Basic Connection Service Model Standing Offer:

Connecting certain micro embedded generating units (i.e. inverter energy systems (IESs) 0-30 kVA)
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1. SCHEDULE – PREMISES-SPECIFIC DETAILS

1.1. Energex’s details

<table>
<thead>
<tr>
<th>Name</th>
<th>Energex Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN</td>
<td>40 078 849 055</td>
</tr>
<tr>
<td>Registered address</td>
<td>26 Reddacliff Street, Newstead QLD 4006</td>
</tr>
<tr>
<td>Postal address</td>
<td>GPO Box 1461, Brisbane QLD 4001</td>
</tr>
<tr>
<td>Contact person</td>
<td>Connections Solutions</td>
</tr>
<tr>
<td>Phone number</td>
<td>13 12 53</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:SEConnectionsPlanning@energex.com.au">SEConnectionsPlanning@energex.com.au</a></td>
</tr>
</tbody>
</table>

1.2. Retail Customer’s details

<table>
<thead>
<tr>
<th>Name of Retail Customer</th>
<th>[autopopulated from the Portal]</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABN/ACN (if applicable)</td>
<td>[autopopulated from the Portal]</td>
</tr>
<tr>
<td>Postal address</td>
<td>[autopopulated from the Portal]</td>
</tr>
<tr>
<td>Contact person</td>
<td>[autopopulated from the Portal]</td>
</tr>
<tr>
<td>Phone number</td>
<td>[autopopulated from the Portal]</td>
</tr>
<tr>
<td>Email address</td>
<td>[autopopulated from the Portal]</td>
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</tbody>
</table>

1.3. Premises and NMI

<table>
<thead>
<tr>
<th>Premises that the subject generator is on</th>
<th>[autopopulated from the Portal]</th>
</tr>
</thead>
<tbody>
<tr>
<td>NMI</td>
<td>[autopopulated from the Portal]</td>
</tr>
</tbody>
</table>

1.4. Export

The electricity sent out across the connection point:

(a) must be evenly balanced across each phase; and

(b) must not exceed the relevant limits set out in Item 1.8.

1.5. EG standard

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

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

1.6. Estimated costs

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

1.7. Location of connection point

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

| EG 1: main grid 0-30 kVA | This basic connection service is available for the connection of one or more new micro embedded generating units (or the modification of a connected generating system comprising such micro embedded generating units) where:
| | • (existing connection to available main grid line) there is an existing single-phase, 2-phase or 3-phase connection (with a NMI) between the premises and an available line (other than a SWER line) in our distribution system; and
| | • (capacity/export restrictions) the connection/modification will result in the following at the connection point:
| | o (inverter capacity) a total inverter capacity of no more than 10 kVA per phase; and
| | o (maximum export) export of no more than 5 kW per phase.

| EG 2: SWER line 0-20 kVA | This basic connection service is available for the connection of one or more new micro embedded generating units (or the modification of a connected generating system comprising such micro embedded generating units) where:
| | • (existing connection to available SWER line) there is an existing single-phase or split-phase connection (with a NMI) between the premises and an available line that is a SWER line in our distribution system; and
| | • (capacity/export restrictions) the connection/modification will result in the following at the connection point:
| | o (inverter capacity) a total inverter capacity of no more than 10 kVA per phase; and
| | o (maximum export) export of no more than 2 kW in total.

2. WHO ARE THE PARTIES TO THIS CONTRACT?
This contract is between:
(a) Energex (also referred to as we, our or us); and
(b) the Retail Customer by whom, or on whose behalf, the relevant connection application was made (also referred to as you or your).

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

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

5. WHAT SERVICES IS THIS CONTRACT FOR?
(a) We will provide you with the relevant basic connection service set out in the Schedule, provided you comply with this contract (and, except in the case of expedited connections, the specifications set out in the connection offer letter).
(b) You are responsible for contacting your electricity retailer to arrange for relevant metering equipment to be installed and/or reconfigured in accordance with the energy laws.
(c) This contract does not apply to:
(i) the ongoing connection of your premises to our distribution system or the supply of electricity to those premises, which is covered by an ongoing connection contract between you and us;

(ii) the sale of electricity to your premises, which is covered by a negotiated or deemed contract between you and your electricity retailer; or

(iii) the sale of electricity generated by any generating units connected to our distribution system at your connection point.

6. WHEN DOES THIS CONTRACT START AND FINISH?

(a) This contract starts either:

(i) (expedited) if in your connection application you asked for an expedited connection and confirmed that this model standing offer was acceptable, and we are satisfied that the connection application is for a connection service under this model standing offer – when we received your connection application (in which case Items 1.2 and 1.3 of the Schedule are deemed to be completed based on the corresponding information in the connection application); or

(ii) (non-expedited) if clause 6(a)(i) does not apply – when we received your acceptance of the relevant connection offer, provided this was within the timeframe for acceptance set out in the connection offer letter.

(b) To be a connection service under this model standing offer, there must be an available line. We will advise you within 10 business days of receiving your connection application whether the requested service:

(i) is a connection service under this model standing offer (in which case this contract will commence in accordance with clause 6(a)); or

(ii) is not a connection service under this model standing offer (in which case this contract will not be relevant, and you will need to go through the negotiated process to enter into a negotiated connection establishment contract to get the services requested in your connection application).

(c) Without limiting anything else in this contract, you must not take any action that might affect our distribution system until we are satisfied that the connection application is for a connection service under this model standing offer.

(d) This contract will end (and the consent in clause 8(e) will be withdrawn):

(i) if we determine that any network augmentation works are required other than works that we consider to be minor works or those that are set out in the connection service (in which case the parties must enter into a negotiated connection establishment contract for the services) – when we notify you of this;

(ii) if we consider that the information in the connection application is materially incomplete, false or misleading – when we notify you of this;

(iii) if we become aware that the generating units on your side of the connection point do not match the details of the subject generator or any previously-approved generating system comprising micro embedded generating units;

(iv) if the requested services are not of a kind contemplated by this contract – when we notify you of this;

(v) if you have not complied with the requirements of clause 8 within the relevant timeframes – when each of those timeframes expires (note that we may agree to extend this period by up to 65 business days in special circumstances);

(vi) if your ongoing connection contract ends – when that contract ends;

(vii) if you and we enter into a replacement contract for us to provide the same or similar connection services for the same premises – when that replacement contract takes effect; and
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(viii) if you breach this contract or any part of any generating unit connected to our distribution system at the connection point fails to comply with the technical and safety obligations or otherwise represents a hazard or risk to our distribution system and you do not remedy this within 10 business days of us notifying you of the breach (provided that we are permitted to terminate this contract under the energy laws) – on the expiry of that 10 business day period.

(e) If this contract ends:

(i) we may disconnect, dismantle, decommission and remove any of our assets that are only relevant to the connection service;

(ii) you acknowledge that we cannot (due to changing conditions on our distribution system) guarantee that the capacity originally requested in the connection application and approved by us will necessarily be approved in respect of any subsequent connection application; and

(iii) you must ensure that:

(A) if the subject generator is a new generating system, it promptly either de-energised or reconfigured so that it does not connect to our distribution system, and is not reconnected without our prior written consent (which will take the form of a new agreement); and

(B) if the subject generator is an amendment to an existing generating system, that such generating system is promptly restored to its previously approved status (or, if this is impractical, that it is treated as if it were a new generating system under clause 6(e)(iii)(A)).

7. WHEN WILL THE SERVICES BE PROVIDED?

(a) Subject to clause 7(e), and provided that you have complied with this contract (including, without limitation, the obligations set out in clause 11), we will use our best endeavours to:

(i) start providing the connection service to you on:

(A) if we have agreed a date with you – that date; or

(B) if we have been unable to agree dates with you – one business day after you have met the relevant obligations and prerequisites under clauses 8 and 11; and

(ii) subject to you complying with this contract, finish providing the connection service to you by:

(A) if we have agreed a date with you – that date;

(B) if we have not agreed a date with you and the connection service does not require any extension of, or network augmentation to, the distribution system – at the end of the period set out in clause 3.7.3 of the Electricity Distribution Network Code, a copy of which is available on the website of the Queensland Competition Authority (www.qca.org.au); or

(C) if neither of the above apply – on the date that we agree with you.

(b) On occasion, we may need to contact you to seek your agreement to an extension to the above periods.

(c) You acknowledge that the timeframe for connection will depend on when the Retail Customer's activities are completed.

(d) You must do all things necessary to be done by you, including, without limitation, providing access, obtaining relevant approvals, and carrying out other relevant Retail Customer’s activities, to allow the above timeframes to be achieved.

(e) Despite clause 7(a):

(i) we do not have to start providing the connection service until you have obtained any relevant approvals;
(ii) we do not have to start providing the connection service until you have complied with clause 11.2;

(iii) we do not have to finish providing the connection service until you have complied with your obligations under this contract; and

(iv) if we become aware of any material information or circumstances (including, without limitation, any inaccuracy in the connection application or anything that is discovered at or near the premises that will affect the relevant works or provision of the connection service) which, had we known of it before this contract started, would have resulted in us not entering this contract, then we may take such reasonable actions as we consider appropriate in the circumstances.

8. PROCESS FOR CONNECTION

(a) You must not interconnect the subject generator with our distribution system except in accordance with this clause 8.

(b) You must do the following:

(i) arrange for a full or provisional accredited installer to design and install the subject generator in accordance with the EG standard and the QECM;

(ii) where the EG standard requires the subject generator to be tested and commissioned to ensure phase balance protection, arrange for this to be certified by an RPEQ;

(iii) contact your electricity retailer to:

   (A) ensure that they consent to the subject generator being installed;

   (B) if required, arrange for appropriate metering equipment to be installed in accordance with relevant energy laws and the QECM;

   (C) unless otherwise agreed with us, program the metering equipment to net off the exported electricity against the usage; and

   (D) if the meter at your premises is an electromechanical meter, ensure that the subject generator is switched off at the AC supply isolating switches until your electricity retailer has confirmed that the metering equipment at the premises has been modified or reconfigured to comply with the energy laws; and

   (E) issue us with a service order for the connection;

(c) You must, within 65 business days of receiving this advice, submit the electrical work request (containing the “Connect” reference number and confirming compliance with clauses 11.2(f) and 11.2(g)) to us through our online portal at https://www.energex.com.au/epp/ep).

(d) You must ensure that the subject generator complies with this contract, including, without limitation, the technical and safety obligations.

(e) Subject to your compliance with this clause and the remainder of this contract, we consent to the interconnection of the subject generator.

9. HOW MUCH WILL THIS COST?

(a) Our Connection Policy (which is available on our website (www.energex.com.au) describes how we determine the connection charges payable by you (which are regulated by the AER).

(b) There are broadly two types of connection charges relevant to you, being for:

(i) standard control services – the costs of which are included in your usual electricity network charges; and
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(ii) alternative control services – which are an additional charge. These are described in our ACS Price List and set out in our network tariff tables (which are both available on our website (www.energex.com.au)). Please note that these charges can include pre-connection services, connection services and post-connection services, among other things.

(c) Please contact us if you have any further questions about which connection charges are relevant to you.

(d) We will issue tax invoices for any charges that are incurred in connection with providing the connection service. If we send the invoice to your electricity retailer, your electricity retailer may recover the relevant charges from you. If we send the invoice to you, you must pay us in accordance with the invoice.

(e) Subject to any energy laws, you are not entitled to receive any payment, credit or offset from us under this contract in respect of any electricity generated by the subject generator.

(f) The energy laws may let us charge our customers for using our distribution system and/or any other electricity networks for the interconnection of, and/or export from, the subject generator. If so, we will charge in accordance with the energy laws.

10. THINGS THAT WE CAN AND/OR MUST DO

(a) We must:
   (i) in accordance with the energy laws and the QECM, undertake the relevant Energex activities required to provide the connection service; and
   (ii) give you any information you reasonably ask us in writing for about your connection that is in our possession or control, as soon as reasonably practical following that request, in accordance with relevant privacy and right to information laws.

(b) Even if the connection service permits the export of electricity into our distribution system, this consent is not a representation by us or a guarantee from us that any generating system on your side of the connection point will, at all times:
   (i) generate electricity for your use at the premises; or
   (ii) be able to export generated electricity into our distribution system.

(c) Provided we act reasonably, we may determine the design, specifications and any other parameters for the connection service.

(d) We will comply with our obligations under this contract and under any relevant laws.

(e) Our obligations extend down to the connection point (as defined by us) and not beyond.

(f) We may carry out any other works or other activities required to deal with an emergency as part of providing the connection service.

(g) We may disconnect any generating systems connected to our distribution system at the connection point:
   (i) if any required approval in respect of the generating system is not held;
   (ii) for health and safety reasons or in an emergency;
   (iii) if required to do so at the direction of any authority; or
   (iv) in accordance with any other right or entitlement that we have to disconnect the generating system under any laws or agreements with you, including this contract.

(h) Some obligations placed on us under this contract may be carried out by a third party. If an obligation is placed on us to do something under this contract, then:
   (i) we are deemed to have complied with the obligation if another person does it; and
   (ii) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.
11. THINGS THAT YOU MUST DO

11.1. General

(a) You must not:

(i) without first making a new connection application to us and, where relevant, entering into a relevant agreement with us:

(A) install any new generating unit(s) or upgrade or change (other than by way of a like-for-like replacement under warranty) any generating unit(s);

(B) install any new battery storage or upgrade or change any battery storage capacity; or

(C) install any new inverters or upgrade or change any inverter capacity, other than as set out in your connection application; or

(ii) export any electricity generated by any generating unit(s) other than as set out in this contract (and then only in accordance with the technical and safety obligations).

(b) If the connection service does not permit export, you must ensure that the subject generator does not export more than the minimal amount of electricity into our distribution system that is allowable under the technical and safety obligations.

(c) If the connection service is for export, you acknowledge that our distribution system:

(i) will not always be able to receive electricity generated by any generating system on your side of the connection point; and

(ii) may sometimes cause your inverter to trip off,

and that we are have no obligation to keep you informed about these situations.

11.2. Technical requirements

You must:

(a) arrange for the Retail Customer’s activities (and any other activities necessary to allow us to provide the connection service) to be carried out at your own risk and expense;

(b) other than as approved under this contract, not allow the attachment of anything to, or any interference with, our equipment;

(c) without limiting clause 11.2(a), obtain any relevant approvals and access rights for you to carry out the Retail Customer’s activities and for us to carry out the Energex activities, at your own risk and expense;

(d) give us copies of all such approvals when we ask;

(e) where any of the Retail Customer’s activities could impact on our distribution system:

(i) not start any such activities until this contract is in force; and

(ii) only carry out such activities in accordance with this contract;

(f) ensure that anything (including, without limitation, the subject generator) connected to our distribution system at the connection point, and any metering equipment at your premises, is designed, constructed, operated and maintained to comply with all relevant technical and safety obligations, good electricity industry practice, all relevant laws (including any energy laws and safety laws) and relevant approvals;

(g) ensure that any electrical works done by, or on behalf of, you are done by a qualified electrical contractor and comply with all relevant technical and safety obligations, and that any work to be performed by, or on behalf of, you on or near exposed electrical parts is undertaken by “authorised persons” and otherwise in accordance with the Electrical Safety Regulation 2013 (Qld);
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(h) ensure that all **generating unit(s) connected to our distribution system** are inspected and maintained by an appropriately qualified person in accordance with either the manufacturer’s recommendations, or, if there are no such recommendations, **good electricity industry practice**;

(i) upon reasonable request, **allow us to carry out an inspection of the subject generator to confirm** that it complies with this contract; and

(j) comply with any request by **us for any generating units on your side of the connection point to be de-energised at the AC isolator switch/es or physically disconnected from our distribution system** for operational reasons or for planned maintenance.

11.3. Access requirements

(a) **You:**

(i) consent to **us and our representatives** (together with any plant, equipment or vehicles) having non-exclusive access to land and improvements controlled by **you** (including, without limitation, to the main switchboard) in connection with the **connection service** (including to confirm compliance with the **technical and safety obligations** or to install any plant or equipment on the **premises**), this contract, the **energy laws** and the **safety laws**;

(ii) **must ensure** that we and our representatives can access the above land and improvements in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and

(iii) **must accommodate on your premises**, and protect from harm, all plant and equipment installed on the **premises** that is necessary for the **connection** or is **installed** under this contract.

(b) For the **avoidance of doubt**, the access rights under this clause survive the initial works.

11.4. Acknowledgements

**You** acknowledge and agree that:

(a) our consent has been given on fair and reasonable terms; and

(b) you are responsible for all costs in connection with any **generating units connected to our distribution system at the connection point and your obligations** under this contract, unless otherwise expressly set out in this contract.

11.5. Information **you must give us**

(a) **You must give us** all information:

(i) about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any part of the **Energex activities**, as soon as possible (and in any case before we start the **Energex activities**); or

(ii) that we reasonably ask **you** for in connection with this contract.

(b) **You must notify us** immediately if:

(i) any information that **you previously gave us** stops being accurate; or

(ii) you become aware of any matter or thing that might affect the nature, cost or timing of any part of the **connection service**, or anything we must do under this contract.

(c) The above information and notification requirements apply not just to the physical **connection** but also to ancillary matters such as relevant control, washdown and quarantine procedures.

(d) **You must ensure** that all information **you give us** is correct, and that **you do not mislead or deceive us** in any way.

(e) **You consent to us disclosing information where:**

(i) such disclosure is contemplated or permitted by the **energy laws**; or

(ii) we reasonably consider that such disclosure is necessary for compliance with the **energy laws**.
You should quote our “Connection” reference number set out on the cover page in all communications with us.

12. INSPECTIONS

(a) While we (and other third parties) may periodically carry out inspections for the purpose of auditing and assessing the extent to which electrical contractors are complying with the energy laws, we do not represent or warrant that:

(i) we (or any third party) will carry out an inspection at your premises;

(ii) any such inspection will identify any or all faults or defects, or that any electrical installation is free from faults or defects if none is identified in the course of any such inspection,

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

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

13. LIABILITY

13.1. General

(a) This clause 13 survives the expiry or earlier termination of this contract.

(b) Despite any provision of this contract (but subject to clauses 13.2 to 13.5), we will not be liable to you:

(i) in connection with any delays to the progress or completion of the Energex activities for any reason, to the full extent permitted by law;

(ii) in relation to the installation and operation of any generating units on your side of the connection point;

(iii) in connection with our distribution system being unable to accept exported electricity from any generating units located on your side of the connection point for any reason (including in respect of the Queensland Government Solar Bonus Scheme); or

(iv) if the operation of our distribution system results in any generating units on your side of the connection point tripping off (unless otherwise required by law),

except to the extent that this is the result of our failure to observe good electricity industry practice, or our negligence, bad faith, wilful misconduct, fraud, breach of laws or failure to comply with any relevant approval or this contract, and you release us from any claims by you in respect of such.

(c) Our obligations in respect of the operation of our distribution system are set out in the energy laws and we are not responsible for any adverse effects on anything connected to our distribution system at the connection point that may be caused by:

(i) our distribution system operating in compliance with energy laws; or

(ii) the operation of electrical equipment on your side of the connection point.

(d) You acknowledge and agree that, as referred to in clause 5(c)(i), this contract does not apply to the ongoing connection of your premises to our distribution system or the supply of electricity to those premises, and:

(i) any liability that we may have to you in relation to any losses you may suffer because of:

(A) problems with the ongoing connection of your premises to our distribution system or the quality of supply of electricity to your premises (such as power surges and drops); or
(B) interruptions to, or failures of, the supply of electricity to your premises; or

(ii) any other matter that is governed by that ongoing connection contract,

is governed solely by the ongoing connection contract, and we are not liable to you under this contract for any of those matters, and you release us from any claims by you under this contract in respect of such.

13.2. Competition and Consumer Act and other guarantees

(a) The Competition and Consumer Act 2010 (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited. Unless one of those laws requires it, we give no guarantee, condition, warranty or undertaking, and we make no representation to you, regarding any matter, including as to:

(i) the condition or suitability of electricity or the connection service;

(ii) the quality, fitness or safety of electricity or the connection service; or

(iii) how any generating units connected to our distribution system at the connection point will operate,

other than as set out in this contract.

(b) Any liability we have to you under these laws that cannot be excluded but that can be lawfully limited is (at our election) limited to:

(i) providing equivalent goods or services provided under this contract to your premises; or

(ii) paying you the cost of replacing the goods or services provided under this contract to your premises or acquiring equivalent goods or services.

(c) Nothing in this contract limits the operation of sections 97 and 97A of the Electricity Act 1994 (Qld), sections 119 and 120 of the NEL, section 316 of the NERL, or any other limitations of liability or immunities granted under the energy laws.

13.3. Indemnity

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

(a) your failure to comply with this contract, any approvals and any laws; and

(b) the installation or manner of operation of any generating units connected to our distribution system at the connection point,

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

13.4. No liability for indirect or consequential loss

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

(a) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;

(b) increased costs of working or labour costs;

(c) costs of capital or costs of business interruption;

(d) any indirect, incidental, special or consequential damage, cost, expense or loss; and

(e) damage, cost, expense, loss or damage that otherwise is not a direct and immediate consequence of the breach,

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

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

14. COMPLAINTS AND DISPUTE RESOLUTION

(a) If you have a query or complaint relating to this contract, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures, which are available on our website (www.energex.com.au).

(b) We must handle a complaint made by you in accordance with the relevant Australian Standards and our standard procedures (which we will give you if you ask).

(c) If you are not satisfied with the response to any query, complaint or dispute raised with us, and it is within the purview of the Energy and Water Ombudsman Queensland, you may refer the complaint or dispute to this Ombudsman at:

   Email: complaints@ewoq.com.au or info@ewoq.com.au
   Phone: 1800 662 837
   In person: Level 16, 53 Albert Street (8.30 am-5:00 pm)
   In writing: P.O. Box 3640 South Brisbane BC QLD 4101

(d) This clause does not limit your rights under relevant energy laws to refer a dispute regarding the terms and conditions of this contract or the connection charges payable to us to the AER.

(e) We must inform you of the outcome of any complaint made by you to us.

(f) You can contact us using the relevant contact details set out on our website (www.energex.com.au).

15. OWNERSHIP

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

16. GST

(a) The amount payable for the connection service and any other amounts payable under this contract, may be stated to be exclusive or inclusive of GST. Clause 16(b) applies unless an amount payable under this contract is stated to include GST.

(b) Where any amounts paid by you or by us under this contract are payments for "taxable supplies" as defined for GST purposes, then, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

17. GENERAL

(a) (governing law) This contract is governed by Queensland law and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any relevant appellate courts.

(b) (amendment) This contract can only be amended, supplemented, replaced or novated by another document signed by the parties.

(c) (assignment) You must not assign or novate all or part of this contract, or transfer the ownership of the subject generator to any other person, without our prior written consent, which will not be unreasonably withheld, but which will be conditional on the relevant entity assuming your obligations under this contract. We may subcontract or assign our rights or obligations under this contract as we determine.

(d) (advice to prospective owners) You must advise any prospective subsequent owner of the subject generator about this contract and the requirement under clause 17(c) for that entity to assume the obligations of this contract.
Basic Connection Service Model Standing Offer: Connecting MEGUs (IES 0-30 KVA)

(e) **(cooperation)** Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this contract.

(f) **(privacy)** We will comply with all relevant privacy laws and our privacy policy (which is available on our website ([www.energex.com.au](http://www.energex.com.au))) in relation to your personal information, and you may contact us about this using the relevant contact details set out on our website ([www.energex.com.au](http://www.energex.com.au)).

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

(h) **(accrued rights)** Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.

(i) **(entire agreement)** This contract contains the entire agreement between the parties about its subject matter and replaces any previous discussions about that subject matter.

(j) **(waiver)** Rights may only be waived in writing and signed by the party giving the waiver, and no other conduct of a party waives, or prevents the exercise of, the right. Also, a waiver on one or more occasions does not waive that right if it arises again, and the exercise of a right does not prevent any further exercise of that right or of any other right.

(k) **(non-exclusive rights)** Any right that a person may have under this contract is in addition to, and does not replace or limit, any other right that the person may have.

(l) **(inconsistencies with the law)** For any inconsistencies between this contract and other material, subject to clause 17(k), obligations under the laws prevail over inconsistent obligations in this contract (provided that where the energy laws and this contract prescribe different standards (or ranges of standards) you must ensure compliance with the most stringent of these), and obligations under this contract prevail over any other document or agreement between the parties.

(m) **(survival)** Termination or expiry of all or part of this contract does not affect clause 6(e), any rights that arose before the termination or expiry, or that otherwise relate to any breach or non-observance of this contract occurring before termination or expiry, or that relate to this clause and any provisions concerning GST, compliance with laws, liability, indemnity, dispute resolution and confidentiality.

(n) **(severance)** Any provision of this contract that is unenforceable or partly unenforceable is to be severed to the extent necessary and possible to make this contract enforceable, unless this would materially change the intended effect of this contract.

(o) **(electronic signing)** Each party consents to the electronic signing of this contract by the other, as provided for in the connection offer letter.

(p) **(authorised representative)** Each person executing this contract as an authorised representative declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

(q) **(counterparts)** This contract may be executed in counterparts (where a counterpart may comprise a copy of this contract that has been printed from a facsimile or email transmission), and all executed counterparts constitute one document. A party may rely on a copy of this contract that has been executed by another party to the same extent as if it was an original of this contract executed by that other party.

18. **GLOSSARY**

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

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

**ACS price list** means the relevant part of Energex’s Approved Network Prices and associated network tariff tables, which are available on our website ([www.energex.com.au](http://www.energex.com.au));
AER means the Australian Energy Regulator established under section 44AE of the Competition and Consumer Act 2010 (Cth);

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

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

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

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

(a) the line and relevant network assets must have at least the phase capability required in the relevant connection application; and

(b) the available capacity of the line and any relevant network assets (including supply transformers) must be greater than the capacity required in the relevant connection application;

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

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

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

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

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

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

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

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

Connection Policy means the Energex Connection Policy, a copy of which is available on our website (www.energex.com.au);

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

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

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

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

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

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

electricity retailer means the entity that holds a retailer authorisation and with whom you have (or will have) a retail contract for the purchase of electricity;
embedded generating units means generating units that are connected to an electricity distribution network;

Energex means the entity set out in Item 1.1 of the Schedule;

Energex activities means the provision of consent to the interconnection of the subject generator with our distribution system;

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

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

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

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

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

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

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

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

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

micro embedded generating unit means an embedded generating unit that is of a kind contemplated by AS/NZS 4777 (Grid connection of energy systems via inverters);

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

NER means the National Electricity Rules under the NEL;

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

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

NERR means the National Energy Retail Rules under the NERL;

network tariff tables means the relevant tabs in our network tariff tables (which are available on our website (www.energex.com.au));

NMI means a national metering identifier;

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

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

(a) the Queensland Electricity Connection Manual: Service and Installation Rules, a copy of which is available on our website (www.energex.com.au); and

(b) the Queensland Electricity Metering Manual, a copy of which is available on our website (www.energex.com.au), or its replacement document;

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

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

Retail Customer’s activities means:

(a) the obligations imposed on you in clause 8;

(b) ensuring that anything connected to our distribution system at the connection point complies with the QECM; and

(c) all items necessary and incidental to the completion of such activities, including obtaining any approvals or access rights for such work;

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

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

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

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

(a) the component generating units are of a kind contemplated by AS/NZS 4777 (Grid connection of energy systems via inverters); and

(b) the aggregate capacity of all generating units connected to our distribution system at the connection point will not exceed 30 kVA;

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

technical and safety obligations means the obligations set out in:

(a) the QECM;

(b) the energy laws and the safety laws; and

(c) the EG standards.

19. INTERPRETATION

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

(a) headings are for convenience and do not affect interpretation;

(b) a reference to:

(i) any law is to that legislation (including subordinate legislation) as amended or replaced;

(ii) the EG standard refers to that version of the EG standard current as at the date of this contract;

(iii) a clause, schedule or appendix is a reference to that part of this contract;
(iv) subject to clause 19(b)(ii), a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;

(v) a party includes a permitted substitute or assignee of that party;

(vi) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;

(vii) anything (including a right, obligation or concept) includes each part of it; and

(viii) a day is to a calendar day and a month is to a calendar month;

(c) a singular word includes the plural, and vice versa;

(d) grammatical forms of a defined word or phrase have a corresponding meaning;

(e) examples are not exclusive;

(f) a reference to ‘A$', ‘$A', ‘dollar' or ‘$’ is a reference to Australian currency; and

(g) if a day on or by which a party must do something under this contract is not a business day, the person must do it on or by the next business day.

20. MULTIPLE PARTIES

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