

Model Standing Offer – Standard Connection Service *Connection Service for Unmetered Supply*

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 and 2) carefully.

How to accept this Offer

If you elected to expedite the connection offer process in the application, you are taken to have accepted this Offer on the date the application was received and need not take any further action.

However, if you did not choose to expedite and you wish to proceed with this offer, as evidence of your acceptance, please return to Energex either a signed original or a copy of the signed original of this Letter of Offer, to the Energex mailing address specified below within 45 business days of the above Issue Date.

After this date, this Offer will lapse 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, you may contact us on 13 12 53.

Authority to contract – Who can accept this Offer?

This Offer can be accepted by either the Customer or another person authorised by the Customer to do so (e.g. 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 cover letter the contract will comprise the following parts:

- **Part 1** – Details specific to your connection and the Energex Connection Services
- **Part 2** – Energex general terms and conditions

Once Energex Connection Services are completed, you agree that the terms and conditions relating to ongoing power supply will be governed by the Deemed Standard Connection Contract attached to the Electricity Distribution Code.

Yours sincerely

Energex Limited
GPO Box 1461
BRISBANE QLD 4001

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

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 Address for Notices	Energex Limited GPO Box 1461 BRISBANE QLD 4001 [Email]
2. Customer	[auto-populated from application form: insert full name and ABN if applicable]
3. Customer's Postal Address	[auto-populated from application form: street/postal] [email] Attention: [insert]
4. Site Address	[auto-populated from application form: insert location of work and connection]
5. Customer's Installation	[auto-populated from application form: insert description of connection]
6. Maximum Connection Capacity	The maximum potential connection capacity will be 32 amps.
7. Energex Connection Services	<p>The Energex Connection Services shall consist of the establishment of a permanent physical link between the Customer's Installation and the Energex distribution system.</p> <p>These Energex Connection Services will be undertaken as follows:</p> <ul style="list-style-type: none"> (i) Energex shall install and connect an overhead Service Line / drop down service (on Energex pole) to the Connection Point if the Customer's Installation are located within an overhead reticulated area; or (ii) Energex shall connect your Consumer Mains to the Energex distribution system via an Energex service pillar or any other existing suitably fused Connection Point if the Customer's Installation is located within an underground reticulated area. <p>Energex may also undertake minor augmentation works as necessary to facilitate the Energex Connection Services, determined upon Energex's attendance at the Customer's Installation. These works must be minor in nature; otherwise Energex may terminate this contract - see clause 13(d) of Part 2.</p>
8. Customer Activities (including installation requirements)	<p>The Customer must, if required by Energex:</p> <ul style="list-style-type: none"> (i) install Consumer Mains between the Connection Point and the Customer's Installation in accordance with AS/NZL 3000; (ii) provide a suitable mains connection box, complete with service connectors for the connection of any overhead Service Line to the Consumer Mains;
9. Connection Charges	There will be no Connection Charges payable for the Energex Connection Services .
10. Energex Obtained Approvals	<ul style="list-style-type: none"> (i) Traffic control permits from the relevant road authority; (ii) Any vegetation clearing permits for vegetation contained on a public road (if applicable).

11. 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;(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 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.</p>
12. 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 of the Manual. A copy of the Manual can be found in the Contractors and Service Providers section of the Energex website: http://www.energex.com.au/contractors-and-service-providers/electricity-connection-and-metering-manual(ii) The Customer must ensure that the Customer's Installation is 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.

Part 2 – General Terms and 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);

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 **Customer's Installation** 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 at the **Customer's Installation**, the **Site Address** 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 12 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** in its absolute discretion 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 **Customer's Installation** 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);
 - (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; and

- (c) despite any provision of this contract, Energex will not be liable to **you** for any liability arising from delays to the progress or completion of the **Energex Connection Services** for any reason to the full extent permitted by law.
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 11 of Part 1 Energex has no obligation to complete the **Energex Connection Services** by the Completion Date listed in Item 11 of Part 1 if Energex is delayed in completing the **Energex Connection Services** due to:
- the occurrence of a **force majeure event**, for so long as the **force majeure event** continues;
 - the discovery or existence of a **latent defect**, for the period of time sufficient to rectify the **latent defect**; or
 - the **Customer's Activities** not being completed; or
 - the **Customer's Installation** or the standard of the **Customer's Activities** not complying with the **Technical and Safety Obligations** as described in Item 12 of Part 1.
11. (Technical and Safety Obligations) You must:
- meet and comply with the **Technical and Safety Obligations** as described in Item 12 of Part 1 (if any); and
 - Accommodate at the **Customer's Installation**, and protect from harm, all equipment necessary for the connection installed on the **Customer's Installation** by Energex, its sub-contractors or agents.
12. (Expedited Connection) If you have requested an expedited connection, Items 2-5 of Part 1 in your connection contract will be deemed to have been completed based on the information submitted in your application.
13. (Termination) Energex may terminate this contract by notice to you at any time after:
- you breach this contract;
 - the information submitted by you in your application is not accurate in a material respect;
 - the services requested by your electrical contractor in the electrical work request are not of a kind contemplated by this contract;
 - on attending the **Customer's Installation**, 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
 - Approvals**, or any third party access requirements, for the **Energex Connection Services** are not obtained within a reasonable timeframe.
14. (Amendment) This contract may be amended by agreement in writing between you and Energex.
15. (Energex's Liability)
- 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.
- 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.
 - 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:
 - providing equivalent goods and services to those provided under this contract to the **Customer's Installation**; or
 - paying you the cost of replacing the goods or services provided under this contract to the **Customer's Installation** or acquiring equivalent goods and services.
 - 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.
 - This clause 15 will survive the termination of this contract
16. (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:
- 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;
 - increased costs of working or labour costs;
 - costs of capital or costs of business interruption; and
 - any indirect, incidental, special or consequential damage, cost, expense or loss; and
 - 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.
17. (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.
18. (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.

19 (General) Energex and you agree:

- (a) That a party 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 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

this contract is to be governed and construed in accordance with the laws of Queensland.