

Model Standing Offer – Basic Connection Service Connection of Micro Embedded Generator (less than or equal to 5kW)

Customer Name:
Customer Address:

Issue Date: *Receipt of completed application*

Application Reference: *To be provided*

Dear <Connection Applicant Name>,

Thank you for your application to connect a Micro Embedded Generator to the Energex network. We are pleased to provide this Offer to connect the Micro Embedded Generator to the Energex Network. The term “Micro Embedded Generator” (also known as an Inverter Energy System) encompasses a range of grid-connected energy systems, most commonly solar photovoltaic systems that can operate in conjunction with power from a distribution authority.

Please read this Offer carefully. As well as this cover letter, there are three parts to this Offer, being:

- **Part 1** – Details specific to the connection and the *Energex Connection Services*. This section lists the location, capacity and other information about the Micro Embedded Generator
- **Part 2** – Energex’s General Terms and Conditions
- **Part 3** – Technical and Operating Conditions. The specific technical requirements for the configuration, supply, installation, maintenance and operation of the Micro Embedded Generator

How to accept this Offer

If you elected to expedite the connection offer process at the time of making the application, you have automatically accepted this Offer on the date the application was received. In this case, you need not take any further action to formally accept this Offer and the conditions expressed in this Offer are now in place.

However, if you did not choose to expedite the connection offer process, you may accept this Offer by signing and returning this Letter of Offer to the Energex mailing address specified below within 45 business days from the above Issue Date. Where an application has been made online, you may accept this Offer by acknowledging your acceptance via the Energex Customer Portal, within 45 business days from the above Issue Date.

This Offer will lapse in 45 business days from the Issue Date and you must make a new connection application if you wish to proceed. If you need to extend the time for acceptance or if any of the details are incorrect, please contact Energex.

Authority to contract – Who can accept this Offer?

This Offer can be accepted by either the Customer (the person responsible for the electricity account at the premises), or another person authorised by the Customer to do so (e.g. the provider of the Micro Embedded Generator or the customer's Electricity Retailer).

If you are not the Customer (i.e. you are applying on behalf of the Customer), you warrant that you are authorised by the Customer to apply for connection and enter into this connection contract for the *Energex Connection Services* on behalf of the Customer.

If you are not responsible for the operation and maintenance of the Micro Embedded Generator, you must ensure that the Customer is properly informed of the terms and conditions of this Offer.

Tariffs and Rebates

In making this Offer to connect a Micro Embedded Generator, Energex does not guarantee eligibility to, or the amount of, any rebate under any government scheme including the Queensland Government Solar Bonus Scheme.

Please also note that in the event that the Network is unable to accept exported energy from the Micro Embedded Generator for any reason, Energex shall not be liable to you on any basis (including the payment of any compensation to you) nor shall we be obliged to allow any rebate or pay any monies to you pursuant to the Solar Bonus Scheme (or equivalent scheme).

Formation of Contract

When this Offer is accepted, this document will form a connection contract ('the contract') between the Customer and Energex. In addition to this Letter of Offer, the contract will comprise the following parts:

- **Part 1** – Details specific to the connection and the *Energex Connection Services*.
- **Part 2** – Energex's General Terms and Conditions
- **Part 3** – Technical and Operating Conditions.

By accepting this Offer, the Customer agrees to comply with the applicable standards in operating and maintaining the Micro Embedded Generator detailed in Part 3.

What happens next?

When this Offer is accepted, the Customer can then proceed with the installation of the Micro Embedded Generator. After installation, the Customer must:

- Arrange for their electrical contractor to lodge the Electrical Work Request informing Energex that the Micro Embedded Generator is in place and request Energex to undertake the Metering Services; and
- Arrange for their Electricity Retailer to provide Energex with a valid service order request.

This contract will automatically terminate 12 months from the date this Offer is accepted in the event that the Micro Embedded Generator has not been installed and the necessary Metering Services have not been completed by that time.

In the event that the contract terminates, a new connection application is required. Due to changing network conditions, Energex cannot guarantee that the generation capacity you originally applied for will still be available in any subsequent application.

For more information on connecting the Micro Embedded Generator to the Energex Network please visit energex.com.au.

Yours sincerely

Energex Limited

Privacy Notice: Our Privacy Policy sets out how we manage the collection, storage, use and disclosure of your personal information for the purpose of our business activities in accordance with the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). It also provides information on how you may access and seek correction of your personal information or lodge a complaint if you believe we have not adhered to the Australian Privacy Principles. For a copy of our Privacy Policy, please contact us on 13 12 53 or visit energex.com.au.

Acceptance by the Customer or Connection Applicant on behalf of the Customer

The Customer hereby accepts the Terms and Conditions outlined in this Offer for the *Energex Connection Services*. Where signed by an agent on behalf of the Customer, the agent warrants that the Customer is aware of the terms of the Offer and has authorised the agent to accept this Offer on its behalf.

Executed for Individuals:

Signature

Witness Signature

Name (please print)

Witness Name (please print)

Date

Executed for Companies:

Option 1 -

Company Name

Signature of Director

Signature of Director / Company Secretary (delete as applicable)

Name of Director (please print)

Name of Director / Company Secretary (delete as applicable)

Date

Date

Option 2 -

Company Name

Authorised Representative Signature

Witness Signature

Authorised Representative Name (please print)

Witness Name (please print)

Date

Part 1 – Your Connection

1. Energex	Energex Limited GPO Box 1461 BRISBANE QLD 4001 [Email]
2. Customer <i>(the person or entity responsible for the electricity account at the premises)</i>	<i>[auto-populated from application form: insert full name and ABN if applicable]</i>
3. Customer's Postal Address <i>(for correspondence)</i>	<i>[auto-populated from application form: street/postal]</i> <i>[email]</i> Attention: <i>[insert]</i>
4. Premises <i>(the location of the Micro embedded generator)</i>	<i>[auto-populated from application form: insert location of work and connection]</i>
5. Micro Embedded Generator <i>(inverter model and type)</i>	<i>[auto-populated from application form: insert inverter model and type]</i>
6. Maximum Allowed Generation Capacity (kW)	<i>[auto-populated from application form]</i>
7. Metering Scheme <i>(Net or Gross)</i>	<i>[auto-populated from application form]</i>
8. Energex Connection Services <i>(What Energex will do)</i>	The Energex Connection Services for the purposes of this contract shall consist of the following: (i) Basic MEG Connection Services ; and (ii) if you do not choose to install a Type 4 meter, and where Energex is the meter provider, undertaking the Metering Services .
9. Customer Activities (including installation requirements)	The Customer shall be responsible for the installation of the Micro Embedded Generator at the Premises . In undertaking this installation, the Customer must: (i) not commence such installation until after the date of formation of this contract; (ii) ensure the design, installation and operation of the Micro Embedded Generator complies with the requirements set out in Item 13 and 14, Part 1 of this contract; (iii) ensure the installation is compliant with the appropriate electrical, safety and construction standards for Grid Connected Inverter Energy Systems, including the requirements of AS4777.1 parts 1, 2 and 3; (iv) if not already installed, arrange for a qualified electrical contractor to prepare the switchboard to accommodate the Metering Services including the installation of metering isolation links to individually isolate the relevant metering equipment; (v) where Energex notifies that it is not the Customer's metering services provider, the Customer is to contact their Electricity Retailer to arrange for the appropriate Metering Services to be undertaken.

<p>10. Metering Services</p>	<p>If you have chosen through your Electricity Retailer to install a type 4 meter then Energex will not provide any Metering Services.</p> <p>If you do not choose a Type 4 meter, the Metering Services shall consist of either the following:</p> <ul style="list-style-type: none"> (i) the installation of a new meter if the existing relevant metering equipment at the Premises is not suitable to measure the electricity generated by the Micro Embedded Generator; or (ii) re-programming the existing relevant metering equipment at the Premises to enable any electricity generated by the Micro Embedded Generator to be accurately measured. <p>For the avoidance of doubt, where Energex has installed the meter, Energex at all times owns the Metering Equipment installed at your Premises.</p>
<p>11. Connection Charges (if applicable)</p>	<p>There will be no connection charges payable for the Basic MEG Connection Services.</p> <p>If Energex is your meter provider, Energex will impose the metering charges set out in the Tariff Schedule for the provision of the Metering Services.</p>
<p>12. Program for Energex Connection Services (Energex's requirements prior to completing the Energex Connection Services)</p>	<p>Where Energex is undertaking the Metering Services, the commencement date shall be within one business day after all of the following conditions have been met (as applicable) and the formation of this contract (whichever is the latter):</p> <ul style="list-style-type: none"> (i) Energex has received a completed Electrical Work Request (EWR) from the Customer's electrical contractor advising that the Micro Embedded Generator has been installed and the Metering Services need to be undertaken; (ii) Energex has received a valid service order request from the Customer's Electricity Retailer; and (iii) the Customer has obtained any necessary Approvals and provided access to the Premises under clauses 4 and 5 of Part 2. <p>Unless an alternative completion date has been agreed to, the completion date shall be ten business days from the commencement date subject to clauses 5 (access) and 7 (delays) of Part 2. Upon completion of the Metering Services, the Connection shall be considered to be complete.</p> <p>Where Energex is not undertaking the Metering Services, the Connection shall be considered to be complete when:</p> <ul style="list-style-type: none"> (iv) Energex has received the EWR and a valid service order request per (i) and (ii) above; and (v) Energex has received confirmation that the Metering Services have been completed.
<p>13. Technical and Safety Obligations</p>	<p>The Customer, and any electrical contractor engaged by the Customer, must comply with the requirements set out in the Queensland Electricity Connection and Metering Manual ('the Manual') relevant to the Energex Connection Services. These requirements include, but are not limited to, those set out in Chapters 5, 6 and 7 of the Manual.</p> <p>A copy of the Manual can be found in the Contractors and Service Providers section of the Energex website.</p>
<p>14. Ongoing Technical and Safety Obligations for the Micro Embedded Generator</p>	<p>The Customer must ensure that the Micro Embedded Generator complies with the Technical and Operational Conditions set out in Part 3 for the duration of time that the unit is installed at the Premises.</p>

15. Required Qualifications of Installers of Micro Embedded Generator

Energex strongly recommends the **Customer** engages an **Accredited Installer** (full or provisional) for the design and installation of the **Micro Embedded Generator**.

The **Customer** should also ensure that any person undertaking electrical work as part of the **Customer Activities** (including the installation of the **Micro Embedded Generator**) is appropriately licensed in accordance with the requirements of the Electrical Safety Act 2002 (Qld).

Part 2 – General Terms and Conditions

1. In addition to the terms defined in Part 1, in this contract:

Accredited Installer means a person who holds a Clean Energy Council accreditation which covers competence in design and/or installation of **Micro Embedded Generator**;

Approvals 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;

Basic MEG Connection Service means allowing the connection of the **Micro Embedded Generator** to the **Network** so as to allow the flow of electricity from the **Premises** through the **Connection Point** ('the **Connection**')

Connection Point means the point where the customer's electrical installation is connected to the **Network**;

Customer is the person or entity identified in Part 1 as responsible for the electricity account at the **Premises** and technical operation of the **Micro Embedded Generator**;

Customer's Activities means the work described in Item 9 of Part 1 and further includes obtaining any **Approvals** required to complete such work;

Electricity Retailer means the entity with whom the **Customer** has a contract for the purchase of electricity;

Force majeure event means an event outside the control of the **Customer** or Energex.

Inverter means a device that forms part of the **Micro Embedded Generator** that uses semiconductor devices to transfer power between a DC source or load and an AC source or load.

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

metering equipment means the meter and other equipment related to recording the flow of electricity both to, and from, the **Premises**.

Metering services is defined in item 10 of Part 1

Micro Embedded Generator means the embedded generator at the **Customer's Premise** of the kind contemplated by AS 4777 and particularised at item 5 of Part 1,

Network means the Energex distribution network.

2. (Micro Embedded Generator Connection)

The **Customer** acknowledges that:

- (a) the **Energex Connection Services** are limited to the connection of the **Micro Embedded Generator** as described in this contract only. The **Customer** must not upgrade, change or install additional generating units without re-applying to Energex;
- (b) Energex shall not be obliged to undertake the **Energex Connection Services** until such time as the **Premises**

have been connected to the **Network** to allow the supply of electricity to the **Premises**; and

- (c) it may not commence exporting electricity generated by the **Micro Embedded Generator** to the **Network** until such time as the **Metering Services** have been completed to Energex's satisfaction (whether by Energex or an alternate meter provider).

3. (Subcontracting) Energex may subcontract or assign its rights or obligations under this contract as it determines in its absolute discretion.

4. (**Customer's Activities**) If this contract identifies or there are otherwise any **Customer's Activities** (including obtaining any **Approvals** and access rights) that the **Customer** must do to allow the carrying out of the **Energex Connection Services**, the **Customer** must carry them out at their own risk and expense. If requested, the **Customer** must provide copies of any **Approvals** obtained to Energex.

(Access) The **Customer** must:

- (a) allow Energex, its employees and subcontractors non-exclusive access to land and improvements controlled by the **Customer** (specifically access to metering equipment and main switchboard) to allow Energex to carry out the **Energex Connection Services**; and
- (b) allow Energex, its employees and subcontractors access to the **Customer's Premises** post completion of the **Energex Connection Services** to ensure the **Micro Embedded Generator** continues to comply with the requirements of Part 3 of this contract.

6. (Program for **Energex Connection Services**) In relation to the program for the **Energex Connection Services** in Item 12 of Part 1, then Energex undertakes to complete the **Metering Services** (if applicable) by the completion date specified in that program, provided that the **Customer** complies with its obligations with respect to **Customer Activities** and access .

7. (Delay to **Energex Connection Services**) Notwithstanding clause 6, Energex has no obligation to complete the **Energex Connection Services** by the completion date listed in Item 12 of Part 1 if Energex is delayed in completing the **Energex Connection Services** due to:

- (a) the occurrence of a force majeure event, for so long as the force majeure event continues;
- (b) the discovery or existence of a latent defect, for the period of time sufficient to rectify the latent defect;
- (c) the **Customer's Activities** not being completed; or
- (d) the **Customer's Premises** or the standard of the Customer's Activities not complying with the Technical and Safety Obligations as described in Item 12 of Part 1.

8. (Technical and Safety Obligations) The **Customer** must:

- (a) endeavour to ensure any contractors engaged by the **Customer** meet the requirements identified in Item 13 of Part 1 (if any); and
- (b) accommodate on the **Customer Premises**, and protect from harm, all equipment necessary for the connection

installed on the **Premises** by Energex, its sub-contractors or agents (including the relevant metering equipment).

9. (Maintenance of **Micro Embedded Generator**)

In addition to the **Customer's** obligations contained in the network connection contract, following the completion of the **Connection**, the **Customer** must:

- (a) ensure the **Micro Embedded Generator** is inspected and maintained in accordance with the manufacturer's recommendations by an appropriate qualified person;
- (b) ensure the **Micro Embedded Generator** remains compliant with the Technical and Operational Conditions contained in Part 3;
- (c) where there are no manufacturer's recommendations, inspection and condition-based maintenance shall be performed by an appropriate qualified person no less than once every five years;
- (d) provide, at Energex's request, the results of any inspection carried out in accordance with the requirements of this contract;
- (e) ensure that any component of the **Micro Embedded Generator** replaced during maintenance is compliant with the requirements of this contract.

10. (Expedited Connection) If an expedited connection has been requested, Items 2 to 7 of Part 1 in the connection contract will be deemed to have been completed based on the information submitted in the connection application.

11. (Termination) Energex may terminate this contract by notice to the **Customer** at any time if:

- (a) The **Customer** breaches this contract;
- (b) the information submitted in the application is not accurate in a material respect;
- (c) the services requested by the **Customer's** electrical contractor in the Electrical Work Request (EWR) is inconsistent with this contract;
- (d) on attending the **Premises**, Energex determines that augmentation of its **Network** is required for the purpose of completing the **Energex Connection Services**, other than works of a minor nature, in which case Energex will notify the **Customer** of the applicable connection service;
- (e) **Approvals**, or any third party access requirements, for the **Energex Connection Services** are not obtained within a reasonable timeframe; or
- (f) Within 12 months of the date of the connection contract if:
 - (i) the **Customer** has not installed the **Micro Embedded Generator** at the **Premises**; or
 - (ii) the **Customer's** electrical contractor has not provided Energex with an Electrical Work Request (EWR); or
 - (iii) Energex has not received a service order request from the **Customer's Electricity Retailer**.

12. (Disconnection of **Micro Embedded Generator**) The **Customer** acknowledges that Energex may enter the **Premises** and disconnect the **Micro Embedded Generator** following completion of the **Connection** if:

- (a) Energex becomes aware that the **Customer** and the **Micro Embedded Generator** as installed fail to comply

with the requirements of this contract (including but not limited to Part 3);

- (b) the operation of the **Micro Embedded Generator** presents a health and safety risk;
- (c) this contract is terminated pursuant to clause 11.

13. (Amendment) This contract may be amended by agreement in writing between the **Customer** and Energex.

14. (Energex's Liability):

- (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;
- (b) subject to any such non-excludable rights under consumer protection laws, Energex gives no guarantee, condition, warranty or undertaking, and Energex makes no representation to the **Customer** about the condition or suitability of electricity or the **Energex Connection Services**, the quality, fitness for purpose or safety of the electricity supplied or of the **Energex Connection Services**, 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 lawfully limited is (at Energex's option) limited to:
 - (i) providing equivalent goods and services to those provided under this contract to the **Customer's Premises**; or
 - (ii) paying the **Customer** the cost of replacing the goods or services provided under this contract to the **Customer's Premises** or acquiring equivalent goods and services.
- (d) Sections 97 and 97A of the Electricity Act 1994 (Qld) and 119 and 120 of the National Electricity Law also might limit or exclude our liability in some cases.

15. (No liability for consequential loss) Notwithstanding any other provision of this contract, neither party is liable to the other under, or in connection with, this contract or under contract, tort (including negligence), breach of statute or other cause of action at law or in equity for any of the following:

- (a) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;
- (b) increased costs of working or labour costs;
- (c) costs of capital or costs of business interruption; and
- (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.

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

17 (Request for Information)

Energex will provide information that the **Customer** reasonably requests about their connection, if that information is in the possession or control of Energex as soon as reasonably practical following a request from the **Customer** in writing

18 GST

18.1 Goods and Services Tax

- (a) 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.
- (b) 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:
 - (i) 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
 - (ii) 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.

18.2 (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 18.1. 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.

18.3 (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.

18.4 (Survival) This clause will continue to apply after expiration or termination of this contract.

19 (General) Energex and the **Customer** agree:

- (a) both parties will be relieved from complying with any obligation under this contract to the extent it is prevented from performing the obligation by any matter or thing beyond that party's reasonable control;
- (b) notwithstanding clause (b) all materials, plant, equipment or other items provided by Energex as part of the **Energex Connection Services** remain Energex's property unless this contract states otherwise;
- (c) this contract is to be governed and construed in accordance with the laws of Queensland; and
- (d) the rights and obligations contained in clauses 1.1(a), 5, 8, 9, 11, 12, 13, 14, 15, 16, 17 and 18 as well as Items 13

and 14 of Part 1 survive the completion of the **Connection** and shall continue for such time as the **Customer** remains the electricity account holder with an **Electricity Retailer** for the **Premises**.

Part 3 – Technical and Operational Conditions

1. DESIGN AND INSTALLATION

The design, installation operation and repair of the **Micro Embedded Generator** must comply with:

- (a) The Electrical Safety Act 2002 (Qld);
- (b) AS 4777 – Grid Connection of Energy Systems via Inverters, Parts 1, 2 and 3;
- (c) AS/NZS 3000 – SAA Wiring Rules;
- (d) AS/NZS 3008 – Electrical installations—Selection of cables;
- (e) AS/NZS 5033 - Installation of Photovoltaic (PV) Arrays (if applicable);
- (f) The “Connection Standard for Small Scale Parallel Inverter Energy Systems up to 30kVA – Standard 1143”; and
- (g) all other applicable Australian Standards/Codes of Practice, current as at the date of installation.

The **Customer** should also ensure that any person undertaking ‘electrical work’ (as defined in the Electrical Safety Act 2002) as part of the **Customer Activities** (including the installation of the **Micro Embedded Generator**) is appropriately licensed in accordance with the requirements of the Electrical Safety Act 2002 (Qld).