Basic Connection Service Model Standing Offer:

Connecting your pre-approved unmetered devices and customer-owned and operated street lights
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1. **SCHEDULE – DEVICE-SPECIFIC DETAILS**

1.1. **Energex’s details**

<table>
<thead>
<tr>
<th>Details</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Energex Limited</td>
</tr>
<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:publiclighting@energyq.com.au">publiclighting@energyq.com.au</a></td>
</tr>
</tbody>
</table>

1.2. **Retail Customer’s details**

<table>
<thead>
<tr>
<th>Details</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Retail Customer</td>
<td>[autopopulated from the Portal]</td>
</tr>
<tr>
<td>(must be the person/entity</td>
<td></td>
</tr>
<tr>
<td>responsible for the</td>
<td></td>
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<tr>
<td>electricity account for the</td>
<td></td>
</tr>
<tr>
<td>subject UMS device)</td>
<td></td>
</tr>
<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>
</tr>
</tbody>
</table>

1.3. **Location of the subject UMS device**

<table>
<thead>
<tr>
<th>Details</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of the subject UMS</td>
<td>[autopopulated from the Portal]</td>
</tr>
<tr>
<td>device</td>
<td></td>
</tr>
</tbody>
</table>

1.4. **Maximum import**

The maximum permitted import across the connection point from the distribution system is 32 amperes in aggregate, provided that the load is evenly balanced across each phase.

1.5. **Estimated costs**

The connection charges payable for the provision of the connection service are described in clause 8.

1.6. **Location of connection point**

For pre-approved unmetered devices, the connection point is located at the point where the electrical infrastructure of that device meets our distribution system.

For COO street lights, the connection point is located where the street light infrastructure meets our distribution system.

1.7. **Core Energex activities**

We must do the following:

(a) for UMS 1 – arrange for the design, installation and commissioning of the following assets (where relevant):

(i) (if in an overhead reticulated area) – a new overhead service line to the connection point, and permanent physical link at the connection point between the pre-approved unmetered device(s) and our distribution system;
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(ii) (if in an underground reticulated area) – a new underground service line to the connection point and service pillar at the connection point, and permanent physical link at the connection point between the pre-approved unmetered device(s) and our distribution system;

(b) for UMS 2 – install the Retail Customer-procured pre-approved unmetered devices set out in the connection application on our pole;

(c) for UMS 3 – procure and install a watchman light in accordance with the connection application, where that watchman light is of a nature and type determined by us; and

(d) for UMS 4 – connect the COO street light.

1.8. Core Retail Customer’s activities

You must do the following:

(a) for UMS 1:
   (i) procure the pre-approved unmetered device(s) set out in the connection application and arrange for this to be installed in accordance with the QECM and the energy laws; and
   (ii) arrange for the design, installation and commissioning of the following (where relevant):
       (A) a new consumer mains (sized in accordance with the AS/NZS 3000 Wiring Rules) between the connection point and the pre-approved unmetered device(s) to allow the connection of those pre-approved unmetered device(s); and
       (B) a suitable new mains connection box, complete with house service connectors, for the connection of any overhead service line to the consumer mains to allow the connection of the pre-approved unmetered device;

(b) for UMS 2:
   (i) procure the pre-approved unmetered device(s) set out in the connection application and providing these to us; and
   (ii) agree with us on the siting and orientation of the pre-approved unmetered device(s);

(c) for UMS 3:
   (i) agree with us on the siting and orientation of the watchman light(s);

(d) for UMS 4:
   (i) design and procure the COO street light set out in the connection application and arrange for this to be installed in accordance with the QECM, the energy laws and the Public Lighting Manual;

(e) for all of the above, all items necessary and incidental to the completion of such activities (including obtaining any necessary approvals (other than Energex obtained approvals)); and

(f) upon completion of the abovementioned activities, arranging for:
   (i) (if relevant) your electrical contractor to give us an electrical work request (containing the “Connection” reference number) through our online portal (at https://www.energex.com.au/epp/ep); and
   (ii) an account to be opened with your electricity retailer and for them to issue us with a service order for the connection.

1.9. Date by which approvals or access are required (clause 6(d)(viii))

For approvals or access from you – 10 business days.

For approvals or access from third parties – 20 business days.

1.10. Basic connection services
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<table>
<thead>
<tr>
<th>UMS 1:</th>
<th>Connect your pre-approved unmetered device(s) (other than a watchman light) – not on Energex pole</th>
</tr>
</thead>
<tbody>
<tr>
<td>This basic connection service is available where:</td>
<td></td>
</tr>
<tr>
<td>• there is an available line; and</td>
<td></td>
</tr>
<tr>
<td>• the connection application is for:</td>
<td></td>
</tr>
<tr>
<td>o you to procure and install one or more pre-approved unmetered devices; and</td>
<td></td>
</tr>
<tr>
<td>o us to establish a permanent unmetered physical link to connect those pre-approved unmetered devices to our distribution system via a single-phase connection.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>UMS 2:</th>
<th>Install and connect your pre-approved unmetered device(s) (other than a watchman light) – on Energex pole</th>
</tr>
</thead>
<tbody>
<tr>
<td>This basic connection service is available where:</td>
<td></td>
</tr>
<tr>
<td>• there is an available line; and</td>
<td></td>
</tr>
<tr>
<td>• the connection application is for:</td>
<td></td>
</tr>
<tr>
<td>o you to procure one or more pre-approved unmetered devices;</td>
<td></td>
</tr>
<tr>
<td>o us to install those pre-approved unmetered devices on our pole; and</td>
<td></td>
</tr>
<tr>
<td>o us to establish a permanent unmetered physical link to connect those pre-approved unmetered devices to our distribution system via a single-phase connection.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>UMS 3:</th>
<th>Install and connect watchman lights – on Energex pole</th>
</tr>
</thead>
<tbody>
<tr>
<td>This basic connection service is available where:</td>
<td></td>
</tr>
<tr>
<td>• there is an available line; and</td>
<td></td>
</tr>
<tr>
<td>• the connection application is for:</td>
<td></td>
</tr>
<tr>
<td>o us to procure and install one or more watchman lights on our pole; and</td>
<td></td>
</tr>
<tr>
<td>o us to establish a permanent unmetered physical link to connect these watchman lights to our distribution system via a single-phase connection.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UMS 4:</th>
<th>Install and connect COO street lights</th>
</tr>
</thead>
<tbody>
<tr>
<td>This basic connection service is available where:</td>
<td></td>
</tr>
<tr>
<td>• there is an available line; and</td>
<td></td>
</tr>
<tr>
<td>• the connection application is for:</td>
<td></td>
</tr>
<tr>
<td>o you to procure and install one or more COO street lights for you to own and operate; and</td>
<td></td>
</tr>
<tr>
<td>o us to establish a permanent unmetered physical link to connect these COO street lights to our distribution system via a single-phase or multi-phase connection.</td>
<td></td>
</tr>
</tbody>
</table>

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 17 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) To the extent permitted by law, this contract prevails over any inconsistent terms in the ongoing connection contract.
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5. WHAT SERVICES IS THIS CONTRACT FOR?

(a) We will provide you with the relevant basic connection service set out in the Schedule by:

(i) for pre-approved unmetered devices – designing, constructing and establishing any assets necessary to connect the pre-approved unmetered devices set out in your connection application with our distribution system; and

(ii) for COO street lights – establishing the connection assets necessary to connect the subject UMS device with our distribution system.

(b) This contract does not apply to:

(i) the ongoing connection of your UMS device to our distribution system or the supply of electricity to that UMS device, which is covered by an ongoing connection contract between you and us; or

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

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:

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

(iv) if we have not, within 65 business days of the date of this contract, received:

(A) (for UMS 1 and 4) an electrical work request confirming that the pre-approved unmetered devices referred to in your connection application have been appropriately installed and requesting connection; and
(B) (if relevant) a service order,

– on the expiry of that period (note that we may agree to extend this period by up to a further 65 business days in special circumstances);

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

(vi) if you and we enter into a replacement contract for us to provide the same or similar connection services for the same subject UMS device – when that replacement contract takes effect;

(vii) if you breach this contract or anything 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; and

(viii) if any approvals or access required for us to carry out the Energex activities (such as set out in clauses 10.2 and 10.3) are not obtained within the timeframe set out in Item 1.9 of the Schedule – when we notify you of this;

(e) If this contract ends before the Energex activities have been completed:

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

(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.

(f) If you breach this contract (including fail to pay any amounts), we may:

(i) disconnect anything connected to our distribution system at the connection point; and

(ii) if any of your assets are situated on our assets, at our election, do any of the following:

(A) remove those assets;

(B) request you to remove those assets in accordance with our reasonable requirements; or

(C) leave them in situ.

(g) We may remove any of your assets that are affixed to our assets if this contract is terminated under any of clauses 6(d)(v), 6(d)(vii) or 6(d)(viii).

(h) If we remove any assets under this contract that are owned by you, we will use our best endeavours to return them to you.

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 10), 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 the connection service is for a new connection and we have been unable to agree dates with you – one business day after each of the following has been met:

(I) (for UMS 1 and 4) we have received a completed electrical work request from your electrical contractor/installer and a service order;

(II) (for UMS 2 and UMS 3) you have paid the relevant installation charges set out in the ACS Price List; and
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(III) you have met the relevant obligations and prerequisites under clause 10; 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; or

(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).

(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 may 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 (other than Energex obtained 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 (other than Energex obtained approvals) and procured any access required for us to carry out the Energex activities;

(ii) we do not have to start providing the connection service until you have complied with clause 10.2;

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

(iv) if the connection service is for a new connection, we do not have to energise the new connection until we either receive a request from your electricity retailer to do this, or you have given us written confirmation from your electricity retailer that it has entered into a customer retail contract with you for the connection;

(v) we may delay any of the Energex activities as a consequence of a force majeure event or to address any latent defect;

(vi) 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 proposed connection point 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. 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

(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.
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(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) If there is a total or partial failure of anything connected to our distribution system at the connection point, you are not entitled to any reduction in any ongoing fees or charges, and are responsible for paying such ongoing fees or charges, until either the service has been removed or another customer has assumed responsibility for receiving the service.

9. THINGS THAT WE CAN AND/OR MUST DO

(a) We must:

(i) endeavour to obtain all Energex obtained approvals necessary to provide the connection service;

(ii) in accordance with the energy laws and the QECM, undertake the relevant Energex activities required to provide the connection service;

(iii) ensure that the location and/or direction of any subject UMS device installed by us does not unreasonably interfere with neighbouring properties or public roads; and

(iv) 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) Where the connection service involves us procuring, installing and connecting a watchman light, we must:

(i) maintain the watchman light during normal working hours; and

(ii) use reasonable endeavours to replace faulty lamps or carry out other maintenance within a reasonable time after receiving a request for such maintenance from you (taking into account the location of the maintenance requirement and any relevant timeframes in the energy laws).

(c) Provided we act reasonably, we may determine the design, specifications and any other requirements for the connection service, including, without limitation:

(i) determining the point of origin, the route, the length, and any facilities required for any service line and/or service pillar (as relevant); and

(ii) determining and approving the location of the connection point between our assets and your assets.

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

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

(f) 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.

10. THINGS THAT YOU MUST DO

10.1. General

You must not, without first making a new connection application to us and, where relevant, entering into a relevant agreement with us:

(a) connect anything to our distribution system at the connection point other than the subject UMS device;

(b) permanently disconnect the subject UMS device from our distribution system; or
10.2. 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 10.2(a), obtain any relevant approvals (other than Energex obtained 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 the location or operation of the subject UMS device sourced or installed by you does not unreasonably interfere with neighbouring properties or public roads;

(g) ensure that anything connected to our distribution system at the connection point (including, without limitation, any subject UMS device that you own) is designed, constructed, operated and maintained to comply with all relevant technical and safety obligations;

(h) 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);

(i) comply with any request by us for anything on your side of the connection point to be de-energised or physically disconnected from our distribution system for operational reasons or for planned maintenance; and

(j) (for UMS 1 and 4) give us an electrical work request confirming compliance with clauses 10.2(g) and 10.2(h).

10.3. Access requirements

You:

(a) 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 your property), this contract, the energy laws and the safety laws;

(b) 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

(C) where access to land controlled by a third party is required for us to complete the Energex activities, obtain approval from that third party for us to access that land, where that approval is in a form satisfactory to us (in our absolute discretion); and
(D) If we ask for this, grant or procure the granting to us of an easement or other interest over land on terms satisfactory to us and at no cost to us to secure relevant tenure for any assets installed as part of the connection service.

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

10.4. 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.

(f) You should quote our "Connection" reference number set out on the cover page in all communications with us.

11. 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 of the subject UMS device;
   (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 of the subject UMS device, 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 anything connected to our distribution system at the connection point in accordance with the energy laws.

12. LIABILITY

12.1. General

(a) This clause 12 survives the expiry or earlier termination of this contract.

(b) Despite any provision of this contract (but subject to clauses 12.2 to 12.5), we will not be liable to you in connection with:
(i) any delays to the progress or completion of the Energex activities for any reason, to the full extent permitted by law, except to the extent that this is the result of our failure to observe good electricity industry practice, or our negligence, bad faith, wilful misconduct, fraud, breach of laws or failure to comply with any relevant approval or this contract; or

(ii) any costs incurred by you in connection with the installation, condition, or manner of operation of anything connected to our distribution system at the connection point, 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(b)(i), this contract does not apply to the ongoing connection of the subject UMS device to our distribution system or the supply of electricity to that device, 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 the subject UMS device to our distribution system or the quality of supply of electricity to the subject UMS device (such as power surges and drops); or

(B) interruptions to, or failures of, the supply of electricity to the subject UMS device; 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.

12.2. 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; or

(ii) the quality, fitness or safety of electricity or the connection service, other than as set out in this contract.

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

(i) providing equivalent goods or services provided under this contract to the subject UMS device; or

(ii) paying you the cost of replacing the goods or services provided under this contract to the subject UMS device 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.

12.3. 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
12.4. No liability for indirect or consequential loss

Notwithstanding any other provision of this contract (except for clause 12.1(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 business, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;

(b) increased costs of working or labour costs;

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

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

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

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

12.5. 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.

13. 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).

14. OWNERSHIP

All materials, plant, equipment or other items provided or installed by us as part of the connection service remain our property unless:

(a) it is a pre-approved unmetered device sourced by you or a COO street light (which remains your property); or

(b) this contract states otherwise.
15. **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 15(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.

16. **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 UMS device, 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 UMS device about this contract and the requirement under clause 16(c) for that entity to assume the obligations of this contract.

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

(g) **(privacy)** We will comply with all relevant privacy laws and our privacy policy (which is available on our website (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).

(h) **(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.

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

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

(k) **(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.

(l) **(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.

(m) **(inconsistencies with the law)** For any inconsistencies between this contract and other material, subject to clause 16(m), 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.
(n) **(survival)** Termination or expiry of all or part of this contract does not affect clause 6(e)(i), 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.

(o) **(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.

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

(q) **(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.

(r) **(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.

17. **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).

*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);

*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:

(a) for **pre-approved unmetered devices** – either directly adjacent to the subject UMS device or directly across the road from the subject UMS device; and

(b) for **COO street lights** – in close proximity to the subject UMS device (as determined by us).

To be an *available line*:

(a) it must be part of the *national grid*;

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

(c) 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* has the meaning set out in Chapter 5A of the NER and in this contract specifically means a **new connection** to permit the connection of the subject UMS device to our low...
voltage distribution system at the connection point, where this is for no more than 32 amperes in aggregate and does not require any network augmentation of the distribution system, other than a short extension to the subject UMS device from the available line in accordance with the QECM and excluding the connection of any generating units;

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;

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

COO street light means a street light that is owned and operated by the Retail Customer, where the Retail Customer is a street lighting customer.

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 the subject UMS device is connected;

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;

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

Energex activities means:

(a) the activities set out in Item 1.7 of the Schedule and the obligations imposed on us under clause 9 related to establishing the connection, which are to be done in compliance with the QECM; and

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

Energex obtained approvals means the following approvals relevant to the Energex activities:

(a) vegetation clearing permits for vegetation contained on a public road (if applicable);

(b) traffic control permits for working on roads;

(c) approval to place asset on local government or Department of Main Roads land;

(d) cultural heritage;

(e) environmental approvals;

(f) native title and ILUAs (Indigenous Land Use Agreements);

(g) wayleaves and easements; and
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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;

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

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;

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

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

national grid has the meaning given to that term in the NER;

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));

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 subject UMS device to our distribution system and the provision of supply services;

overhead service line means an overhead service line that extends a short distance from the existing distribution system and no further than the maximum requirement specified in the energy laws and the QECM;

pre-approved unmetered device means any one or more of the following that is set out in your connection application:

(a) watchman light; or

(b) device listed on our website as a Pre-Approved Unmetered Supply Device.

For the avoidance of doubt, this term excludes street lights;

Public Lighting Manual means the Queensland Public Lighting Construction Manual, which is available on our website (www.energex.com.au);

QECM means:
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(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 activities set out in Item 1.8 of the Schedule and the obligations imposed on you under clause 10 related to establishing the connection;

(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, as well as the approvals required for the Energex activities (other than the Energex obtained approvals);

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 Regulation 2011 (Qld), Work Health and Safety (Codes of Practice) Notice 2011 (Qld) and any rules, regulations, instruments and plans;

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

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

service pillar means an underground pillar owned by us that connects our distribution system to the connection point, which will be located a short distance from the existing distribution system and no further than the maximum requirement specified in the energy laws and the QECM;

street light means a light that is intended to illuminate a road (where “road” has the meanings given in the Local Government Act 2009 (Qld) and the Transport Infrastructure Act 1994 (Qld));

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

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

subject UMS device means the UMS device specified in your connection application and therefore the subject of this contract;

technical and safety obligations means the obligations set out in:

(a) the QECM;

(b) for COO street lights, the Public Lighting Manual;

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

(d) any relevant construction manuals available on our website (www.energex.com.au);

UMS device means:

(a) a street light owned and operated by the Retail Customer (provided the Retail Customer is a street lighting customer); or

(b) a pre-approved unmetered device;

underground service line means an underground service line that extends a short distance from the existing distribution system and no further than the maximum requirement specified in the energy laws and the QECM; and

watchman light means a light (other than a street light) that:

(a) is used for security lighting purposes;
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(b) is installed on our pole and owned, operated and maintained by us; and
(c) meets the requirements for Tariff 91 (other unmetered supply).

18. 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) a clause, schedule or appendix is a reference to that part of this contract;
   (iii) a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
   (iv) a party includes a permitted substitute or assignee of that party;
   (v) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
   (vi) anything (including a right, obligation or concept) includes each part of it; and
   (vii) a day is to a calendar day and a month is to a calendar month;
(c) a singular word includes the plural, and vice versa;
(d) 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.

19. 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.