

Model Standing Offer – Basic Connection Service

New Connection or a Connection Alteration up to 100 amps (minimal or no augmentation or extension of the network required)

Customer Name:

Customer Address:

Issue Date: *Receipt of completed application*

Application Reference: *To be provided*

Dear <Connection Applicant Name>,

We are pleased to provide this Offer to carry out *Energex Connection Services* as requested in your application.

Please read this Offer (including the attached Parts 1, 2, and 3) carefully.

How to Accept this Offer

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. an electrical contractor 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.

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 your connection and the Energex Connection Services
- **Part 2** – Energex's General Terms and Conditions

- **Part 3 - Connection Charge Schedule** – Details of other service and the cost of those services that your electrical contractor may require to be undertaken at the Premises

As part of this contract, you are also agreeing to Energex's model terms and conditions relating to ongoing power supply, as stated in our deemed Standard Connection Contract which is published at www.Energex.com.au. You are entitled to be provided ongoing connection services with no change to the deemed standard terms, if those terms are acceptable to you.

Regards

Energex
GPO Box 1461
BRISBANE QLD 4001

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 authorises the agent to accept this Offer on its behalf.

Executed for individuals

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

Executed for companies:

Option 1: Company name: _____

Director signature	_____	Director/ Secretary signature	_____
Print Name	_____	Print Name	_____
Date:	_____		

Option 2: Company name:

Authorised Representative	_____	Witness	_____
Print Name	_____	Print Name	_____
Date:	_____		

Part 1 – Your Connection

1.	Energex Address	Energex GPO Box 1461 BRISBANE QLD 4001 [email]
2.	Customer (the person or entity responsible for the electricity agreement at the premises)	[auto-populated from application form: insert full name and ABN if applicable]
3.	Customer Postal Address (for correspondence)	[auto-populated from application form: street/postal] [email] Attention: [insert]
4	Premises (the location of the work and connection)	[auto-populated from application form]
5.	Premises Connection Assets	The Premises Connection Assets at the Premises shall consist of the Service Line , the Consumer Mains and the Metering Equipment (if required).
6.	Maximum Connection Capacity	The maximum potential connection capacity will be 100 amps. Unless otherwise requested in your application for connection services, the Premises will be fused at 80 amps.
7.	Energex Connection Services	Unless your electrical contractor nominates that you require any of the other services listed in Part 3 of this contract, the Energex Connection Services shall consist of: (a) The Basic Connection Service to establish a permanent physical link between the Premises and the Energex distribution system and (b) installation of appropriate Metering Equipment (if you do not choose to install a Type 4 meter). These Basic Connection Services will be undertaken as follows: (i) Energex shall install and connect an overhead Service Line to the Connection Point if the Premises are located within an overhead reticulated area; or

		<p>(ii) Energex shall connect your Consumer Mains to the Energex distribution system via an Energex service pillar if the Premises are located within an underground reticulated area.</p> <p>Where your electrical contractor nominates a service listed in Part 3 of this contract, the Energex Connection Services shall consist of those services only.</p> <p>Energex may also undertake augmentation works as necessary to facilitate the Energex Connection Services, determined upon Energex's attendance at the Premises. These works must be minor in nature, otherwise Energex may terminate this contract - see clause 14(d) of Part 2.</p>
8.	<p>Customer's Activities (including installation requirements)</p>	<p>The Customer must:</p> <ul style="list-style-type: none"> (i) install a Consumer Mains between the Connection Point and the Customer's Metering Equipment sized in accordance with AS/NZL 3000; (ii) provide a suitable mains connection box, complete with house service connectors for the connection of any overhead Service Line to the Consumer Mains; (iii) arrange for its electrical contractor to install suitable metering isolation links to individually isolate the Metering Equipment. (iv) 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 Equipment to be installed.
9.	<p>Metering Equipment</p>	<p>If Energex is your meter provider, Energex will install Metering Equipment (of a type and quantity to be determined by Energex) and will impose the metering charges set out in the Tariff Schedule.</p> <p>For the avoidance of doubt, if Energex has installed the meter, Energex at all times remains the owner of the Metering Equipment installed at your Premises.</p> <p>You may choose to install a Type 4 meter at your Premises and if you do this, Energex will not provide any Metering Services and not be responsible for your Metering Equipment</p>
10.	<p>Connection Charges [if applicable]</p>	<p>There will be no Connection Charges for a Basic Connection Service.</p>

		<p>Energex will impose the charges that apply to the relevant Energex Connection Service, that are not Basic Connection Services, as set out in the Tariff Schedule, which is available at www.energex.com.au.</p> <p>Energex will not invoice you for the Connection Charges but will pass these charges on to your nominated Electricity Retailer who shall include the Connection Charges in your next electricity account.</p>
11.	Energex Obtained Approvals	<ul style="list-style-type: none"> (i) Traffic control permits from the relevant authorities (if applicable) (ii) Any vegetation clearing permits for vegetation contained on a public road (if applicable).
12.	Program for Energex Connection Services	<p>The Commencement Date shall be within one business day after all of the following conditions have been met (as applicable) or 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 your electrical contractor; and (ii) Energex has received a completed service order from your Electricity Retailer; and (iii) you have complied with all applicable Customer obligations under clauses 6 and 7 of Part 2. <p>Unless an alternative Completion Date has been agreed to, the Completion Date shall be:</p> <ul style="list-style-type: none"> (i) For new connections - five business days from the Commencement Date, subject to clauses 8 and 10 of Part 2 or once Energex has obtained all Energex Obtained Approvals; (ii) For alterations to existing connections - ten business days from the Commencement Date, subject to clauses 8 and 10 of Part 2 or once Energex has obtained all Energex Obtained Approvals.
13.	Technical and Safety Obligations	<ul style="list-style-type: none"> (i) 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

		<p>of the Manual.</p> <p>A copy of the Manual is viewable on Energex's website:</p> <p>(ii) The Customer must ensure that the Premises are wired by a qualified electrician in accordance with Australian Standard AS3000 and the requirements of the Electrical Safety Regulation 2002 ('the Regulation'). Any work to be performed on or near exposed electrical parts must be undertaken by 'Authorised Persons' as defined under the Regulation and in accordance with the requirements of the Regulation.</p>
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Part 2 – General Terms & Conditions

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

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 (including but not limited to town planning approvals, building approvals, vegetation taking permits and soil disposal permits);

Basic Connection Service has the meaning set out in Chapter 5A of the *National Electricity Rules* and in this contract specifically means a new connection or connection alteration to permit the connection to our low voltage distribution system at the connection point as stated in the connection application, where this does not require any network augmentation of the distribution system (other than an extension to the premises from the available line) and is not a micro embedded generator connection and not a service requested by your electrical contractor in Part 3

Connection Charges means the charge (if any) for:

- (a) The provision of the **Basic Connection Service**;
- (b) any service requested by your electrical contractor set out in Part 3; and
- (c) The provision and installation of **Metering Equipment**;

Connection Point means the point where your electrical installation is connected to the Energex distribution network;

Consumer Mains means the conductors between the **Connection Point** and the main switchboard;

Customer's Activities means the work described in Item 8 of Part 1 and further includes:

- (a) all items necessary and incidental to the completion of such work including the obtaining of any **Approvals** for such work; and
- (b) the obtaining of all **Approvals** necessary for the completion of the **Energex Connection Services** other than the **Energex Obtained Approvals**;

Electricity Retailer means the entity with whom you have a retail contract for the purchase of electricity;

Energex Obtained Approvals means the **Approvals** listed in Item 11 of Part 1;

Energex Connection Services means the work described in Item 7 of Part 1, which includes installing the **Premises Connection Assets** described in Item 5 of Part 1;

force majeure event means an event outside the control of you or Energex. **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**;

Service Line means an electric line owned by Energex that connects the Energex distribution network to the **Connection Point**; and

You means the **Customer** identified in Item 2 of Part 1.

2. (**Energex Connection Services**) Energex must:
- (a) endeavour to obtain all **Energex Obtained Approvals** necessary for the **Energex Connection Services**;
 - (b) save for the **Customer's Activities**, undertake the design, construction and commissioning of the **Energex Connection Services**; and
 - (c) undertake the **Energex Connection Services** in accordance with the Manual referred to in Item 13 Part 1.
3. (Nature of **Energex Connection Services**) You acknowledge that:
- (a) Energex may determine the design, specification and any other requirements for the **Energex Connection Services**, acting reasonably including but not limited to:
 - (i) determining the point of origin, the route, the length and facilities required for the **Service Line**; and
 - (ii) determining and approving the location of the **Connection Point**.
 - (b) The **Energex Connection Services** may from time to time include works or other activities necessary to deal with an emergency.

- (c) The maximum capacity of the **Premises** will be as stated in Item 6 of Part 1.
4. (Subcontracting) Energex may subcontract or assign its rights or obligations under this contract as it determines in its absolute discretion.
5. (**Customer's Activities**) If this contract identifies or there are otherwise any **Customer's Activities** that you must do to allow the carrying out of the **Energex Connection Services**, you must carry them out at your own risk and expense.
6. (Approvals) Except for **Energex Obtained Approvals**:
- (a) you must obtain all **Approvals** and other rights necessary (including access requirements under clause 7) for the carrying out of the **Energex Connection Services** at your own risk and expense; and
- (b) you must provide copies of all **Approvals** to be obtained by you to Energex upon request by Energex.
7. (Access) You must:
- (a) allow Energex, its employees and subcontractors non-exclusive access to land and improvements controlled by you to allow Energex to carry out the **Energex Connection Services**;
- (b) where access to land controlled by a third party is required for Energex to complete the **Energex Connection Services**, obtain approval from that third party for Energex to access that land in a form satisfactory to Energex in its absolute discretion; and
- (c) if required by Energex, grant or procure the granting to Energex of an easement or other interest over land on terms satisfactory to Energex to secure tenure for the **Energex Connection Services**.
8. (Program for **Energex Connection Services**) In relation to the program for the **Energex Connection Services** in Item 12 of Part 1, then:
- (a) Energex undertakes to complete the work required to establish the connection by the Completion Date specified in that program, provided that the **Customer** complies with its obligations under clauses 6, 7 and 8(b); and
- (b) you must do all things necessary to be done by you including without limitation providing access, obtaining Approvals and carrying out **Customer's Activities** to allow that program to be achieved.
9. (Commencement) Energex will not be in any way obliged to carry out the **Energex Connection Services** until you have complied with the requirements of clauses 6 and 7.
10. (Delay to **Energex Connection Services**) Notwithstanding clause 8, and the program in Item 12 of Part 1 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**; or
- (c) the **Customer's Activities** not being completed; or
- (d) your **Premises** or the standard of the **Customer's Activities** not complying with the **Technical and Safety Obligations** as described in Item 13 of Part 1.
11. (**Technical and Safety Obligations**) You must:
- (a) meet and comply with the **Technical and Safety Obligations** as described in Item 13 of Part 1 (if any); and
- (b) accommodate on your **Premises**, and protect from harm, all equipment necessary for the connection installed on the **Premises** by Energex, its sub-contractors or agents.
12. (Payment of **Connection Charges**) You must pay the **Connection Charges** incurred by Energex in relation to the provision of the **Energex Connection Services**. These **Connection Charges** will be passed onto your chosen **Electricity Retailer** for inclusion in your next electricity account.
13. (Expedited Connection) If you have requested an expedited connection, Items 2-4 of Part 1 in your connection contract will be deemed to have been completed based on the information submitted in your application.
14. (Termination) Energex may terminate this contract by notice to you at any time after:
- (a) you breach this contract;

- (b) the information submitted by you in your application is not accurate in a material respect;
- (c) the services requested by your electrical contractor in the electrical work request are not of a kind contemplated by this contract;
- (d) on attending the **Premises**, Energex determines that any augmentation of its distribution system 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; or
- (e) **Approvals**, or any third party access requirements, for the **Energex Connection Services** are not obtained within a reasonable timeframe.
15. (Amendment) This contract may be amended by agreement in writing between you and Energex.
16. (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 you 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 you 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 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 and services.
- (d) Sections 97 and 97A of the *Electricity Act 1994* (Qld) 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.
- (e) This clause 16 will survive the termination of this contract
17. (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.
18. (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.
19. (Request for Information) Energex will provide you with information that you reasonably request about your connection, if that information is in the possession or control of Energex following a request from you in writing in accordance with Privacy and Request for Information legislation.

20. GST
- 20.1 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.
- (a) Energex 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 Energex's reasonable control;
- (b) notwithstanding clause 11(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; and
- (c) this contract is to be governed and construed in accordance with the laws of Queensland.
- 20.2 (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 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.
- 20.3 (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.
- 20.4 (Survival) This clause will continue to apply after expiration or termination of this contract.
- 21 (General) Energex and you agree:

Part 3 – Connection Charge Schedule

Category	Service	Price
Overhead service replacement – single phase	To replace an existing overhead service at customer's request. No material change to load	See Note
Overhead service replacement – multiple phase	To replace an existing overhead service at customer's request. No material change to load	See Note
Temporary connection – Simple	Temporary Connection – Simple. Applies to temporary connections (<12 months) for SACs (incl; temporary builders supplies), typically up to 10 kVA where minimum technical standards are required. It excludes complex requirements such as those that require greater capacity, longer distance, and/or difficult terrain or temporary large customer connections.	See Note
Other Alternative Control Service	Any alternative control service provided by Energex to the Customer related to providing Energex Connection Services	See Note

Note: Refer to Energex's Tariff Schedule listing the prices for Alternative Control Services (which is available at www.energex.com.au)