

# Energex Service Provider Work Category Quality Assurance (WCQA) Rating Terms

Energex Limited (**Energex**)



**Service Provider Work Category Quality  
Assurance (WCQA) Rating Scheme**

**Rating Terms**

# Energex Service Provider Work Category Quality Assurance (WCQA) Scheme

## Rating Terms

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# Energex Service Provider Work Category Quality Assurance (WCQA) Scheme

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### 1. Introduction

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#### 1.1 WCQA Rating Scheme

This document sets out the conditions for Energex's Service Provider Work Category Quality Assurance (WCQA) Rating Scheme.

#### 1.2 Enquiries

Enquiries relating to the WCQA Rating Scheme and the Rating Terms should be directed to:

**Energex Limited**  
**Attention: Mr Michael Bobin**  
**26 Reddacliff Street**  
**Newstead QLD 4006**

Email: [SupplierQA@energex.com.au](mailto:SupplierQA@energex.com.au)

#### 1.3 Purpose of the WCQA Rating Scheme

The purpose of the WCQA Rating Scheme is to provide an appropriate management system to enable Energex to ensure that all Service Providers have:

- (a) sufficient technical expertise and commercial propriety to be able to reliably supply services (design, construction, inspection, maintenance or otherwise) that meet Energex's expectations and standards for work on Energex's infrastructure and electricity network; and
- (b) an adequate safety management system to be able to work on or near Energex's electrical infrastructure.

#### 1.4 Application of WCQA Rating Scheme

The WCQA Rating Scheme:

- (a) applies to all Service Providers working in the WCS categories outlined in Annexure B;
- (b) is governed by the Rating Terms; and
- (c) may be used by Energex and other entities working on Energex's infrastructure and electricity network to evaluate Service Providers for their suitability to perform particular categories of work and their ongoing performance.

#### 1.5 Achieving a WCQA Rating

Consideration for a WCQA Rating will only be given to Service Providers that operate under an appropriate legal structure [and are adequately resourced], with verifiable sound business practices and that are achieving consistently successful project outcomes.

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### 1.6 Review and Development of the WCQA Rating Scheme

The WCQA Rating Scheme will be monitored by Energex to assess whether the purposes of the WCQA Rating Scheme are being met, and modifications to the WCQA Rating Scheme (including the Work Category Specifications and the Rating Terms) may be made by Energex at any time in accordance with the Rating Terms. Without limitation, changes to the WCQA Rating Scheme may be required to give effect to:

- (a) changes in Energex policies, requirements or circumstances;
- (b) increases in work available beyond that anticipated at any time;
- (c) new requirements which necessitate the creation of new Work Category Specifications;
- (d) changes in government policies, requirements or circumstances; or
- (e) changes in laws, regulation, guidelines and other requirements, whether or not mandatory.

## 2. Rating Terms Documents

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### 2.1 Documents included in Rating Terms

The following documents make up the Rating Terms:

- (a) this document;
- (b) Dictionary in Annexure A;
- (c) WCQA Terms and Conditions;
- (d) Work Category Specifications, including those listed in Annexure B;
- (e) Energex's "Energex Service Provider Work Category Quality Assurance Requirements – General" document;
- (f) Energex's "Energex Service Provider Requirements Shared Assets Installations" document;
- (g) Energex's "Quality Assurance Requirements for Suppliers of Services and Materials" document; and
- (h) Energex's "Energex Service Provider Management Systems Requirements Booklet" document.

### 2.2 Meaning of Defined Terms

Capitalised terms have the meaning set out in the Dictionary in Annexure A.

### 2.3 Interpretation of Document

The following interpretation rules apply unless the context requires otherwise:

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural, and the converse also applies.
- (c) A gender includes all genders.

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- (d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (e) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (f) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to this document.
- (g) A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced.
- (h) A reference to writing includes any means of reproducing words, figures, drawings or symbols in a visible and tangible form.
- (i) A reference to a law or to a provision of a law includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to dollars and \$ is to Australian currency.
- (k) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (l) If any term is legally unenforceable or made inapplicable, it must be severed or read down, but so as to maintain (as far as possible) all other terms of the Contract.
- (m) If anything is required to be (or may be) done on or by a day that is not a business day, it may be done instead on the next business day.
- (n) A reference to an item or thing includes the whole and any part of it.
- (o) A reference to day means calendar day.

### 3. Effect of Rating Terms

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#### 3.1 Legal Effect of Rating Terms

- (a) Service Providers apply for and hold WCQA Ratings subject to the Rating Terms and at their own risk and expense.
- (b) Energex's only obligations to Service Providers are those expressly stated in the Rating Terms.

#### 3.2 Acknowledgement of Rating Terms

Each Service Provider that has been allocated a WCQA Rating agrees:

- (a) it has satisfied itself as to the Rating Terms;
- (b) it will be bound by the Rating Terms;
- (c) Energex may, in its discretion, at any time, add to, replace or amend the Rating Terms;

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- (d) that notification by Energex of any addition, replacement or amendment of the Rating Terms may be effected by Energex in any way in Energex's discretion, including by email and other electronic means and by publication on the WCQA Website; and
- (e) if required by Energex, the Service Provider must provide Energex with written confirmation of its acceptance of the addition, replacement or amendment (in a form acceptable to Energex) within 14 days of receiving notification from Energex failing which Energex may in its discretion cancel the Service Provider's WCQA Ratings.

### 3.3 Use of WCQA Website

- (a) The Service Provider must read the current Rating Terms applicable as at the date of its Application as Energex reserves the right to change the Rating Terms at any time.
- (b) Energex assumes no responsibility or liability for:
  - (i) suspension of the operation of;
  - (ii) exclusions or limitation of access to; or
  - (iii) changes to the conditions applying to the use of, the WCQA Website at any time.

## 4. GST

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### 4.1 Goods and Services Tax

Any Consideration to be paid or provided for any supply made under or in connection with this Agreement, unless expressly described in this Agreement as including GST, does not include an amount on account of GST.

Despite any other provision in this Agreement, if a party ('Supplier') makes a Taxable Supply under or in connection with this Agreement on which GST is imposed:

- (a) the GST exclusive Consideration otherwise payable or to be provided for that Taxable Supply under this Agreement but for the application of this clause is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier or Energy Retailer's electricity account, an amount equal to the GST payable by the Supplier on that Taxable Supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier or Energy Retailer's electricity account 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.

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### 4.2 Reimbursements

If a payment to a party under or in connection with this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full Input Tax Credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

### 4.3 Adjustment Events

If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a Supplier under the Agreement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 4.1. Payments to give effect to the adjustment must be made between the parties and the Supplier or Energy Retailer's electricity account must issue a valid Adjustment Note in relation to the Adjustment Event.

### 4.4 GST Group

If a party is a member of a GST Group, references to GST which the party must pay and to Input Tax Credits to which the party is entitled, include GST which the representative member of the GST Group must pay and Input Tax Credits to which the representative member of the group is entitled.

### 4.5 Non Monetary Consideration

If a supply made under this Agreement is a Taxable Supply made for non-monetary consideration then:

- (a) the Supplier or Energy Retailer's electricity account must provide the Recipient with a valid Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and
- (b) for the avoidance of doubt any non-monetary consideration payable under or in connection with this Agreement is GST inclusive.

### 4.6 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.

### 4.7 Survival

This clause will continue to apply after expiration or termination of this Agreement/Deed.



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### 5. Assessment of Applications

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#### 5.1 Assessment Criteria

Without limiting any of Energex's discretions under the Rating Terms, applications for a WCQA Rating will generally be assessed on the basis of the requirements described in the Rating Terms.

#### 5.2 Energex's Discretion

Energex may:

- (a) refuse to consider or delay its consideration of an Application;
- (b) determine on what basis it will assess an Application;
- (c) allocate or refuse to allocate a WCQA Rating;
- (d) allocate a WCQA Rating provisionally or subject to conditions (including conditions additional to or inconsistent with the Rating Terms);
- (e) seek further information from a Service Provider or others in connection with the assessment of an Application;
- (f) provide or decline to provide to a Service Provider reasons for its refusal of or its provisional or conditional allocation of WCQA Rating;
- (g) have regard to any information not contained in an Application;
- (h) seek advice or involvement from third parties in connection with the assessment of an Application; or
- (i) change its requirements for WCQA Ratings,

in its discretion.

#### 5.3 Visits

The WCQA Rating assessment process may require visits to the Service Provider's main office or sites at which the Service Provider is performing work or services to review Service Provider's business practices and to further review the supporting documentation that the Service Provider has submitted in connection with its Application. Details of any such visit will be provided by Energex to the Service Provider in advance.

#### 5.4 Notice of Refusal

If Energex decides to refuse to allocate a WCQA Rating to a Service Provider, Energex will notify the Service Provider.

#### 5.5 Disclosure of Information

Without limiting any other right of Energex, Energex may disclose a Service Provider's Application or any other information obtained by Energex in connection with that Application to its Shareholding Ministers, Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth)), any Energex Associated Entity, any advisor to Energex, or any State Government department or entity.

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### 5.6 Legal Entity and Business Operations Requirements

Service Providers should note that, without prejudice to any other requirements of the Rating Terms and without limiting any of Energex's discretions under the Rating Terms:

- (a) Energex will not allocate WCQA Ratings to Service Providers that are not recognised and acceptable legal entities [having appropriate financial assets].
- (b) Energex will not allocate WCQA Ratings to a Business Name or an entity that is under any form of external administration.
- (c) Service Providers trading under a trust arrangement must provide a copy of the relevant trust deed and any variations to it and other information relating to the trust as required by Energex on initial application and when any change occurs to the Trust, and demonstrate that they meet the WCQA Scheme requirements.
- (d) Service Providers must provide evidence of their legal entity either by providing a copy of an official document (such as a Certificate of Company Registration), a statement of the company's directors and secretary issued by the Australian Securities and Investments Commission or a statement confirming the nature, existence and name of the legal entity comprising the Service Provider signed by a practicing Solicitor.
- (e) A copy of the registration documents must be submitted on initial application and whenever a company name change occurs.
- (f) Energex in its discretion may refuse to allocate WCQA Ratings to:
  - (i) related, associated or subsidiary business entities of any Service Provider for the same Work Category Specifications in respect of which the Service Provider holds WCQA Ratings;
  - (ii) a Service Provider trading under a trust arrangement;
  - (iii) a joint venture for the same Work Category Specification in respect of which any member of the joint venture holds a WCQA Rating; or
  - (iv) [a Service Provider which has not traded successfully for three years prior to the date of their application].

### 5.7 Notification of Allocation of WCQA Rating

If Energex decides a Service Provider is to be allocated a WCQA Rating, it will notify the Service Provider of that allocation.

## 6. Effect of Allocation of WCQA Rating

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### 6.1 Contracts Outside of Allocated WCQA Ratings

A Service Provider is not entitled to tender for, or be awarded, any Energex Contract which is not within the Work Category Specifications for which the Service Provider holds WCQA Ratings, unless Energex otherwise determines in its discretion.

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### 6.2 No Guarantee of Work

The allocation of a WCQA Rating to a Service Provider does not give rise to any representation, warranty or guarantee as to:

- (a) continuity of the WCQA Rating for any period (including for the duration of the WCQA Rating Scheme); or
- (b) opportunities which may be made available to the Service Provider to tender for or otherwise be awarded Energex Contracts.

### 6.3 No Representation by Energex

The allocation of any WCQA Rating to a Service Provider does not give rise to any approval, representation, warranty or obligation by Energex as to:

- (a) the Service Provider's competency, capability, eligibility or fitness to provide any particular goods, work or services; or
- (b) the type, quantity, value or terms of Energex Contracts in relation to which the Service Provider may be invited to tender for or offered or be awarded contracts.

### 6.4 Compliance with Energy Laws

The allocation of a WCQA Rating to a Service Provider includes assumed knowledge of, and compliance with, relevant Energy Laws.

### 6.5 Industrial relations

Without limiting any discretion of Energex under the Rating Terms, a Service Provider who is allocated a WCQA Rating must ensure that any individual it engages (whether as an employee or contractor) to perform Core Work within the scope of the Work Category Specifications is paid no less in aggregate than the individual would have been paid had she or he performed the same work as an employee covered by the *Energex Union Collective Agreement 2015* approved by the Fair Work Commission.

### 6.6 Disclosure by Service Provider of Allocated WCQA Ratings

A Service Provider must not:

- (a) allow or encourage any third party to rely upon the Service Provider's WCQA Ratings for any purpose; or
- (b) disclose to any third party any information regarding the Service Provider's WCQA Ratings,

except to the extent permitted under the Rating Terms or unless Energex has otherwise agreed in writing.

### 6.7 Use by Service Provider of Allocated WCQA Ratings

The allocation of WCQA Ratings to a Service Provider cannot be used by the Service Provider as evidence in any dispute with Energex about the performance by the Service Provider under the relevant Energex Contract or any contract, deed, other agreement,

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document or arrangement with any other entity, even though that dispute might cause Energex to monitor or review, suspend, cancel, reassess or change in any way the Service Provider's WCQA Ratings.

### 6.8 Ongoing Obligations of Service Provider Regarding Information

While a Service Provider holds WCQA Ratings, the Service Provider must:

- (a) maintain all Registrations necessary to allow the Service Provider to perform work covered by the Work Category Specifications for which the Service Provider has been allocated WCQA Ratings;
- (b) immediately notify Energex in writing if:
  - (i) any of the Rating Details cease to be complete, correct or current for any reason; or
  - (ii) any other information provided to Energex by the Service Provider in connection with the Service Provider's WCQA Rating ceases to be complete, correct or current for any reason;
- (c) immediately notify Energex in writing of any:
  - (i) serious accident or occupational health and safety incident on any of the Service Provider's Energex Contracts or any of the Service Provider's contract, deed, other agreement, document or arrangement with any other entity;
  - (ii) change in capacity or capability;
  - (iii) change in business status;
  - (iv) conviction for breach of occupational health and safety or environmental laws;
  - (v) becoming precluded from performing works to which the Queensland Code and Queensland Guidelines apply;
  - (vi) material change in its quality assurance system, environmental management system or occupational health and safety management system;
  - (vii) material failure or inability to comply with the obligation in clause 6.5; and
  - (viii) results of any quality assurance audit, environmental management system audit or occupational health and safety management system audit; and
- (d) whenever required by Energex, provide to Energex or any person nominated by Energex:
  - (i) any further information;
  - (ii) any authority necessary to allow Energex or the person to conduct searches or enquiries regarding the Service Provider; or

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- (iii) an opportunity for Energex or the person to interview the Service Provider or its key personnel,  
as required by Energex in connection with the Service Provider's WCQA Ratings, including for any monitoring and review.

## 7. Review of WCQA Rating

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### 7.1 Energex's Discretion

Energex may at any time:

- (a) cancel or suspend (for any period determined by Energex) a Service Provider's WCQA Ratings;
- (b) reassess a Service Provider's WCQA Ratings, including its eligibility for the WCQA Ratings;
- (c) change (including by adding) Work Category Specifications for which a Service Provider holds or needs WCQA Ratings;
- (d) change (including by adding) conditions applying to a Service Provider's WCQA Ratings (including under the Rating Terms); or
- (e) change (including by adding) any other details in connection with a Service Provider's WCQA Ratings,

in its discretion and must notify the Service Provider of the suspension, cancellation or changes.

### 7.2 Acceptance by Service Provider

If required by Energex, the Service Provider must provide Energex with written confirmation of its acceptance of any change referred to in clause 7.1 (in a form acceptable to Energex) within 14 days of receiving notification from Energex failing which Energex may in its discretion cancel the Service Provider's WCQA Ratings.

### 7.3 Compliance Review

Without limiting Energex's discretion under clause 7.1, Energex may undertake, as it sees fit, monitoring and review of the compliance of a Service Provider that has been allocated a WCQA Rating with the WCQA Scheme and the Rating Terms. The monitoring and review may include:

- (a) periodic management system surveillance in order to assess Works Category Specification and legislative compliance ;
- (b) safety performance, including preparation of proper and conclusive accident and incident reports;
- (c) the level of appropriateness of corrective actions implemented by the Service Provider following the report of a serious Work Health and Safety event on any of the Service Provider's sites;

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- (d) maintenance of appropriate Registrations necessary to allow the Service Provider to perform work covered by the Work Category Specifications for which the Service Provider has been allocated WCQA Ratings;
- (e) results of any quality assurance audit, environmental management system audit or occupational health and safety management system audit;
- (f) compliance with the prudential requirements under the Energy Laws;
- (g) project outcomes; and
- (h) performance under Energex Contracts and any contract, deed, other agreement, document or arrangement with any other entity.

### 7.4 Suspension of Service Provider's WCQA Ratings

Where a Service Provider's WCQA Ratings are suspended under clause 7.1, Energex will advise the Service Provider of the reasons for the suspension and of the actions required by the Service Provider before Energex will lift the suspension. The Service Provider must inform Energex when the actions required to address the reasons for the suspension have been implemented. If the action taken by the Service Provider is considered by Energex to be insufficient, the suspension period may be extended and the Service Provider will be notified accordingly. Alternatively, Energex will revoke the suspension if it is satisfied that the Service Provider has taken appropriate action to address the reasons for the suspension.

### 7.5 Cancellation of Service Provider's WCQA Rating

Without limiting clause 7.1, Energex may cancel a Service Provider's WCQA Ratings when Energex considers that the Service Provider has not met one or more of the WCQA Scheme requirements including:

- (a) breach of any of the conditions for allocation of or holding the WCQA Ratings;
- (b) breach of any of the Rating Terms;
- (c) serious accident or occupational health and safety incident on any of the Service Provider's Energex Contracts or any of the Service Provider's contract, deed, other agreement, document or arrangement with any other entity;
- (d) failure to maintain appropriate insurances or Registrations;
- (e) [failure to meet financial requirements];
- (f) failure to promptly and adequately resolve the reasons for a temporary suspension of the Service Provider's WCQA Ratings;
- (g) adverse change in capacity or capability;
- (h) adverse change in business status;
- (i) conviction for breach of occupational health and safety or environmental laws;
- (j) unsatisfactory results of any quality assurance audit, environmental management system audit or occupational health and safety management system audit;

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- (k) precluded from performing works to which the Queensland Code and Queensland Guidelines apply; or
- (l) the Service Provider's project outcomes, business management systems, client satisfaction and ethical business practices do not meet the standards required of a Service Provider allocated WCQA Ratings under the WCQA Scheme.

### 7.6 Advice Before Cancellation

Before a WCQA Rating of a Service Provider is cancelled, Energex must advise the Service Provider of the matters prompting the proposed action and will give the Service Provider the opportunity to give reasons why its WCQA Ratings should not be cancelled.

## 8. General

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### 8.1 Service Provider's Related Entities

A Service Provider's WCQA Ratings apply only to the Service Provider to whom they are allocated and not to any related or other entity associated with the Service Provider (whether as a result of ownership, partnership, joint venture or otherwise). Such business entities and venturers must apply for WCQA Ratings in their own right, subject to clause 5.6.

### 8.2 Energex Associated Entities

The WCQA Scheme given effect to by the Rating Terms applies to Energex and any of the Energex Associated Entities and references to Energex shall be read accordingly.

### 8.3 No Assignment

A Service Provider's WCQA Ratings (including any rights arising from them) are personal to the Service Provider and cannot be assigned.

### 8.4 WCQA Scheme Revisions

Energex:

- (a) may in its discretion at any time vary the terms of or abort (in whole or in part) the WCQA Scheme; and
- (b) must notify Service Providers who have been allocated WCQA Ratings accordingly.

### 8.5 Service Provider's Cancellation of WCQA Rating

A Service Provider holding a WCQA Rating may cancel its WCQA Rating at any time by giving Energex notice in writing of its cancellation. The Service Provider agrees that its cancellation of its WCQA Rating may:

- (a) adversely affect, including leading to termination of, any Energex Contract or any contract, deed, other agreement, document or arrangement with any other entity; and

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- (b) adversely affect or remove opportunities which may otherwise have been made available to the Service Provider to tender for or otherwise be awarded Energex Contracts or any contracts, deeds, other agreements, documents or arrangements with any other entity.

### 8.6 Publication of WCQA Rated Service Providers List

Energex may publish a list of Service Providers who have been allocated WCQA Ratings in any manner it sees fit. Any published list will not include individual company rating scores so as to influence commercial outcomes.

### 8.7 Disclaimer

To the maximum extent permitted by law Energex will not be liable (whether under contract, in tort (including negligence), in equity, under statute or otherwise) for any costs, damages, liabilities or losses incurred by a Service Provider or any third party arising from:

- (a) the exercise by Energex of any discretion under the Rating Terms; or
- (b) reliance upon a Service Provider's WCQA Ratings for any purpose.

### 8.9 Requests for Review of Decisions

A Service Provider may request a review of any decision made by Energex pursuant to the Rating Terms by submitting within 28 days of being informed of Energex's decision a detailed written request for review (including full details of the reasons for the request for the review and any additional information upon which the Service Provider wishes to rely) to:

**[Group Manager Safety]  
Asset management  
Energex Limited  
26 Reddacliff Street  
Newstead QLD 4006**

Energex will inform the Service Provider of the outcome of the review.

### 8.10 Discretion of Energex

Except to the extent the Rating Terms state otherwise, Energex may exercise any right or discretion given to it by the Rating Terms in its absolute discretion.

### 8.11 Obligations of Energex

Energex's only obligations to a Service Provider who has been allocated WCQA Ratings are those expressly set out in the Rating Terms and all conditions, warranties or other obligations which would otherwise apply (by implication of law or otherwise) are excluded to the maximum extent permitted by law.



# Energex Service Provider Work Category Quality Assurance (WCQA) Scheme

## Annexure A

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### Annexure A - Dictionary

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**Application** means an application from a Service Provider to Energex applying for a WCQA Rating in the form of the WCQA Rating Application Form current as at the date of the application;

**Core Work** means Generation activities, Transmission activities and Distribution activities, where:

**Generation activities** means;

- (a) operation, construction and routine maintenance work (other than major overhauls) currently performed by employees on the following power station plant, directly associated with the generation of electricity:
- (b) (i) Boilers;
- (c) (ii) Turbo Generations;
- (d) (iii) Renewable Energy;
- (e) (iv) Unit Auxiliary Plant; and
- (f) (v) Chemical Plant.

**Transmission activities** means work which is directly associated with the operation, construction and routine maintenance work (other than major overhauls) of substation plant, control systems and associated in house communications and electronics, lines and cables and trimming and removal of trees within minimum approach distances to energised conductors currently performed by employees.

**Distribution activities** means work which is directly associated with the operation, construction and routine maintenance (other than major overhauls) of substation plant, overhead mains, underground cabling and jointing, pole inspection and street lighting, customer emergency services (eg loss of supply, voltage complaints) and trimming and removal of trees within minimum approach distances to energised conductors currently performed by employees.

The definition of Core Work does not apply to work that is ancillary to the contract or work of a specialist nature;

**Energex** means Energex Limited;

**Energex Contract** means any:

- (g) contract, deed or other agreement between Energex and a Service Provider relating to the provision by the Service Provider of work, services or other things (whether or not any other person is also a party); or

# Energex Service Provider Work Category Quality Assurance (WCQA) Scheme

## Annexure A

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- (h) any document (whether or not comprising a contract) setting out terms to apply to any process or activity in which the Service Provider is to take part (including conditions of tendering);

**Energex Associated Entities** means Ergon Energy Corporation Limited and any other entity notified from time to time by Energex;

**Energy Laws** has the meaning given to that term in the National Energy Retail Law (Queensland), in force in Queensland through the application of the *National Energy Retail Law (Queensland) Act 2014* (Qld);

**Queensland Code** means the Queensland Code of Practice for the Building and Construction Industry;

**Queensland Guidelines** means the Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry;

**Rating Details** means the details applicable to a Service Provider which has been allocated a WCQA Rating, as set out in or supplied in conjunction with its Application or its WCQA Ratings;

**Rating Terms** means the terms giving effect to the Energex Service Provider Work Category Quality Assurance (WCQA) Rating Scheme comprising the documents referred to in clause 2.1;

**Registrations** means all licences, certificates, registrations or other approvals required to be held by the Service Provider or its key personnel under any law;

**Service Provider** means any entity proposing, intending or obliged to:

- (a) supply any services described by Works Category Specifications, including contractors and design consultants involved in network services including meter reading, disconnects and reconnects, network design, construction, inspections and maintenance; and
- (b) access Energex assets for the installation, maintenance and removal of third party assets on or within Energex network assets.

**WCQA Rating** means a Energex Service Provider Work Category Quality Assurance (WCQA) Rating issued by Energex under the Rating Terms;

**WCQA Rating Application Form** means;

- (a) where the Application relates to network services including meter reading, disconnects and reconnects, network design, construction, inspections and maintenance, the application form contained in Energex's "Energex Service Provider Work Category Quality Assurance Requirements – General" document; and
- (b) where the Application relates to accessing Energex assets for the installation, maintenance and removal of third party assets on or within Energex network assets, the application form contained in Energex's "Energex Service Provider Requirements Shared Assets Installations" document.

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**WCQA Scheme** means the Energex Service Provider Work Category Quality Assurance (WCQA) Rating Scheme governed by the Rating Terms;

**WCQA Terms and Conditions** means the agreement for the provision of a WCQA rating assessment entered into between Energex and the Service Provider

**WCQA Website** means any website used by Energex (including the webpage on Energex's website titled "Supplier quality assurance application") for the purposes of any of:

- (a) providing notifications or other information; and
- (b) storing or transmitting any documents or data.

in connection with the WCQA Scheme and includes any website, application or service in, linked with or available from any such website; and

**Work Category Specifications** means the Energex documents that describe the resources (plant, tools and equipment), operator competencies, standards (quality safety, environment, customer care, etc.) and required outcomes, to be applied to a particular category of work, including the Work Category Specifications as listed in respective application forms.

Energex Service Provider Work Category Quality Assurance (WCQA) Scheme

**Annexure B**

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