

# **Standard Connection Contract**

**Annexure A to the  
Electricity Industry Code**

# Standard Connection Contract

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# Standard Connection Contract

## STANDARD CONNECTION CONTRACT

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### PREAMBLE

Please note: This contract is about the connection of your *premises* to our *supply network*, the maintenance of that connection and the supply of electricity to you as a *customer* at your current *premises* (but only if this contract is expressed to apply to you in relation to that *premises*). It does not deal with the sale of electricity to you at your *premises*. You have a separate contract with your *retail entity* dealing with the sale of electricity to your *premises*.

This *standard connection contract* sets out the terms referred to in section 40DB(3) of the Queensland *Electricity Act 1994*. The contract applies to *customers* who have not entered into a *negotiated connection contract* and, in accordance with the *Electricity Act 1994*, will apply without the need for us or you to sign a document containing these terms and conditions.

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## 1 PARTIES

This contract is between:

If your *premises* is connected to ENERGEX Limited's *supply network*:

ENERGEX Limited (ACN 078 849 055)

If your *premises* is connected to one of Ergon Energy Corporation Limited's *supply networks*:

Ergon Energy Corporation Limited (ACN 087 646 062)

(in this contract referred to as "we", "our" or "us"); and

You, the *customer* to whom this contract is expressed to apply (in this contract referred to as "you" or "your").

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## 2 DEFINITIONS AND INTERPRETATION

Words appearing in italicised type like *this* are defined in Schedule 1 to this contract.

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## 3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

### 3.1 These are our terms and conditions

This document sets out the terms and conditions for *standard connection contracts* under the *Electricity Act*.

### 3.2 Application of these terms and conditions

These terms and conditions apply to you if your *premises* are connected to our *supply network* and there is no *negotiated connection contract* in force with respect to the *premises*.

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## 4 WHAT IS THE TERM OF THIS CONTRACT?

### 4.1 When does this contract start?

Your contract with us will start on the date we first provide you with *customer connection services* at your *premises* in accordance with the *Electricity Act*.

### 4.2 When this contract ends

- (a) This contract ends on the earliest of the following to occur:
  - (i) subject to paragraph (b), the end of the *notice period* commencing on you or your *retail entity* notifying us (a "**termination notice**") that you wish the provision of *customer connection services* to you at the *premises* to be terminated (even if you have vacated the *premises* earlier);

- (ii) when the provision of *customer connection services* to the *premises* commences under a *negotiated connection contract*; or
- (iii) 10 *business days* after we *disconnect* the *premises* if you have not:
  - (A) met the requirements for reconnection set out in this contract and the *Electricity Industry Code*; and
  - (B) made a request to your *retail entity* to be reconnected, within that time.
- (b) If your *retail entity* gives a *termination notice* but you do not give safe access to the *premises* to conduct a final meter reading (where relevant), then this contract will not end under subparagraph (a)(i) until the earlier of:
  - (i) the end of the *notice period* commencing on safe access being given; and
  - (ii) when the meter is read or the relevant *metering data* are obtained.

#### 4.3 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

#### 4.4 Notice periods

- (a) For the purpose of clause 4.2, *notice period* is dependent on who we are and the location or *feeder* type of your *premises*. The table below sets out the relevant *notice periods*.
- (b) In this clause 4.4, a “*business day*” does not include a *local holiday* in the district area where your *premises* is located.
- (c) Until the end of 30 June 2008, the relevant *notice period* for the purposes of this clause 4.4 for all *premises* in *ENERGEX’s distribution area* other than *premises* in *excluded locations* is six *business days*.

##### ***Premises in ENEREX’s distribution area***

<b><i>Premises description</i></b>	<b><i>Notice period</i></b>
<i>All premises other than excluded locations</i>	5 <sup>1</sup> <i>business days</i>
<i>Premises in excluded locations</i>	10 <i>business days</i>

<sup>1</sup> This is subject to the transitional provisions in clause 4.4(c).

### *Premises in Ergon Energy's distribution area*

<b>Premises description</b>	<b>Notice period</b>
<i>Premises supplied through CBD feeder / urban feeder / short rural feeder</i>	<i>5 business days</i>
<i>Premises supplied through long rural feeder / isolated feeder</i>	<i>10 business days</i>

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## **5 SCOPE OF THIS CONTRACT**

### **5.1 What is covered by this contract?**

- (a) Subject to the *electricity legislation*, we will provide the following *customer connection services* to you in accordance with this contract:
  - (i) connection of the *premises* to the *supply network* to allow the supply of electricity from the *supply network* to the *premises*; and
  - (ii) supply of electricity from the *supply network* to the *premises*.

### **5.2 What is not covered by this contract?**

- (a) This contract does not cover the connection to our *supply network* of any generating plant you may have on your *premises* for the purpose of exporting electricity into our *supply network*. You will need to enter into a separate agreement with us if you intend to export electricity into our *supply network*.
- (b) This contract does not cover the provision of *customer retail services* to your *premises* which will be governed by your *retail contract* with your *retail entity*.
- (c) This contract does not cover the arrangement for connecting you to our *supply network* where there is not currently a network available to your *premises*. In this situation you may be required to pay us a capital contribution towards the establishment of the network. This will be dealt with by a separate agreement between you and us.

### **5.3 Connection point**

- (a) Subject to the *electricity legislation*, we must provide, install and maintain equipment for the provision of *customer connection services* at the *premises* in a manner which is safe and in accordance with the *electricity legislation*.
- (b) Our obligations extend up to the supply point for the delivery of electricity from the *supply network* for the *premises* and not beyond.

### **5.4 Guaranteed service levels**

Under the *Electricity Industry Code*, we are required to meet certain guaranteed service levels if you are a *small customer*. If we do not meet a relevant guaranteed

service level and you are entitled to a payment under the *Electricity Industry Code*, then we must make that payment in accordance with the *Electricity Industry Code*.

## **5.5 Compliance with *electricity legislation***

We must comply with applicable *electricity legislation* relating to the provision of *customer connection services* to your *premises*.

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# **6 OUR LIABILITY**

## **6.1 How this clause operates with the *Trade Practices Act 1974 (Cth)* etc**

- (a) The *Trade Practices Act 1974 (Cth)* 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 we make no representation to you about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
  - (i) providing equivalent goods or services provided under this contract to your *premises*; or
  - (ii) paying you the cost of replacing the goods or services provided under this contract to your *premises*, or acquiring equivalent goods or services.

## **6.2 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 *electricity legislation*, are not limited in their operation or application by anything contained in this contract.

## **6.3 Survival of this clause**

This clause 6 survives termination of this contract.

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# **7 YOUR GENERAL OBLIGATIONS**

## **7.1 Full information**

You must not mislead or deceive us in relation to any information provided to us.

## **7.2 Updating information**

You must inform us or your *retail entity* as soon as possible if there is any:

- (a) change to your contact details; or

- (b) change materially affecting access to any metering equipment at the *premises*.

You must inform us as soon as possible if there is any:

- (c) proposed change in wiring or plant or equipment, including metering equipment, or any change to the operation of connected plant or equipment which may affect the quality, reliability, safety or metering of the connection or the supply of electricity to the *premises* or any other person; or
- (d) permanent material change<sup>2</sup> to the electrical load or pattern of usage at the *premises*.

### **7.3 Your general obligations**

You must:

- (a) pay for the *customer connection services* to the *premises* in accordance with this contract;
- (b) comply with applicable *electricity legislation* and other relevant instruments relating to the provision of *customer connection services* under this contract; and
- (c) comply with our reasonable requirements in accordance with applicable *electricity legislation*.<sup>3</sup>

### **7.4 Life support equipment**

- (a) If a person living at the *premises* requires *life support equipment*, you must register the *premises* with your *retail entity*. To be registered, you must provide written confirmation from a registered medical practitioner or a hospital of the requirement for *life support equipment*.
- (b) You must inform your *retail entity* if the *life support equipment* is no longer required at the *premises*.

### **7.5 No interference**

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

- (a) illegally use electricity supplied to your *premises*;
- (b) interfere or allow interference with any of our equipment which is at the *premises* except as may be permitted by law;
- (c) use the electricity supplied to your *premises* or any *electrical equipment* in a manner which:

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<sup>2</sup> Examples include the installation of a large new air-conditioning plant, motor, welder or other new equipment that uses a large amount of power, or an increase in the size of a factory or manufacturing plant.

<sup>3</sup> This includes an obligation on you, the *customer*, to provide and maintain at the *premises* any reasonable or agreed facility required by the *distribution entity* for the provision of *customer connection services* to the *premises*.

- (i) unreasonably interferes with the connection or supply of electricity to another *customer*; or
- (ii) causes damage or interference to any third party;
- (d) allow *customer connection services* provided by us to be used other than in accordance with this contract or the *electricity legislation*; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 7.6 Wrongful use

If you have breached clause 7.5 of this contract, we or your *retail entity* may, in accordance with the *electricity legislation*:

- (a) estimate the amount of electricity so obtained and bill you or take debt recovery action against you for that amount;
- (b) undertake any necessary rectification work at your cost; and
- (c) arrange for the immediate *disconnection* of your *premises*.

## 7.7 Obligations if you are not an owner

If you are unable to fulfil an obligation in respect of the *premises* under this contract because you are not the owner of the *premises*, then you are not in breach of this contract if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

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# 8 ACCESS TO THE PREMISES

## 8.1 Your obligations

You must provide us and our authorised representatives (together with all necessary equipment), safe, convenient 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:

- (a) read, test, maintain, inspect or alter any meter at the *premises*;
- (b) calculate or measure electricity supplied or taken at the *premises*;
- (c) check the accuracy of metered consumption at the *premises*;
- (d) replace meters, control apparatus and other *electrical equipment* of ours;
- (e) connect or *disconnect* the *premises*;
- (f) examine or inspect an *electrical installation* at the *premises*;
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the *premises*;
- (h) undertake repairs, testing or maintenance of the *supply network*;
- (i) clear vegetation from *electric lines* and equipment owned by us;

- (j) take action to decide the appropriate tariff or charging category for the *premises*; and
- (k) perform services requested by you or your *retail entity*.

## **8.2 Our obligations**

We and our representatives seeking access to the *premises* must:

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

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# **9 INTERRUPTION TO SUPPLY**

## **9.1 Supply may be interrupted or limited**

You acknowledge that the provision of *customer connection services* to the *premises* may be interrupted or limited in the circumstances set out in the *electricity legislation* or in accordance with the conditions of any applicable tariff, charging category or any applicable *notified prices* condition.

## **9.2 Interruptions**

- (a) Subject to paragraph (b), we must notify you of a planned *interruption* at least two *business days* prior to the planned *interruption* and, subject to clause 9.3 (if applicable), that notice may be by mail, letterbox drop, press advertisement or other appropriate means.
- (b) For work that needs to be performed without delay to prevent, rectify or mitigate an *emergency*, we must give you whatever notice is reasonable in the circumstances.

## **9.3 Life support equipment**

If you have registered the *premises* with your *retail entity* as having *life support equipment*, we must give you:

- (a) notice of planned *interruptions* in writing;
- (b) information to assist the preparation of a plan of action in case of *interruptions*; and
- (c) an *emergency* telephone contact number.

## **9.4 Your right to information**

- (a) At your request, we must use our best endeavours to provide an explanation for any:
  - (i) *interruption* to the supply of electricity to the *premises*; or
  - (ii) supply of electricity to the *premises* of a quality in breach of any relevant standards under *electricity legislation*.

- (b) If you request that the 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 where a longer period is reasonably required in the circumstances.

## 9.5 Emergencies

If the supply of electricity to the *premises* is interrupted in or as a result of an *emergency*, we must:

- (a) make information on the following available, by way of our 24 hour information service:
  - (i) the nature of the *emergency*; and
  - (ii) where reasonably possible, an estimate of the time when the supply of electricity will be restored; and
- (b) use all reasonable endeavours to restore the supply of electricity to the *premises* as soon as possible.

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## 10 CHARGES

### 10.1 Amount of charges

You must pay us for *network charges* and *distribution non-network charges* in accordance with clauses 10.2 to 10.7.

### 10.2 Determination of *network charges* and *distribution non-network charges*

- (a) The *network charges* and *distribution non-network charges* for a *billing cycle* will be the amount determined by us from time to time in accordance with all applicable regulatory instruments (including any relevant processes set down in those instruments).
- (b) We must notify your *retail entity* of choice (or you, if billing directly) whenever there is a change in the *network charges* or *distribution non-network charges* or a material change in the processes for their determination.
- (c) Examples of *distribution non-network charges* are *disconnection* fees, reconnection fees and meter test fees.

### 10.3 Charging categories

- (a) If there are any conditions that are relevant to any tariff or charging category which apply to you for provision of *customer connection services* to the *premises*, we must advise you or your *retail entity* of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a).

- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff or charging category that applies to you.

#### 10.4 Billing

- (a) Subject to paragraph (c), we must prepare and submit to your *retail entity* of choice, a bill for *network charges* and *distribution non-network charges* on at least a quarterly basis or at other times agreed with your *retail entity* of choice.
- (b) Subject to paragraph (c), you must pay the *network charges* and *distribution non-network charges* to your *retail entity* of choice. If you pay *network charges* and *distribution non-network charges* to your *retail entity* of choice, you are taken to have paid that amount to us.
- (c) Subject to paragraph (d), we will bill you directly for *distribution non-network charges* and *network charges* if:
  - (i) you request and we agree (in our absolute discretion); or
  - (ii) we elect to do so (on giving notice to you and, for *network charges*, your *retail entity* of choice).
- (d) Except for *distribution non-network charges*, we cannot bill you directly if you are a *small customer* unless:
  - (i) you are a *business customer*;
  - (ii) you have one or more relevant *premises* or group of *premises*;
  - (iii) you are a *small customer* in respect of one or more of those *premises*; and
  - (iv) the aggregate of the annual energy consumption level for those *premises* equals or exceeds 100 *MWh* of electricity per annum,and we have agreed with you in writing, by obtaining your *explicit informed consent*, that we may bill you directly for *network charges*.
- (e) If requested, each party must supply to the other such supporting material, data and information in respect of the statements that the other party reasonably requires.

#### 10.5 Payment

If we are billing you directly, you must:

- (a) pay the amount to the bank account nominated by us from time to time; and
- (b) fax details of the payment to us on the same day as the payment is made.

## 10.6 Billing disputes

- (a) If we are billing you directly and a bill is disputed by you on a genuine basis, you must:
  - (i) pay the greater of:
    - (A) the portion of the bill which you do not dispute; or
    - (B) an amount equal to the average of your bills in the last 12 months;
  - (ii) provide us with a detailed statement of your objection to the disputed amount; and
  - (iii) pay any further bills you receive while the dispute is being resolved.
- (b) The parties must seek to resolve the dispute in good faith.
- (c) Within five *business days* of the settlement of the dispute, any amount agreed or determined to be paid must be paid by you.

## 10.7 Charge for dishonoured payments

If we are billing you directly and a payment you make is dishonoured, and we incur a fee as a result, you must pay us an amount equal to the sum of:

- (a) any fee charged to us by our *bank*; and
- (b) a reasonable fee notified by us to cover our administration costs.

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## 11 SECURITY DEPOSIT

### 11.1 Application

This clause 11 only applies if we are billing you directly for *customer connection services*.

### 11.2 Security deposit

- (a) We may require you to provide a *security deposit*.
- (b) Unless otherwise agreed:
  - (i) the amount of a *security deposit* for a *customer* who is on a quarterly *billing cycle* must not be greater than 1.5 times the estimated quarterly bill; and
  - (ii) the amount of a *security deposit* for a *customer* who is on a monthly *billing cycle* must not be greater than 2.5 times the estimated monthly bill.
- (c) We may, at our discretion, accept a bank guarantee as an alternative to a cash *security deposit* if the amount of *security deposit* requested is greater than \$500.

- (d) You must provide the *security deposit*, any increase in the *security deposit* or, if a bank guarantee is permitted to be provided in place of a *security deposit*, the bank guarantee, within five *business days* after we request such *security deposit*, increase or bank guarantee.

### **11.3 Estimated monthly or quarterly bills**

For the purpose of clause 11.2(b), your estimated monthly or quarterly bill will be based on:

- (a) your previous billing history;
- (b) the previous billing history at your *premises*; or
- (c) typical electricity usage of *customers* of the same type as you.

### **11.4 Increase in *security deposit***

Despite clause 11.2(b), we may request or increase an existing *security deposit* at any time, to ensure the *security deposit* held is sufficient to secure your current *customer connection services* usage taking into account the limits on *security deposits* under clause 11.2(b) as calculated using the average of your last three bills.

### **11.5 Interest on *security deposit***

- (a) Where we have received a *security deposit* from you, we will pay interest, if any, to you, on the deposit at the *contract interest rate*.
- (b) Any interest accrued on the *security deposit* will be credited to your account when the *security deposit* is returned to you.

### **11.6 Use of *security deposit***

- (a) We may use your *security deposit* and interest which has accrued to it to offset any amount owed by you to us, if you:
  - (i) fail to pay an amount owing resulting in the *disconnection* of your *premises*; or
  - (ii) default on a final bill issued by us when you vacate a *premises* or ask that the *premises* be *disconnected*.
- (b) Within five *business days* of using the *security deposit*, we will advise you why and when it was used and of your obligations to provide a further *security deposit*. Nothing in this clause 11.6 permits us to require your total *security deposit* to exceed the amount referred to in clause 11.2.

### **11.7 Obligation to return a *security deposit***

Where you have been required to pay a *security deposit* and you cease to purchase *customer connection services* from us at the *premises* and a final reading of the meter for that *premises* is completed or you cease to be billed directly by us, we must within 10 *business days* pay the *security deposit* and any interest to you, or, on your written instructions, to another person.

### **11.8 Return of bank guarantee**

Where we have accepted a bank guarantee from you in lieu of a *security deposit*, we must return the bank guarantee within 10 *business days* of you satisfying the conditions referred to in clause 11.7.

### **11.9 Identification in our accounts**

We must be able to separately identify *security deposits* in our company accounts and the value of *security deposits* which we hold for you.

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## **12 DISCONNECTION OF SUPPLY**

### **12.1 When can we arrange for *disconnection*?**

- (a) Subject to paragraph (b), we may *disconnect* the *premises* only in accordance with this clause 12.
- (b) You acknowledge that we and other authorised people have various rights and obligations to *disconnect* or arrange the *disconnection* of the *premises* in the circumstances set out in the *electricity legislation*.

### **12.2 Our rights to *disconnect***

We may *disconnect* the *premises*:

- (a) if your *retail entity* informs us that they have a right to arrange for your *disconnection* under their contract with you and requests that we arrange such *disconnection*;
- (b) if, in breach of clause 7.5, the electricity or services provided to you, or our equipment at your *premises*, are wrongfully used or tampered with;
- (c) you refuse or fail to pay us following a request by us for a capital contribution towards the costs incurred, or to be incurred, by us in extending, or increasing the capacity of, our *supply network* to provide *customer connection services* to your *premises*;
- (d) if you fail to give us safe access in accordance with clause 8 or any other requirement under the *electricity legislation*;
- (e) for reasons of health and safety;
- (f) in an *emergency*;
- (g) if required to do so at the direction of State or Federal Police;

- (h) if you have provided false information to us or your *retail entity* (in circumstances where you would not have been entitled to be connected if the false information had not been provided);
- (i) if you do not provide and maintain space, equipment, access, facilities or anything else you must provide for the *customer connection services* under the *electricity legislation* or this contract; or
- (j) if we are otherwise permitted by *electricity legislation* to *disconnect* your *premises*.

### 12.3 Limitations on *disconnection*

- (a) We may only otherwise *disconnect* your *premises* under clauses 12.2(d), 12.2(h) and 12.2(i) if:
  - (i) we have sent you a *disconnection warning* that:
    - (A) requires you to rectify, within five *business days* after receipt of the *disconnection warning*, the issue that could lead to *disconnection*; and
    - (B) carries a warning of the consequences of failing to comply with the *disconnection warning*;
  - (ii) in relation to safe access only, we have used our best endeavours to contact you to arrange an appointment with you for safe access to your *premises* in addition to providing the notices in subparagraph (a)(i); and
  - (iii) you fail to comply with the *disconnection warning* within 5 *business days* after you receive it.

### 12.4 *Life support equipment*

Except in an *emergency*, we must not *disconnect* the *premises* if it is registered as having *life support equipment*.

### 12.5 Times when the *premises* must not be *disconnected*

- (a) Subject to paragraph (b), if you are a *small customer*, we must not *disconnect* the *premises*:
  - (i) after 3pm on a *business day*;
  - (ii) on a Friday or the day before a public holiday;
  - (iii) on a weekend or a public holiday; or
  - (iv) between 20 December and 31 December (inclusive) in any year.
- (b) We may *disconnect* the *premises* within the excluded times set out in paragraph (a):
  - (i) for reasons of health and safety or an *emergency*;

- (ii) if, in breach of clause 7.5, the electricity or services provided to you, or our equipment at your *premises*, are wrongfully used or tampered with;
  - (iii) if the *premises* is a commercial business that only operates within the excluded times and where access to the *premises* is necessary to effect *disconnection*;
  - (iv) on your request or with your agreement;
  - (v) where we reasonably believe the *premises* is unoccupied; or
  - (vi) as directed by State or Federal police.
- (c) In this clause 12.5, public holiday means a Queensland wide public holiday and a *local holiday* in the district area where the *premises* is located.

### 12.6 Our rights after *disconnection*

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

### 12.7 *Disconnection fee*

If you have not complied with a *disconnection warning* and 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* to our satisfaction, you must pay us a reasonable fee for the attendance at the *premises*.

### 12.8 Additional *disconnection* provisions

Clauses 12.9 to 12.10 only apply where we are billing you directly for *customer connection services*.

### 12.9 Unpaid bills

- (a) If we bill you directly and you have failed to pay a bill by the due date, we may send you a reminder notice which:
  - (i) gives you at least five *business days* after it is sent to make payment; and
  - (ii) warns you that we may *disconnect* your *premises* if payment is not made.
- (b) We may send a *disconnection warning* if you fail to make a payment in accordance with the reminder notice.
- (c) If you fail to comply with the *disconnection warning* within five *business days* after its receipt, we may *disconnect* your *premises* unless the amount due is less than the amount approved by the *QCA*.

### 12.10 Failure to pay a *security deposit*

- (a) We may send you a *disconnection warning* if we are entitled to require a *security deposit* from you, we request a *security deposit* and you fail to pay

a *security deposit*. The *disconnection warning* must give you at least a further five *business days* after its receipt to make payment.

- (b) If you fail to make payment by the date specified in the *disconnection warning* we may *disconnect* your *premises*.

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## 13 RECONNECTION AFTER *DISCONNECTION*

### 13.1 Your and our obligations

We must reconnect the *premises* in accordance with clause 13.2 if:

- (a) *disconnection* results from your act, or omission, under this contract or otherwise; and
- (b) within 10 *business days* of the *disconnection*:
  - (i) you have rectified the matter which led to the *disconnection* of the *premises*, including complying with any requirements set out in your contract with your *retail entity*; and
  - (ii) your *retail entity* makes a request to us for reconnection on your behalf.

### 13.2 Time for reconnection

If, at the time of the request for reconnection:

- (a) you have paid the relevant reconnection fee;
- (b) you have complied with our requirements (including, if applicable, the payment of a *security deposit*);
- (c) the necessary electrical infrastructure to make the reconnection remains in place; and
- (d) you provide safe access to the *premises*,

we must reconnect the *premises* within the time specified in clause 13.4, unless you request a later time.

### 13.3 Wrongful *disconnection*

- (a) This clause 13.3 applies if we *disconnect* your *premises* where we (or a person requesting us to do so) did not have a right to do so.
- (b) We must, without charge to you, reconnect the *premises* as soon as reasonably possible.

### 13.4 Reconnection

We must reconnect your *premises* on the same *business day* if you give notice to your *retail entity* by 12:00pm unless:

- (a) your *distribution entity* is *Ergon Energy* and:

- (i) your *premises* is supplied through a *short rural feeder*, in which case we must reconnect you on the next *business day*;
  - (ii) your *premises* is supplied through a *long rural feeder* or *isolated feeder*, in which case we must reconnect you within 10 *business days*; or
- (b) your *premises* is in an *excluded location* as set out in schedule 2, in which case we must reconnect you within 10 *business days*.

For the purposes of this clause 13.4, a “*business day*” does not include a *local holiday* in the district where the *premises* is located.

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## 14 NOTICES AND BILLS

- (a) Unless this document or the *Electricity Industry Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send you notices to the *premises* or your contact address.
- (b) A notice or bill is deemed to have been received by a party:
- (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);
  - (ii) on the date two *business days* after we post it to your *premises* or contact address or you post it to us; or
  - (iii) where use of email has been agreed between you and us, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

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## 15 PRIVACY AND CONFIDENTIALITY

### 15.1 Privacy of information

Subject to clause 15.2 of this contract we must keep information about you confidential in accordance with the *Privacy Act 1988* (Cth).

### 15.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our *distribution authority* to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *retail entity* or a metering provider to the extent that the information is for the purposes of or in connection with providing *customer retail services* or meter reading.

### 15.3 Access to information

- (a) If you request it, we must provide you with details of the information held on you at no charge.
- (b) If you request it, we must provide you with time of use *metering data* (where it is available). Despite clause 15.3(a), we may charge you a reasonable fee for providing this data.

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## 16 QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

### 16.1 Queries or complaints

If you have a query or a complaint relating to the provision of *customer connection services* by us to you, or this contract generally, you may contact us on the details as notified to you from time to time.

### 16.2 Our obligations

- (a) We must handle a complaint made by you in accordance with the *Australian Standard*.
- (b) When we respond to your complaint, we must inform you:
  - (i) that you have a right to raise the complaint to a higher level within our management structure;
  - (ii) that, if after raising the complaint to a higher level you are still not satisfied with our response and you are a *small customer*, you have a right to refer the complaint to the *Energy Ombudsman* available to *customers* under the *Electricity Act*.
- (c) If requested by you, we must provide the information in paragraph (b) in writing.

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## 17 FORCE MAJEURE

### 17.1 Effect of *force majeure* event

If, but for this clause 17, either party would breach this contract due to the occurrence of a *force majeure* event:

- (a) the obligations of a party under this contract, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), are suspended to the extent to which they are affected by the *force majeure* event for so long as the *force majeure* 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 *force majeure* event, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

## 17.2 Deemed prompt notice

For the purposes of this clause 17, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

## 17.3 Obligation to overcome or minimise effect of *force majeure event*

Either party relying on this clause 17 by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

## 17.4 Settlement of industrial disputes

Nothing in this clause 17 will require a party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

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# 18 APPLICABLE LAW

- (a) We, as your *distribution entity*, and you, as our *customer*, agree to comply with any applicable requirements of any industry codes issued under the *Electricity Act* from time to time.
- (b) The laws of Queensland govern this contract.

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# 19 GENERAL

## 19.1 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 deemed to have complied with the obligation if another person does it; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

## 19.2 Ending of one contract does not affect the other

To avoid doubt, if you are a party to both a *standard connection contract* and a *retail contract*, the ending of one contract does not affect the other contract.

## 19.3 GST

Where any amounts paid by you or by us under this contract are payments for “taxable supplies” as defined for *GST* purposes, to the extent permitted by law, these payments will be increased so that the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

#### **19.4 Amending this contract**

- (a) This contract may only be amended from time to time in accordance with the procedures for amending the *Electricity Industry Code* as set out in the *Electricity Act*.
- (b) We must inform you of any material amendments to this contract as required by the *QCA*.

#### **19.5 Assignment**

A party may not assign or otherwise deal with our rights under this contract or allow any interest in them to arise or be varied in each case, without the consent of the other party.

#### **19.6 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 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.

# SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

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## 1 Dictionary

Unless the contrary intention appears:

**Australian Standard** means the Australian Standard AS ISO 10002-2006 as amended and updated from time to time;

**bank** means an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cwlth).

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

**business customer** means a *customer* who is not a *residential customer*;

**business day** means a day other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the *Holidays Act 1983* (Qld));

**CBD feeder** means a feeder supplying predominantly commercial high rise buildings, supplied by a predominantly underground *supply network* containing significant interconnection and redundancy when compared to urban areas;

**contract interest rate** means, for any year, the bank bill swap rate for one year, as reported in the Australian Financial Review Money and Bond Market section on the first Friday of December of the previous year less one full percentage or such other rate approved by the *QCA*;

**customer** means a person who receives, or wants to receive, a supply of electricity from an electricity entity or special approval holder, and includes a relevant body corporate;

**customer connection services**, for *premises*, means:

- (a) the connection of the *premises* to a *supply network* to allow the supply of electricity from the *supply network* to the *premises*; and
- (b) the supply of electricity from the *supply network* to the *premises*;

**customer retail services** means the sale of electricity to the *premises*;

**disconnect** means to disconnect, or arrange the disconnection of, the supply of electricity to the *premises*, but does not include an *interruption*;

**disconnection warning** means a notice in writing issued in accordance with clause 12;

**distribution area** for a *distribution entity* is the area specified in its *distribution authority* as its distribution area;

***distribution authority*** means an authority issued under the *Electricity Act* that authorises its holder to supply electricity using a *supply network* within its *distribution area*;

***distribution entity*** means an entity that holds a *distribution authority*;

***distribution non-network charges*** means our charges published in our price list that:

- (a) are referable to a specific request by you or your *retail entity*; or
- (b) are referable to a requirement under *electricity legislation*,

and do not include *network charges*;

***electric line*** means a wire or conductor or associated equipment used for transmitting, transforming, or supplying electricity at a voltage greater than extra low voltage;

***electrical equipment*** is any apparatus, appliance, cable, conductor, fitting, insulator, material, meter or wire:

- (a) used for controlling, generating, supplying, transforming or transmitting electricity at a voltage greater than extra low voltage;
- (b) operated by electricity at a voltage greater than extra low voltage; or
- (c) that is, or that forms part of, a cathodic protection system;

***electrical installation*** means a group of items of *electrical equipment*;

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

***Electricity Industry Code*** means the Electricity Industry Code made under the *Electricity Act*;

***electricity legislation*** means the *Electricity Act*, *Electrical Safety Act 2002* (Qld), the *Electricity - National Electricity Scheme (Queensland) Act 1997* (Qld) and regulations, standards, codes, protocols and rules made under those Acts;

***emergency*** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the *supply network* or transmission grid, in the state of Queensland or which destroys or damages, or threatens to destroy or damage, any property in the state of Queensland;

***ENERGEX*** means ENERGEX Limited (ACN 078 849 055);

***Energy Ombudsman*** means the Energy Ombudsman established by the *Energy Ombudsman Act 2006* (Qld);

***Ergon Energy*** means Ergon Energy Corporation Limited (ACN 087 646 062);

***excluded location*** means the locations specified in schedule 2;

**explicit informed consent** is the consent provided by a *customer* where:

- (a) the *customer* provides express conscious agreement;
- (b) the relevant *retail entity* has fully and adequately disclosed all matters relevant to that *customer*, including each specific purpose for which the consent will be used; and
- (c) all disclosures referred to in paragraph (b) are truthful and have been provided in plain English.

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

**GST** has the meaning given in the *GST Law*;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**GST Law** has the meaning given in the *GST Act*, or if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

**interruption** means any temporary unavailability of electricity supplied to a *customer* associated with an outage of the *supply network* including outages affecting a single *premises*, but does not include *disconnection*;

**isolated feeder** means a feeder which is not connected to the national grid, but excludes the Mt Isa-Cloncurry *supply network*, as that network is defined in the *Electricity Act*;

**large customer** means any *customer* who is not a *small customer*;

**life support equipment** means:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a haemodialysis machine;
- (d) chronic positive airways pressure respirators;
- (e) crigler najjar syndrome photo therapy equipment;
- (f) a ventilator for life support (polio only); or
- (g) other equipment as notified by the *QCA* from time to time;

**local holiday** means a show holiday or special holiday appointed for a particular district under the *Holidays Act 1983* (Qld);

**long rural feeder** means a feeder which is not a *CBD feeder*, *urban feeder* or *isolated feeder* with a total feeder route length greater than 200 km;

**market customer** for a *premises*, means a *customer* prescribed under a regulation to be a *market customer* for the *premises*;

**metering data** has the meaning given that term in the *National Electricity Rules*;

**MWh** means megawatt hours;

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

**National Electricity Rules** means the rules made under the *National Electricity Law* applied as the law of Queensland;

**negotiated connection contract** is a contract entered into under section 40DC of the *Electricity Act* for the provision of *customer connection services* to a *premises*;

**negotiated retail contract** is a contract entered into under section 55A of the *Electricity Act* for the provision of *customer retail services* to a *premises*;

**network charges** means charges of a *distribution entity* for:

- (a) distribution use of system charges for the use of a shared *supply network* of the *distribution entity*; and
- (b) any transmission use of system charges payable by the *distribution entity* for use of a transmission grid to which the *supply network* is connected;

**non-market customer** means any *customer* who is not a *market customer*;

**notice period** has the meaning given in clause 4.4;

**notified prices** are the prices under section 90 of the *Electricity Act* that a *retail entity* may charge *non-market customers* on a *standard retail contract* or *standard large customer retail contract* to provide the following:

- (a) *customer retail services*; and
- (b) other goods and services prescribed under a regulation to the *Electricity Act*;

**premises** means the address at which *customer retail services* or *customer connection services* (as the context requires) are provided to a *customer* and, to avoid doubt, may include a *customer's electrical installation*;

**QCA** means the Queensland Competition Authority established under the *Queensland Competition Authority Act 1997* (Qld);

**residential customer** means a *customer* who acquires electricity for domestic use;

**retail authority** means an authority issued under the *Electricity Act* that authorises its holder to provide *customer retail services*;

**retail contract** means a *standard retail contract*, *standard large customer retail contract*, or *negotiated retail contract*;

**retail entity** means an entity that holds a *retail authority*;

**security deposit** means an amount of money or other arrangement acceptable to us as a security against you defaulting on a bill. To avoid doubt, a *security deposit* does not include an insurance levy whereby you make a non-refundable payment that is used to insure against your non-payment;

**short rural feeder** means a feeder with a total feeder route length less than 200 km, and which is not a *CBD feeder, urban feeder* or *isolated feeder*;

**small customer**, for *premises*, means a *customer* prescribed under a regulation to the *Electricity Act* to be a *small customer* for the *premises*;

**standard connection contract** means a contract on the terms and conditions and in the form of this document;

**standard large customer retail contract** means a *retail contract* taken, under section 51(3) of the *Electricity Act*, to have been entered into between a *large customer* and a *retail entity* the terms of which contract are only those terms provided for under sections 52 to 55 of the *Electricity Act*.

**standard retail contract** means a *retail contract* taken, under section 51(2) of the *Electricity Act*, to have been entered into between a *small customer* and a *retail entity* the terms of which contract are only the terms provided for under section 52 of the *Electricity Act*;

**supply network** means a system, or part of a system, of *electric lines*, substations and associated equipment, other than a transmission grid, for distributing electricity to *customers*, whether or not generating plant is connected to it;

**termination notice** has the meaning given in clause 4.2; and

**urban feeder** means a feeder with annual actual maximum demand per total feeder route length greater than 0.3 MVA/km and which is not a *CBD feeder, short rural feeder, long rural feeder* or an *isolated feeder*.

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

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## 2 Interpretation

Clause 10.1.2 of the *Electricity Industry Code* applies to this contract with the exception that references to the *Electricity Industry Code* are replaced by references to this contract.

## Schedule 2 - Excluded locations

Suburb	Postcode
Amity	4183
Dunwich	4183
Herring Lagoon	4183
North Stradbroke Island	4183
Point Lookout	4183
Coochiemudlo Island	4184
Karragarra Island	4184
Lamb Island	4184
Macleay Island	4184
Russell Island	4184
Beechmont	4211
Natural Bridge	4211
Numinbah	4211
Numinbah Valley	4211
Austinville	4213
Springbrook	4213
South Stradbroke Island	4216
Pine Creek	4275
Witheren	4275
Allenvew	4285
Woodhill	4285
Barney View	4287
Mt Lindesay	4287
Palen Creek	4287
Rathdowney	4287

Suburb	Postcode
Running Creek	4287
Avoca	4306
Linville	4306
Moore	4306
Mt Stanley	4306
Cambroon	4552
Boreen Point	4565
Cooroibah	4565
Cooroibah Heights	4565
Cootharaba	4565
North Shore	4565
Ringtail Creek	4565
Teewah	4565
Anderleigh	4570
Curra	4570
Goomboorian	4570
Kia Ora	4570
Neerdie	4570
Rossmount	4570
Toolara Forest	4570
Wallu	4570
Cooloola Cove	4580
Tin Can Bay	4580
Rainbow Beach	4581
Inskip	4581