEX for use of a transmission grid to which ENERGEX's **supply network** is connected.

**Network Constraints** has the meaning given to it in the **National Electricity Rules**.

**Network Elements** means the network elements stated or shown (if any) in Schedule 4).

**non-market customer** means any **customer** who is not a **market customer**.

**notice period** has the meaning given in clause 4.5.

**notified prices** are the prices under section 90 of the **Electricity Act** that a **retail entity** may charge **non-market customers** on a **standard retail contract** or **standard large customer retail contract** to provide the following:

- (a) **customer retail services**; and
- (b) other goods and services prescribed under a regulation to the **Electricity Act**.

**power system** has the meaning given to it in the **National Electricity Rules**.

**Powerlink Queensland** means Queensland Electricity Transmission Corporation Limited ACN 078 849 233.

**Premises** means the address specified in Schedule 3) Item 5 at which *customer retail services* or *Connection Services* (as the context requires) are provided to the Customer.

**QCA** means the Queensland Competition Authority established under the *Queensland Competition Authority Act 1997* (Qld).

**Responsible Person** has the meaning given to in the *National Electricity Rules*.

**residential customer** means a *customer* who acquires electricity for domestic use.

**retail authority** means an authority issued under the *Electricity Act* that authorises its holder to provide *customer retail services*.

**retail contract** means a *standard retail contract*, *standard large customer retail contract*, or *negotiated retail contract*.

**retail entity** means an entity that holds a *retail authority*.

**security deposit** means an amount of money or other arrangement acceptable to ENERGEX as a security against the Customer defaulting on a bill as set out in Item 9 of Schedule 3). To avoid doubt, a security deposit does not include an insurance levy whereby the Customer makes a non-refundable payment that is used to insure against the Customer's non-payment.

**short rural feeder** means a feeder with a total feeder route length less than 200 km, and which is not a *CBD feeder*, *urban feeder* or *isolated feeder*.

**small customer**, for premises, means a *customer* prescribed under a regulation to the *Electricity Act* to be a *small customer* for the *Premises*.

**standard large customer retail contract** means a *retail contract* taken, under section 51(3) of the *Electricity Act*, to have been entered into between a *customer* and a *retail entity* the terms of which contract are only those terms provided for under sections 52 to 55 of the *Electricity Act*.

**standard retail contract** means a *retail contract* taken, under section 51(2) of the *Electricity Act*, to have been entered into between a *small customer* and a *retail entity* the terms of which contract are only the terms provided for under section 52 of the *Electricity Act*.

**supply network** means a system, or part of a system, of *electric lines*, substations and associated equipment, other than a transmission grid, for distributing electricity to *customers*, whether or not generating plant is connected to it.

**termination notice** has the meaning given in clause 4.2.

**urban feeder** means a feeder with annual actual maximum demand per total feeder route length greater than 0.3 MVA/km and which is not a *CBD feeder*, *short rural feeder*, *long rural feeder* or an *isolated feeder*.

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

## 2. Interpretation

Clause 10.1.2 of the *Electricity Industry Code* applies to this contract with the exception that references to the *Electricity Industry Code* are replaced by references to this contract.

## Schedule 2) - Excluded Locations

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<b>Suburb</b>	<b>Postcode</b>	<b>Suburb</b>	<b>Postcode</b>
Amity	4183	Running Creek	4287
Dunwich	4183	Avoca	4306
Herring Lagoon	4183	Linville	4306
North Stradbroke Island	4183	Moore	4306
Point Lookout	4183	Mt Stanley	4306
Coochiemudlo Island	4184	Cambroon	4552
Karragarra Island	4184	Boreen Point	4565
Lamb Island	4184	Cooroibah	4565
Macleay Island	4184	Cooroibah Heights	4565
Russell Island	4184	Cootharaba	4565
Beechmont	4211	North Shore	4565
Natural Bridge	4211	Ringtail Creek	4565
Numinbah	4211	Teewah	4565
Numinbah Valley	4211	Anderleigh	4570
Austinville	4213	Curra	4570
Springbrook	4213	Goomboorian	4570
South Stradbroke Island	4216	Kia Ora	4570
Pine Creek	4275	Neerdie	4570
Witheren	4275	Rossmount	4570
Allenview	4285	Toolara Forest	4570
Woodhill	4285	Wallu	4570
Barney View	4287	Cooloola Cove	4580
Mt Lindesay	4287	Tin Can Bay	4580
Palen Creek	4287	Rainbow Beach	4581
Rathdowney	4287	Inskip	4581

## Schedule 3) - Contract Particulars

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1.	ENERGEX Address for Notices	26 Reddacliff Street, Newstead, Queensland, 4006 Facsimile: + 61 7 3664 9828 Attention: Network Agreements Manager
2.	Customer	<a href="#">Click here to enter customer entity name and A.B.N.</a>
3.	Customer's Address for Notices	Address <a href="#">Click here to enter customer postal address.</a> Phone <a href="#">Click here to enter customer phone.</a> Attention <a href="#">Click here to enter customer contact.</a>
4.	<b>Commencement Date</b>	On the signing of this contract by both parties.
5.	Customer's <b>Premises</b>	Premises located at <a href="#">insert street address of generating system.</a>
5A.	Address of <b>Generating System.</b>	<a href="#">Enter Address</a>
6.	<b>Contracted Demand</b>	<a href="#">Enter data</a> kW/MW
7.	<b>Maximum Connection Capacity</b>	<a href="#">Enter Data</a> kVA/MVA
8.	<b>Responsible Person</b>	<a href="#">Insert name of company who is the Responsible Person.</a>
9.	<b>Security Deposit</b>	<a href="#">Insert amount.</a>

# Schedule 4) - Connection Point

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## **Part 1 - Connection Point**

[Click here to enter schematic.](#)

## **Part 2 - Network Elements**

[Click here to enter elements.](#)

## **Part 3 – N-1 Reliability Applies (refer clause 9.7(b))**

[Yes or No?](#)

# Schedule 5) - Operating Protocol

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1. ENERGEX and the Customer agree that the purpose of this Operating Protocol is to ensure:
  - (a) compliance with all **Laws**;
  - (b) the personal safety of the representatives of ENERGEX and the Customer;
  - (c) the personal safety of the general public; and
  - (d) satisfactory operation of the **Premises** and the **supply network**.
2. ENERGEX's contact for the day-to-day management of operational matters, including planned and unplanned outages is:

*Title:* Network Access Inquiries  
*Address:* Level 2.1/2, 26 Reddacliff Street, Newstead Queensland 4006  
*Telephone:* (07) 3664 5015  
*Facsimile:* (07) 3664 9809  
*Email:* [nat2@energex.com.au](mailto:nat2@energex.com.au)

**Alternate:**

*Title:* Network Access Manager  
*Address:* Level 2.1/2, 26 Reddacliff Street, Newstead Queensland 4006  
*Telephone:* (07) 3664 5146  
*Facsimile:* (07) 3664 9824  
*Email:* [warwickargent@energex.com.au](mailto:warwickargent@energex.com.au)

3. The Customer's contact for the day-to-day management of operational matters, including planned and unplanned outages is:

*Title:* [Click here to enter details.](#)  
*Address:* [Click here to enter details.](#)  
*Telephone:* [Click here to enter details.](#)  
*Facsimile:* [Click here to enter details.](#)  
*Email:* [Click here to enter details.](#)

**Alternate:**

*Title:* [Click here to enter details.](#)  
*Address:* [Click here to enter details.](#)  
*Telephone:* [Click here to enter details.](#)  
*Facsimile:* [Click here to enter details.](#)  
*Email:* [Click here to enter details.](#)

4. The parties agree that:
- (a) each year, they will determine a plan for outages/maintenance for the next 12 months;
  - (b) minimum periods to notify of commencement of planned outages shall be two (2) **business days** in advance;
  - (c) each is obliged to notify the other of unplanned outages as soon as reasonably practicable;
  - (d) the following shall be the order of priority for methods of providing notification:
    - (i) Emergency: Telephone or Mobile Telephone to 1<sup>st</sup> Contact Officer  
Telephone or Mobile Telephone to Alternate Contact Officer
    - (ii) Other: Telephone or Mobile Telephone to 1<sup>st</sup> Contact Officer  
Email to 1<sup>st</sup> Contact Officer  
Write to 1<sup>st</sup> Contact Officer  
Facsimile to 1<sup>st</sup> Contact Officer
  - (e) they will work together, and keep each other informed of their plans to rectify any systemic problems which cause repeated momentary outages or voltage fluctuations.

# Schedule 6) - Charges

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[Click here to enter charges.](#)



# Schedule 7) – Early Termination Payment

---

## 1. Early Repayment Calculation

The '*Early Repayment Amount*' payable under clause 10.10 is calculated in accordance with the following formula:

$$\text{ERA} = [(\text{RC} - \text{RV}) \times \frac{\text{RM}}{\text{TM}}] + \text{NSPC}$$

where:

**RC** is \$ [Click here to enter amount.](#) (being the estimated cost (as at the *Commencement Date* for *customer connection services*) of the *ENERGEX Works*, escalated annually by CPI on and from the first anniversary of that *Commencement Date*. CPI means the Consumer Price Index (All Groups) for Brisbane as first published for a quarter by the Australian Bureau of Statistics, provided that if that index is no longer published:

- (a) then CPI will be another index which the parties agree to adopt; or
- (b) if the parties do not agree on another index, CPI will be the index nominated by the Australian Government Statistician as the index which is closest in its scope and operation to the Consumer Price Index (All Groups) for Brisbane.

**RV** is the part of RC attributable to the component (if any) of the *ENERGEX Works* that can be used by ENERGEX as the basis for determining *network charges* payable by other *customers* as at the date that this contract terminates as determined by ENERGEX.

**RM** is 240 less the number of months (including parts of months) from the *Commencement Date* for *customer connection services* to (and including) the month in which this contract is terminated.

**TM** is 240.

**NSPC** means the total of the following:

- (a) the reasonable costs to recover installed and reusable components of the *ENERGEX Works* that are dedicated to the Customer;
- (b) the reasonable costs to re-install those reusable components to ENERGEX's *supply network* which costs are attributable to the discontinuation of the *ENERGEX Works* or the *disconnection* of the *Premises*;
- (c) the reasonable costs to recover and dispose of unusable components of the *ENERGEX Works* that are dedicated to the Customer; and
- (d) the reasonable costs incurred by ENERGEX to reconfigure ENERGEX's *supply network*, which costs are attributable to the discontinuation of the *ENERGEX Works* or the *disconnection* of the *Premises*.

If the above formula produces a result which is either zero or a negative number, there will be no amount payable by the Customer and no amount payable by ENERGEX to the Customer.

## 2. Assumptions and Adjustments

The parties acknowledge that the formula in clause 1 of this Schedule calculating the Early Repayment Amount has been agreed on the assumption that:

- (a) ENERGEX will recover the cost of various capital works relevant to the provision of the *Connection Services* to the Customer through the *Charges* over the first 20 years of providing *Connection Services*;
- (b) the recovery of the capital cost will occur on a linear basis (that is, there will not be a variable rate of recovery at different times during the first twenty years of the term of this contract) after the first *Commencement Date* to occur; and
- (c) no additional capital works have been constructed by ENERGEX at the request of the Customer after the *Commencement Date* in connection with the provision of *Connection Services* or other services to the Customer.

If either or both of the following events happen:

- (a) the regulatory regime changes so that:
  - (i) the time period for recovery of the cost of the *ENERGEX Works* is not the period set out in clause 10.10; or
  - (ii) the recovery of capital costs does not occur on a linear basis; or
- (b) additional capital works are constructed by ENERGEX at the request of the Customer after the *Commencement Date* in connection with the provision of *Connection Services* or other services to the Customer,

the *Early Repayment Amount* will be an amount reasonably determined by ENERGEX using a methodology similar to the formula in clause 1 of this Schedule and which:

- (c) compensates ENERGEX for the cost of *ENERGEX Works* or additional capital works in the manner intended by the parties to this contract;
- (d) takes into account any changes in the regulatory regime;
- (e) takes into account any additional capital works that have been constructed by ENERGEX at the request of the Customer after the *Commencement Date* in connection with the provision of *Connection Services* or other services to the Customer; and
- (f) places the parties in the same financial position (as far as reasonably practicable) that they otherwise would have been in but for the regulatory change or the incurring of the additional costs (as the case may be).

# Schedule 8) – Generating System Specifications

## Generating System

The generating units specified below are installed at the *Premises*.

The parties agree that this Schedule will be reviewed from time to time to ensure that the data is up to date, relevant, representative of the operating arrangements and consistent with the requirements of this contract.

### 1. Forecasts Load

Forecast peak 2014/15 demand	<a href="#">Click here to enter details.</a>
Forecast 2014/15 energy	<a href="#">Click here to enter details.</a>

### 2. Operational Issues

Owner of <i>Generating System</i>	<a href="#">Click here to enter details.</a>
Operator of <i>Generating System</i>	<a href="#">Click here to enter details.</a>
Generator attendant	<a href="#">Click here to enter details.</a>
Remote control capability	<a href="#">Click here to enter details.</a>
Generator attendant's contact phone number	<a href="#">Click here to enter details.</a>
HV equipment operator	<a href="#">Click here to enter details.</a>
Equipment operator's contact phone number	<a href="#">Click here to enter details.</a>

### 3. Equipment Data

#### (a) Individual Generating Unit Data

*NOTE: All Impedances on 100 MV.A Base*

Number of Units	<a href="#">Click here to enter details.</a>	
Power source	<a href="#">Click here to enter details.</a>	
Type	<a href="#">Click here to enter details.</a>	
Nominal rating (MW)	<a href="#">Click here to enter details.</a>	
Nominal terminal voltage (kV)	<a href="#">Click here to enter details.</a>	
Neutral earthing	<a href="#">Click here to enter details.</a>	
Positive sequence transient impedance	<a href="#">Click here to enter details.</a>	
Positive sequence subtransient impedance	<a href="#">Click here to enter details.</a>	
AVR type	<a href="#">Click here to enter details.</a>	

Governor type	<a href="#">Click here to enter details.</a>	
Minimum load (MW)	<a href="#">Click here to enter details.</a>	
Maximum load (MW)	<a href="#">Click here to enter details.</a>	
Start up load (kW)	<a href="#">Click here to enter details.</a>	
Rated reactive output at max load (MVA <sub>r</sub> )	<a href="#">Click here to enter details.</a>	
(minimum and maximum loads are net outputs)	<a href="#">Click here to enter details.</a>	

**(b) Individual Generator Transformer Data**

Number of Units	<a href="#">Click here to enter details.</a>	
Voltage ratio	<a href="#">Click here to enter details.</a>	
Rating	<a href="#">Click here to enter details.</a>	
Connection	<a href="#">Click here to enter details.</a>	
On load tap changer range	<a href="#">Click here to enter details.</a>	
Higher voltage neutral earth	<a href="#">Click here to enter details.</a>	
Lower voltage neutral earth	<a href="#">Click here to enter details.</a>	
Positive sequence impedance	<a href="#">Click here to enter details.</a>	
Zero sequence impedance	<a href="#">Click here to enter details.</a>	

**(c) Individual Large Motor Data**

*NOTE: All High Voltage Motors Larger than 500 kW*

Application	<a href="#">Click here to enter details.</a>	
Type	<a href="#">Click here to enter details.</a>	
Rating	<a href="#">Click here to enter details.</a>	
Voltage	<a href="#">Click here to enter details.</a>	
Starting method	<a href="#">Click here to enter details.</a>	
Subtransient reactance	<a href="#">Click here to enter details.</a>	
Lock rotor current	<a href="#">Click here to enter details.</a>	
Transient reactance	<a href="#">Click here to enter details.</a>	
Full load current	<a href="#">Click here to enter details.</a>	
Speed	<a href="#">Click here to enter details.</a>	
Power factor	<a href="#">Click here to enter details.</a>	
Brand/model	<a href="#">Click here to enter details.</a>	

**(d) Individual Details Other Significant Disturbing Loads**

<a href="#">Click here to enter details.</a>	
<a href="#">Click here to enter details.</a>	
<a href="#">Click here to enter details.</a>	
<a href="#">Click here to enter details.</a>	
<a href="#">Click here to enter details.</a>	
<a href="#">Click here to enter details.</a>	
<a href="#">Click here to enter details.</a>	

**(e) Individual Details of Interconnection Switchgear**

Application	<a href="#">Click here to enter details.</a>
Voltage (kV)	<a href="#">Click here to enter details.</a>
Type	<a href="#">Click here to enter details.</a>
Rating (A)	<a href="#">Click here to enter details.</a>
Symmetrical interruption capacity (kA)	<a href="#">Click here to enter details.</a>
CB's withdrawal	<a href="#">Click here to enter details.</a>
Integral earth fitted	<a href="#">Click here to enter details.</a>

**(f) Individual Details of Large Capacitor**

*NOTE: All HV Capacitors Larger than 500 kvar*

Capacitor application	<a href="#">Click here to enter details.</a>
Voltage (kV)	<a href="#">Click here to enter details.</a>
Rating (Mvar)	<a href="#">Click here to enter details.</a>
Duty cycle	<a href="#">Click here to enter details.</a>
Inrush current limiting equipment	<a href="#">Click here to enter details.</a>
AFLC frequency detuning equipment	<a href="#">Click here to enter details.</a>

# Schedule 9) – Technical Requirements

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[Click here to enter details.](#)

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# Schedule 10) – Special Conditions

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[Click here to enter details.](#)

# Signing Page

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**EXECUTED** as an agreement

**Signed** for and on behalf of **ENERGEX Limited** by its duly authorised representative in the presence of

	←		←
Signature of witness		Signature of representative	
Name of witness (print)		Name of representative (print)	

**Option 1: [No Common Seal]**

**Executed** in accordance with section 127 of the *Corporations Act 2001* by [\* **Limited**]:

Director Signature	Director/Secretary Signature
Print Name	Print Name

**Option 2: [No Common Seal / Sole Director/Secretary]**

**Executed** in accordance with section 127 of the *Corporations Act 2001* by [\* **Limited**] in the presence of:

Witness Signature	Sole Director and Sole Secretary Signature
Print Name	Print Name



**Option 3: [With Common Seal]**

**The Common Seal** of [**\* Limited**] was affixed in the presence of:

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Option 4: [With Common Seal / Sole Director/Secretary]**

**The Common Seal** of [**\* Limited**] was affixed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Sole Director and Sole Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Option 5: [Authorised Representative]**

**Signed** for [**\* Limited**] by its authorised representative in the presence of:

\_\_\_\_\_  
Authorised Representative Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

**Option 6: [Individual]**

**Signed** by [\*] in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Option 7: [Power of Attorney]**

Each attorney executing this Agreement states that he or she has no notice of revocation or suspension of his or her power of attorney.

**Signed** for [\* **Limited**] by its attorney [under power of attorney|registered book [\*]  
No [\*]|dated [\*]] in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Option 8: [Partner]**

**Signed** for and on behalf of [\*] by [\*] in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Partner Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name