

# Energex

## Model Terms and Conditions for Deemed Standard Connection Contracts for Large Customers



Energex Limited  
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positive energy

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## Preamble

This contract is about the services which cover connection of your *premises* to our distribution system, and the electricity supplied to your *premises*. These services are called "customer connection services".

This contract does not deal with the sale of electricity. Your purchase of the electricity consumed at the *premises* is dealt with by a separate contract between you and your electricity *retailer*.

More information about this contract and other matters is on our website [www.energex.com.au](http://www.energex.com.au).

## 1 The Parties

This contract is between:

**Energex Limited** who provides you with *customer connection services* at the premises (in this contract referred to as "we", "our" or "us"); and

You, the **Large Customer** to whom this contract applies (in this contract referred to as "you" or "your").

## 2 Definitions and Interpretation

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law, the National Energy Retail Rules ("the Rules") and the National Electricity Rules. Words appearing in italicised type like this are defined in Schedule 1 to this contract.
- (b) Where the definitions in Schedule 1 differ from the definitions in the National Energy Retail Law, the National Electricity Rules and the Rules, the definitions in the National Energy Retail Law, the National Electricity Rules and the Rules prevail.

## 3 Do These Terms and Conditions Apply to You?

### 3.1 These are your terms and conditions

This contract sets out the terms and conditions for the standard connection contract for customers under the National Energy Retail Law and the Rules.

### 3.2 Does this contract apply to you?

This contract applies to you if:

- (a) your *premises* are connected to our distribution system;
- (b) you are classified as a *Large Customer*;

- (c) you do not have another *customer connection contract* with us for those *premises*, except for a *Micro EG Connection Contract*.

### 3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules* (for an electricity connection). That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

## 4 What is the Term of This Contract?

### 4.1 When does this contract start?

If your *premises* are connected to our distribution system, this contract starts on:

- (a) in the case of a new connection or *connection alteration*, on acceptance by you of our connection offer in accordance with the requirements of Chapter 5A of the National Electricity Rules;
- (b) in the case of an existing connection that is not the subject of a *connection alteration*:
  - (i) in the case of an existing connection at your *premises* that is not energised, when your *premises* becomes re-energised (or re-connected);
  - (ii) in the case of an existing connection at your *premises* that is energised, when you commence taking supply of *energy* at those *premises*;
- (c) in the case of an existing connection where:
  - (i) you have been reclassified as a *Large Customer* for the *premises*; and
  - (ii) immediately prior to the reclassification, you were party to a *deemed standard connection contract* in respect of those *premises*;
  - (iii) the date you when you receive notice of the reclassification; and
- (d) in the case of an existing connection where:
  - (i) you were party to a *deemed standard connection contract* for the *premises*;
  - (ii) the AER approves this contract as being an approved standard connection contract for *Large Customers*; and
  - (iii) the date you receive notice of this contract from us.

## 4.2 When does this contract end?

- (a) The contract ends on the earlier of the following to occur:
- (i) subject to paragraph (b), the date that is 10 *Business Days* after Energex receives notice from you or your *retailer* notifying us that you no longer wish to receive a supply of *energy* to the premises (even if you have vacated the premises earlier); or
  - (ii) if you start receiving supply of *energy* for the *premises* under a different *customer connection contract* - on the date that contract starts; or
  - (iii) if a different customer starts receiving supply of *energy* for the *premises* - on the date the connection contract of that customer starts;
  - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
  - (v) 10 *Business Days* after we disconnect the *premises* under the Rules, if you have not within that period asked your *retailer* to reconnect the premises and met the requirements in the Rules for reconnection.
  - (vi) if you transfer ownership or control of your *premises* to another person – on the date your ownership or control ceases.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

## 5 Scope of This Contract?

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to provide customer connection services at the premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) Charges for customer connection services will be billed under your contract with your retailer.

### What is not covered by this contract?

- (a) This contract does not cover the connection to our distribution system of any *generating plant* you may have on your *premises* for the purpose of either operating in parallel with, or exporting electricity into our distribution system. You will need to enter into a separate agreement with us if you intend to operate *generating plant* for either of these purposes.

- (b) This contract does not cover the sale of *energy* to your *premises*. This is the role of your *retailer*.

## 5.2 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the energy laws.
- (b) Our obligations extend up to the connection point where energy is to be supplied to the premises (as defined by us) and not beyond.

## 5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the energy laws
- (b) Our obligations extend up to the *connection point* where energy is to be supplied to the premises (as defined by us) and not beyond.

## 5.4 Responsible Person

You acknowledge that you will appoint a *Responsible Person* to be responsible for the provision of a metering installation (within the meaning of the National Electricity Rules) for the *connection point*. You must notify us as to any change to the *Responsible Person*.

# 6 Your General Obligations

## 6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

## 6.2 Updating information

You must promptly:

- (a) inform your retailer of any change to your contact details; and
- (b) inform your retailer of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing customer connection services at the premises; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including, metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of energy to the premises or the premises of any other person; and

- (d) inform either your retailer or us of any permanent material change to the energy demand (or energy consumption) or pattern of usage at the premises.

### 6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) Our obligation to commence and to continue providing you with *customer connection services* under this contract is subject to you satisfying and continuing to satisfy the following conditions:
  - (i) you provide satisfactory proof that you own or occupy the *premises* when required by us;
  - (ii) you provide any details reasonably required by us of the *customer installation* and electrical load for your *premises* and you notify us of any material changes or likely material changes to those details as soon as possible after you become aware of those changes or likely changes;
  - (iii) you have a retail contract for your *premises* at all times while this contract applies to you;
  - (iv) your *premises* and its connection to our distribution system at all times comply with:
    - A. the requirements set out in the *Energex Rules and Standards* or any other reasonable requirements we impose, including relating to the parameter settings for the earthing, protection and control equipment at the *connection point* or which is installed on any electrical equipment to your *premises*;
    - B. the *National Electricity Rules* and any requirements or standards we specify to ensure compliance with the *energy laws* or *National Electricity Rules*;
    - C. any site specific condition that applies to the *premises*; and
  - (v) you maintain the area surrounding the *connection point* on your *premises* in accordance with applicable safety standards and comply within the specified time with any safety-related corrective works we require you by notice to undertake, including but not limited to clearing vegetation and maintaining such clearance;
  - (vi) you comply with the *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract; and
  - (vii) you comply with the *Work Health and Safety Laws* in respect of the *connection point*, the *customer installation* and any *electrical equipment* on your *premises*.
- (b) We may begin to provide *customer connection services* to you before any condition to connection set out in clause 6.3(a) has been met by you, but only on condition that you meet that condition to connection after we have begun providing *customer connection services* to you

## 6.4 Maintenance of Customer Installation

You must to the best of your knowledge maintain your *customer installation* so that:

- (a) its live parts remain properly insulated, or protected, against inadvertent contact by unauthorised persons;
- (b) it is not used in a manner that exceeds the operating limits imposed by its design or installation; and
- (c) it does not cause interference on or interfere with the performance of our distribution system as nominated within *Energex's Rules and Standards* and the *energy laws*.

## 6.5 Life support equipment

- (a) If any person/s at your *premises* requires the use of *life support equipment*, you must register the *premises* with your *retailer* or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for *life support equipment* at the *premises*.
- (b) You must tell us or your *retailer* if the *life support equipment* is no longer required at the *premises*.
- (c) If the premises are registered as having *life support equipment*, we must give you:
  - (i) general advice that there may be *planned* or *unplanned interruption* to the supply of *energy* to the *premises*; and
  - (ii) at least 4 *Business Days'* notice in writing of any *planned interruptions* to the supply of *energy* to the *premises*; and
  - (iii) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
  - (iv) an emergency telephone contact number

## 6.6 Site Specific Conditions

- (a) You must take all reasonably practicable steps to comply with all *site-specific conditions* that apply to the *premises* under:
  - (i) a standard form connection contract or a *deemed AER approved standard connection contract for large customers* in relation to the *premises*;
  - (ii) a *deemed standard connection contract* in relation to the premises; or
  - (iii) a connection contract made under Chapter 5A of the *National Electricity Rules* in relation to the *premises*,
  - (iv) that was in force between us and a previous *customer* at the *premises*.

- (b) We will notify you of any *site-specific conditions* that apply to the *premises* as soon as reasonably practicable after receipt of any request from you.

## 7 Meters

- (a) We may require the installation, maintenance and operation of such electricity meters as we consider necessary in order to comply with regulatory requirements including any metrology procedures established under the *energy laws* or under Chapter 7 of the *National Electricity Rules*, to ascertain the quantity of electricity supplied to you. You must ensure that access to such electricity meters is maintained at all times.
- (b) You must engage an *AEMO* accredited Metering Services Provider for the provision and installation of electricity meters in accordance with *energy laws* including Chapter 7 of the *National Electricity Rules*.
- (c) You may request alternative metering arrangements and provided they comply with energy laws including Chapter 7 of the National Electricity Rules we may, in our discretion, agree.

## 8 Wrongful and Illegal Use of Energy

### 8.1 Illegal use of energy or interference

You must not, and you must take reasonable steps to ensure others do not:

- (a) illegally use *energy* supplied to the *premises*; or
- (b) cause damage to, interfere with, or carry out work on our distribution system, *electricity works*, metering equipment, any equipment relating to the supply of *energy* to the *premises*, our load control equipment, our seals or any wiring or equipment sealed by us, except as permitted by us or as permitted by *law*; or
- (c) use the *energy* supplied to your *premises* or any *energy* equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of *energy* to another *customer*; or
  - (ii) causes damage or interference to any third party, or
  - (iii) exceeds the maximum capacity of any of our equipment installed at the premises; or
- (d) use *customer connection services* provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment

### 8.2 Consequences of wrongful or illegal use

If you do not comply with clause 8.1 above, we may, in accordance with the energy laws take any or all of the following actions:

- (a) estimate the amount of energy obtained wrongfully or illegally and estimate your demand profile during the relevant period, and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the premises.

## 9 Our Liability

### 9.1 Quality of supply

The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a *relevant authority*.

### 9.2 Operation of laws

- (a) The *Competition and Consumer Act 2010*, and other *Laws* imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- (b) Unless one of these *Laws* requires it, we give no condition, warranty or undertaking, and Energex makes no representation to you about the condition or suitability of the *customer connection services*, including their quality fitness for purpose or safety, other than those set out in this contract.
- (c) Any *Liability* we have to you under the *Laws* that cannot be excluded but can be limited is (at our option) limited to:
  - (i) providing equivalent goods or services to those provided under this contract
  - (ii) paying you the cost of replacing the goods or services provided under this contract or acquiring equivalent goods or services.

### 9.3 Non-exclusion

Sections 97 and 97A of the Electricity Act and 119 and 120 of the National Electricity Law, and any other limitations of Liability or immunities granted under any Law, are not limited in their operation or application by anything contained in this contract.

### 9.4 Limitation of Energex's liability

You agree that, to the maximum extent permitted by the Laws:

- (a) We are not liable to you (whether under contract, in tort, in equity, under statute or otherwise) for Liability brought against or incurred by you arising out of any act or omission of us in connection with this contract; and

(b) You release us from Claims by you in respect of any such Liability,

except to the extent that the Liability arises from acts or omissions of us, our agents or our employees which constitute negligence or bad faith.

## **9.5 No consequential loss**

To the maximum extent permitted by law and despite any other provision in this contract, Energex is not liable to you (whether under contract, in tort, in equity or otherwise) for any loss of profit, loss of revenue, loss of use, loss of data, loss of production, loss of opportunity, loss of goodwill or any indirect, incidental, special or consequential damage, costs or loss, howsoever caused.

## **9.6 Survival of this clause**

This clause 9 will continue to apply after expiration or termination of this contract.

# **10 Access to the Premises**

## **10.1 Your obligations**

Under the energy laws, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the premises; and
- (b) calculate or measure energy supplied or taken at the premises; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the premises; and
- (f) examine or inspect an energy installation at the premises; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the premises; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the premises; and
- (k) perform services requested by you or your retailer.

## **10.2 Written notice of access is not required**

Written notice of our intention to enter your premises is not required if:

- (a) either you or an occupier of the premises consents; or
- (b) we require entry only to read an electricity meter;
- (c) we require entry in case of emergency.

### **10.3 You consent to our access for certain works**

When you:

- (a) apply (or someone on your behalf applies for you) to be provided with customer connection services;
- (b) notify us of customer installation work; or
- (c) contact us to request that we provide other services,

you are taken to have given your consent under clause 10.2(a) to our access for carrying out works necessary for that service or work (as applicable).

### **10.4 Our obligations**

If we or our representatives seek access to the *premises* under clause 10.1 above, we will:

- (a) comply with all relevant requirements under the *energy law*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

## **11 Interruption to Supply**

### **11.1 Distributor may interrupt supply**

We may interrupt the supply of energy to your premises where permitted under the energy laws, including for a planned interruption or where there is an unplanned interruption or in accordance with the conditions of any applicable tariff or under a contract with your retailer.

### **11.2 Planned interruptions (maintenance, repair, etc.)**

- (a) We may make planned interruptions to the supply of energy to the premises under the Rules for the following purposes:
  - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
  - (ii) for the installation of a new connection or a connection alteration to another customer.

- (b) If your energy supply will be affected by a planned interruption, we will give you at least 4 business days' notice by mail, letterbox drop, press advertisement or other appropriate means.

### 11.3 Unplanned interruptions

- (a) We may interrupt the supply of energy to your premises in circumstances where we consider that a customer's energy installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system, including:
  - (i) for unplanned maintenance or repairs;
  - (ii) for health or safety reasons;
  - (iii) in an emergency;
  - (iv) as required by as relevant authority;
  - (v) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or
  - (vi) to restore supply to a customer.
- (b) If an unplanned interruption is made, we will use our best endeavours to restore energy supply to the premises as soon as possible.
- (c) We will make information about unplanned interruptions (including the nature of any emergency and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24 hour telephone information service.
- (d) We may interrupt the supply of *energy* to your *premises*, after reasonable notice is given, in circumstances where you refuse to give us or our *authorised representatives* access at all reasonable times to your *premises* to inspect any facilities, equipment or meters located on your premises.

### 11.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
  - (i) an interruption to the supply of energy to the premises; or
  - (ii) a supply of energy to the premises of a quality in breach of any relevant standards under the energy laws.
- (b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:
  - (i) the written explanation; or

- (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

## 11.5 No guarantee of supply

- (a) You must make your own assessment of whether you need (either at the time of entering into this contract or any time during its term) to:
  - (i) establish a backup electricity supply for the premises; or
  - (ii) install equipment or systems to protect your facilities from interruptions to supply or fluctuations in the quality or frequency of electricity supply to the premises.
- (b) You must ensure that you can conduct a safe shutdown of the facilities at the premises in the event of an interruption (whether planned or unplanned) to the supply of energy to the premises.

## 11.6 Single Credible Contingency Event

You agree that the existing and any future system for the provision of customer connection services to the premises may not be designed or constructed to withstand a single Credible Contingency Event directly affecting the supply of electricity through the connection point. As such, if a single Credible Contingency Event occurs, an interruption to connection and supply from the supply network may result.

## 11.7 Abnormal Conditions

- (a) You agree that the existing and any future systems for the provision of customer connection services to the premises may not be designed or constructed to withstand Abnormal Conditions on the supply network.
- (b) Non-performance by us of our obligations under this contract as a result of Abnormal Conditions:
  - (i) is excused to the extent that such performance is prevented or delayed by the Abnormal Conditions; and
  - (ii) does not, to that extent, give rise to any Liability to any party (whether direct, indirect, consequential or special losses or damages of any kind) arising out of or in any way connected with that non-performance.

# 12 Our Charges

## 12.1 Payment

The amounts you are billed under your contract with your retailer include our charges for customer connection services.

## 12.2 Determination of our charges

We will determine our charges for a billing cycle in accordance with the energy laws.

## 12.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply of energy to your premises we must advise your retailer of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a). If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

## 13 Disconnection of Supply

### 13.1 When can we disconnect?

Subject to us satisfying the requirements in the Rules, we may disconnect your premises if:

- (a) you do not pay on time any amount due to us under this contract for the provision of *customer connection services* (other than an amount which is agreed to be paid on your behalf by your *retailer*);
- (b) you refuse or fail to give us or our *authorised representative* access to your *premises* in accordance with any rights of access provided for by the *energy laws*;
- (c) a receiver, administrator or liquidator is appointed over any part of your undertaking or assets or you become unable to, or declare that you are unable to pay your debts as they fall due
- (d) your *retailer* requests us to *disconnect* your *premises* and has notified us that it has a right to arrange for *disconnection* under your contract with your *retailer*;
- (e) you do not continue to comply with the requirements under clause 6.3;
- (f) you use *energy* supplied to the *premises* wrongfully or illegally in breach of clause 8;
- (g) you provide false information to us or your *retailer* such that you would not have been entitled to be connected if you had not provided the false information;
- (h) you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *customer connection services*;
- (i) you default in the performance of any of your other obligations under this agreement, and we give you a notice specifying the default that has occurred and requiring you to cure it by a date specified in the notice (which must be not less than 14 days after the notice is given) and you do not cure the relevant default by that date;
- (j) in an *emergency* or for health and safety reasons;

- (k) we are required to do so at the direction of a *relevant authority*; or
- (l) we are entitled to do so under any *Law*.

Note: The energy laws allow distributors and other authorised people to disconnect or arrange disconnection of premises in circumstances additional to those set out above.

### 13.2 Notice and warning of disconnection

Except for clauses 13.1(k) and (l) which can occur without notice to you, we may disconnect your premises under clauses 13.1 only if:

- (a) we have sent you a disconnection warning notice that:
  - (i) requires you to rectify, within 6 business days after the date of issues on the notice, the issue that could lead to disconnection; and
  - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to providing a disconnection warning notice; and
- (c) you fail to comply with the disconnection warning notice within 6 business days after the date of issue.

### 13.3 Restriction on disconnection

We must not arrange for *disconnection* on any of the grounds listed above while a *life support system* that relies on electricity for its operation is in use at your *premises*, except in an *emergency*, and without notifying you prior to *disconnection*

### 13.4 Our rights after disconnection

The disconnection of the premises does not limit or waive your rights and obligations under this contract arising before disconnection, including any of your obligations to pay amounts to us or your retailer.

### 13.5 Disconnection fee

- (a) If we become entitled to *disconnect* your *premises* under this contract, you must pay us for our costs incurred in performing such *disconnection* (including the cost of attending your *premises* for this purpose).
- (b) If we arrive at the *premises* to disconnect the *premises* but do not do so because you rectify the matter referred to in the *disconnection* warning notice, you will be liable to pay a reasonable fee for our attendance at the *premises*

## 14 Reconnection after Disconnection

### 14.1 Where we must reconnect

- (a) If you have been disconnected, we must arrange for reconnection of the premises if, within 10 business days of your premises being disconnected:
- (i) where your retailer asked for the disconnection---if we are asked by your retailer to reconnect the premises; or
  - (ii) in other circumstances---if:
    - (A) you ask us to arrange for reconnection of your premises; and
    - (B) you rectify the matter that led to the disconnection; and
    - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 business days following disconnection if the requirements in paragraph 13.1(a) are not met.

### 14.2 Timeframe for reconnection

If you have been disconnected and at the time of the request for reconnection:

- (a) you or your retailer have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant energy laws; and
- (c) the necessary infrastructure to re-energise the premises remains in place; and
- (d) you provide safe and unhindered access to the premises,

we must re-energise the premises in accordance with any timeframe specified in the energy law.

### 14.3 Wrongful disconnection

If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge.

## 15 Notices and Bills

- (a) Notices and bills (where relevant) under this contract must be sent in writing unless this contract or the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

- (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (which excludes depots) (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect): or
- (ii) on the date two business days after it is posted or
- (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

## 16 Privacy Act Notice and Access to Information

### 16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

### 16.2 Access to Information

Upon request, we must give you information about your energy consumption over the last 2 years, or our charges for customer connection services. We may charge you a reasonable fee for information requested more than four times in any 12 month period or information requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

## 17 Complaints and Dispute Resolution

### 17.1 Complaints

If you have a complaint relating to the supply of energy to the premises, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

### 17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you of the outcome of your complaint and the reasons for our decision.

## 18 Force Majeure

### 18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

### 18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 18.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove overcome or minimise the effects of that event as soon as practicable.

### 18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## 19 Applicable Law

The laws of Queensland govern this contract.

## 20 General

### 20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

## 20.2 GST

- (a) Any Consideration to be paid or provided for any supply made under or in connection with this contract, unless expressly described in this contract as including GST, does not include an amount on account of GST. Despite any other provision in this contract, if a party ('Supplier') makes a Taxable Supply under or in connection with this contract on which GST is imposed:
- i. the GST exclusive Consideration otherwise payable or to be provided for that Taxable Supply under this contract but for the application of this clause is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that Taxable Supply; and
  - ii. the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided. However, the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid Adjustment Note) for that Taxable Supply
- (b) If a payment to a party under or in connection with this contract 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.
- (c) If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a Supplier under the contract, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 20.2.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.
- (d) 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.
- (e) If a supply made under this contract is a Taxable Supply made for non-monetary consideration then:
- i. the Supplier must provide the Recipient with a valid Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and
  - ii. for the avoidance of doubt any non-monetary consideration payable under or in connection with this contract is GST inclusive.

- (f) 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.
- (g) This clause will continue to apply after expiration or termination of this contract.

### **20.3 Amending this contract**

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must inform you of any material amendments to this contract as required by National Energy Retail Law.

## Schedule 1 - Definitions and Interpretation

Unless the contrary intention appears:

*Abnormal Conditions* has the meaning given to it in the *National Electricity Rules*.

*authorised representative* means a person authorised by us to do anything on our behalf under this contract.

*billing cycle* means the regular recurrent period for which we charge for *customer connection services*.

*business day* means a day other than a Saturday, a Sunday or a public holiday.

*Claim* includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such claim:

- (a) under or in connection with this *deemed AER approved standard connection contract for large customers*;
- (b) by statute;
- (c) in tort for negligence or otherwise, including negligent misrepresentations; or
- (d) in restitution for unjust enrichment.

*Credible Contingency Event* has the meaning given to it in the *National Electricity Rules*.

*connection alteration* has the meaning given to that term under Chapter 5A of the *National Electricity Rules*.

*connection point* means the point at which a distribution system connects to an *energy* installation or equipment that serves the *premises* of one or more *customers*.

*customer* means a person who buys or wants to buy *energy* from a *retailer*.

*customer connection contract* means a customer connection contract established under the *National Energy Retail Law*.

*customer connection services* include services relating to the flow of *energy* to your *premises*.

*customer installation* means the electrical wiring and associated equipment that are used to convey and control the conveyance of electricity within *premises* to which electricity is supplied from a distribution system, but does not include anything connected to and extended or situated beyond an electrical outlet socket and for the avoidance of doubt includes poles and wires owned by the *customer*.

*deemed AER approved standard connection contract for large customers* means a contract on the terms and conditions and in the form of this document.

*deemed standard connection contract* means a *customer connection contract* that is taken to be entered into under section 70 of the *National Energy Retail Law*.

*disconnection* means an action to prevent the flow of *energy* to the *premises*, but does not include an *interruption*.

*Electricity Act* means the *Electricity Act 1994* (Qld).

*electricity works* means any electricity power lines or associated equipment or electricity structures that form part of a transmission system or distribution system.

*emergency* means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

*Energex Rules and Standards* include:

- (a) Energex Standard 3544 - Large Customer Connection Manual
- (b) AS 2067 - Substations and high voltage installations exceeding 1 kV ac
- (c) EG1 - ESAA Substation Earthing Guide
- (d) AS/NZS 3000 - Electrical installations (known as the Australian/New Zealand Wiring Rules)
- (e) AS/NZS 61000 Series - Electromagnetic compatibility (EMC)
- (f) AS/NZS 7000 - Overhead line design standard
- (g) IEC 61000.3.14 - Electromagnetic compatibility (EMC) - Limits - Assessment of emission limits for harmonics, interharmonics, voltage fluctuations and unbalance for the connection of disturbing installations to LV power systems
- (h) Energex Standard 233 - Customer Standard for Parallel Embedded Generation via inverters 30kw to 5000kw
- (i) Energex Standard 657 - Customer Standard for Small to Medium Scale Embedded Generation
- (j) QECMM - Qld Electricity Connection & Metering Manual
- (k) *National Electricity Rules* and *Electricity Act, Electrical Safety Act 2002* (Qld) and regulations, standards, codes, protocols and rules made under those laws; *and*
- (l) any other reasonable requirements that we impose from time to time.

*energy* means electricity.

*energy laws* means national and State and Territory laws and rules relating to *energy* and the legal instruments made under those laws and rules.

*force majeure event* means an event outside the control of a party.

*generating plant* has the meaning given to it in the *National Electricity Rules*.

GST has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

*interruption* means a temporary unavailability or temporary curtailment of the supply of *energy* from a distribution system to a *customer*, but does not include *disconnection*.

*large customer* means in respect of business *premises* a business *customer* who meets the definition of a large customer for the purposes of the *Rules* and any relevant jurisdictional *Laws*.

*Laws* means any legally binding law, legislation, 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 without limitation, the *electricity legislation*.

*Liability* means any cost, expense, loss, damage, obligation, Claim, action, penalty, fine, impost, tax charge or other liability.

*Micro EG Connection Contract* means a connection contract for an embedded generating unit of 5kwh or less, of the kind contemplated by AS 4777

*National Electricity Rules* means the rules made under the *National Electricity Law*.

*National Electricity Law* has the meaning given under the *Electricity – National Scheme (Queensland) Act 1997 (Qld)*.

*National Energy Retail Law* means the *Law* of that name that is applied by each participating State and Territory.

*premises* means the address at which *customer connection services* are provided to you and, to avoid doubt, may include your *customer installation*.

*relevant authority* means any person or body who has the power under law to direct us, including the AEMO and State or Federal Police.

*Responsible Person* has the meaning given to it in the *National Electricity Rules*.

*retailer* means a person that is authorised to sell *energy* to *customers*.

*Rules* means the National Energy Retail Rules made under the *National Energy Retail Law*.

*site-specific condition* means a condition of connection to a premises, or a requirement imposed in relation to a connection at a *premises*, that is peculiar to those premises imposed as agreed under a *customer connection contract* or that apply in any of the circumstances set out in clause 6.7.

*Work Health and Safety Laws* means the *Work Health and Safety Act 2011 (Qld)*, *Electrical Safety Act 2002 (Qld)*, the *Work Health and Safety Regulation 2013 (Qld)* and *Electrical Safety Regulation 2013 (Qld)*, as amended or replaced from time to time.