



Deemed Standard Connection Contract

Large Customers

19 July 2023



Part of Energy Queensland

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1. 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.

2. The parties

This contract is between:

- (a) *Energex Limited* ABN 40 078 849 055, who provides *you* with *customer connection services* at the *premises* (in this contract referred to as *we, our or us*); and
- (b) You, the **Large Customer** to whom this contract applies (in this contract referred to as "you" or "your").

3. Definitions and Interpretation

- (a) Terms used in this contract have the same meanings as they have in the *National Energy Retail Law* and the *National Energy Retail Rules* (the *Rules*). However, for ease of reference, a simplified explanation of some terms is given in the Schedule at the end of this contract.
- (b) Where a simplified explanation in the Schedule differs from the definition in the *National Energy Retail Law* and/or the *Rules*, the definition in the *National Energy Retail Law* and/or the *Rules* (as relevant) prevails.

4. Do these Terms and Conditions apply to you?

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

This contract applies to *you* if:

- (a) the *premises* are connected to *our* distribution system; and
- (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*

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

5. What is the term of this contract?

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

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- (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.
- (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.

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- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

6. Scope of 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 to you by your retailer under your contract with your retailer.
- (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*
- (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.

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*.

7. Your general obligations

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.

You must promptly:

- (a) inform your *retailer* of any change to your contact details;
- (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*;
- (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* load or pattern of usage at the *premises*.

You must comply with:

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- (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 7.3(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
- 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

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- (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*.
- (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:
 - (d) general advice that there may be *planned or unplanned interruption* to the supply of *energy* to the *premises*; and
 - (e) at least 4 *Business Days'* notice in writing of any *planned interruptions* to the supply of *energy* to the *premises*; and
 - (f) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
 - (g) an emergency telephone contact number
- (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.

8. 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.

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9. Wrongful and illegal use of energy

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

- (a) illegally use *energy* supplied to the *premises*;
- (b) interfere or allow interference with any of *our* equipment at the *premises*, except as may be permitted by law;
- (c) use the *energy* supplied to the *premises* or any *energy* equipment in a manner that:
 - (i) unreasonably interferes with the connection of, or supply of *energy* to, another *customer*, or
 - (ii) causes damage or interference to any third party;
- (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.

If you do not comply with clause 9.1 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 take debt recovery action against you for that amount;
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate *disconnection* of the *premises*.

10. Our liability

- (a) 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*.
- (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.

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

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- (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.

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.

This clause 10 will continue to apply after expiration or termination of this contract.

11. Access to the *premises*

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*;
 - (b) calculate or measure *energy* supplied or taken at the *premises*;
 - (c) check the accuracy of metered consumption at the *premises*;
 - (d) replace meters, control apparatus and other *energy* equipment of *ours*;
 - (e) connect or disconnect the premises;
 - (f) examine or inspect an *energy* 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 distribution system;
 - (i) clear vegetation from the distribution system including any equipment owned by *us*;
 - (j) take action to determine the appropriate tariff or charging category for the *premises*; and
 - (k) perform services requested by you or your *retailer*.
- (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
- (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

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- (c) contact us to request that we provide other services,

If *we* or *our* representatives seek access to the *premises* under clause 11.1 above, we will:

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

12. Interruption to supply

We may *interrupt* the supply of *energy* to the *premises* where permitted under the *energy laws*, including for a *distributor 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*.

- (a) We may make *distributor 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 *distributor planned interruption* and clause **Error! Reference source not found.** does not apply:
 - (i) we may seek *your* explicit consent to the *interruption* occurring on a specified date;
 - (ii) we may seek *your* explicit consent to the *interruption* occurring on any day within a specified 5 *business day* range; or
 - (iii) otherwise, we will give *you* at least 4 *business days'* notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.
- (a) We may *interrupt* the supply of *energy* to the *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 a *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.

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- (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.
- (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.
- (c) For any *retailer planned interruption* arranged by *your retailer*, *we* may refer *you* to *your retailer* to provide information.
- (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
- (c) the event of an interruption (whether planned or unplanned) to the supply of energy to the premises.

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.

- (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:

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- (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.

13. Our charges

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

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

- (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.

14. Disconnection of supply

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

- (a) *your* retailer informs *us* that it has a right to arrange for *disconnection* under *your* contract with *your* retailer and requests that *we* *disconnect* the *premises*;
- (b) *you* use *energy* supplied to the *premises* wrongfully or illegally in breach of clause 7.6(a);
- (c) *you* fail to pay any direct charges (where relevant) to *us* under this contract;
- (d) *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;
- (e) *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*;
- (f) *you* fail to give *us* safe and unhindered access to the *premises* as required by clause 11 or any requirement under the *energy laws*;
- (g) there is an *emergency* or for health and safety reasons;
- (h) we are required to do so at the direction of a *relevant authority*; or
- (i) we are otherwise permitted by the *energy laws* to *disconnect* the *premises*.

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

Except for clauses 14.1(k) and (l) which can occur without notice to you, we may disconnect your premises under clauses 14.1 only if:

- (a) we have sent you a disconnection warning notice that:

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- (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.

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*

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 retailer*.

- (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*

15. Reconnection after *disconnection*

- (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:
- (b) you ask us to arrange for reconnection of your premises; and
- (c) you rectify the matter that led to the disconnection; and
- (d) you pay any reconnection charge.
- (e) We may terminate this contract 10 business days following disconnection if the requirements in paragraph 13.1(a) are not met.

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

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- (d) you provide safe and unhindered access to the premises,
- (e) we must re-energise the premises in accordance with any timeframe specified in the energy law.

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.

16. Notices and bills

- (a) Notices and bills (where relevant) under this contract must be sent in writing, unless this contract, the *National Energy Retail Law* 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);
 - (ii) on the date that is 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*.

17. Privacy Act notice and access to 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.

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.

18. Complaints and dispute resolution

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.

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.

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19. Force majeure

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 party 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.

If the effects of a *force majeure event* are widespread, *we* will be taken 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 event or otherwise as soon as practicable.

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.

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.

20. Applicable law

- 21. The laws of Queensland govern this contract.

22. General

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 the obligation is not complied with, *we* are still liable to *you* for the failure to comply with this contract.
- (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.

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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) (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.
- (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 the *National Energy Retail Law*.

23. Schedule 1: Definitions and Interpretation

- (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

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(d) in restitution for unjust enrichment.

- (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.

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*.

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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.