



Part of Energy Queensland

Application Reference: \${applicationReferenceNumber}

\${applicantFullName}
\${applicantPostalAddress}
\${applicantPostalSuburb} \${applicantPostalState} \${applicantPostalcode}

\${simpleOfferIssueDate}

Dear \${applicantFullName}

Offer to connect a Micro EG System less than or equal to 30 kVA with Dynamic Capability

Thank you for your connection application to connect a Micro Embedded Generating System (**Dynamic EG System**) \${NMI} \${premiseFullAddress} to the distribution system owned and operated by Energex Limited (**Energex**).

Based on the information you provided, together with relevant negotiations, we attach a connection offer comprising the attached:

- Part A – Premises-specific details;
- Part B – Technical requirements; and
- Part C – General terms & conditions,

(together forming the **contract**).

Next step – accept the connection offer

You may accept this connection offer by doing one of the following (**no later than** the date which is **20 business days** from the date of this letter – unless you have agreed on another date with us):

- logging in to the Energex Portal (www.energex.com.au/energexportals), and using the above Application Reference number to View and select “Accept Offer”;
- arranging for the attached *contract* to be printed and signed by you (or someone you’ve authorised), and any required witnesses (please complete all details at the locations indicated), and then scanning these documents and sending the resultant pdf to us at energexgeneration@energyq.com.au; or
- inserting a certificate-based digital signature (which includes an electronic visual representation of your manual signature) into the attached pdf and sending this to us at energexgeneration@energyq.com.au (more information on how to create a digital signature in Adobe Acrobat is available here: <https://acrobat.adobe.com/au/en/sign/capabilities/digital-signatures-faq.html>).

You must not alter any other part of the *contract*. If you require an alteration, please contact us so that we can issue a revised offer.

You must not connect the Dynamic EG System unless the above *contract* is in place and you have complied with it (please note the connection process requirements in clause A.9).

Please note that if we do not receive the executed *contract* (in a manner described above) within the above timeframe, then **this connection offer will lapse**. This means that if you still want to connect the Dynamic EG System, you will need to make a new connection application, and we will need to review (and may change) the terms and conditions of the *contract* for the purposes of the new connection offer.

We reserve our rights to withdraw this offer before you accept it, provided that we replace it with a revised offer (which may be on different terms).

Connection process

Please note that our consent to connecting your Dynamic EG System is conditional on your complying with the *contract*. In particular, clause A.9 of the *contract* requires you to do certain things, including:

- asking your electricity retailer to ensure that the metering at the premises complies with the energy laws;
- asking your electricity retailer to issue us with a service order for the connection; and
- if required, arranging for your electrical consultant to give us an electrical work request for the load.

While the Dynamic EG System is connected to our distribution system, it will need to comply with certain technical and safety requirements, as set out in the *contract*.

[We have also attached a copy of the technical study that is referred to in the attached contract. Please keep a copy of this for reference as you will need it to understand the obligations in the contract.]

Charges

Our charges are calculated in accordance with the energy laws.

Any ongoing network charges will be passed onto your electricity retailer, who will on-charge you in accordance with the relevant arrangements between you and the electricity retailer.

Contact details

If you have any further enquiries, please do not hesitate to contact us at energexgeneration@energyq.com.au (quoting the Application Reference number at the top of this letter). You can also obtain further information from our website (www.energex.com.au).

Yours sincerely,

`\${signatureFullName}`

Project Sponsor

LV Generation

Energex Limited

`\${signaturePhoneNumber}`

`\${signatureEmailAddress}`

Negotiated Connection Contract: Chapter 5A Micro Embedded Generating System



EXECUTION PAGE

The Retail Customer hereby accepts the terms and conditions outlined in the connection offer (Application Reference \${applicationReferenceNumber}).

Where signed by an agent on behalf of the Retail Customer, that agent warrants that the Retail Customer is aware of the terms of the connection offer and has authorised that person to accept this connection offer on their behalf. That person must also ensure that the Retail Customer is fully informed of the details of this connection offer and the *contract*.

Executed for individuals

Signature	_____	Witness signature	_____
Print Name	_____	Print name	_____
Date	_____	Date	_____
Signature	_____	Witness signature	_____
Print Name	_____	Print name	_____
Signature	_____	Date	_____
Print Name	_____		

Executed for companies:

Option 1

Company name: _____

Director	_____	Director/Secretary	_____
OR		OR	
Authorised Representative Signature	_____	Witness Signature	_____
Print Name	_____	Print Name	_____
Date	_____	Date	_____

A. PART A – PREMISES-SPECIFIC DETAILS

A.1. Energex’s details

Name	Energex Limited
ABN	40 078 849 055
Registered address	26 Reddacliff Street, Newstead QLD 4006
Postal address	GPO Box 1461, Brisbane QLD 4001
Contact person	`\${signatureFullName}`
Phone number	`\${signaturePhoneNumber}`
Email address	`\${signatureEmailAddress}`

A.2. Retail Customer’s details

Name of <i>Retail Customer</i> (must be the person/entity responsible for the electricity account at the <i>premises</i>)	`\${customerOrBusinessFullName}`
ABN/ACN (if applicable)	`\${abnNumber}`
Postal address	`\${customerOrBusinessPostalAddress}` `\${customerOrBusinessPostalSuburb}` `\${customerOrBusinessPostalState}` `\${customerOrBusinessPostCode}`
Contact person	`\${customerContactName}`
Phone number	`\${customerMobileNumber}`
Email address	`\${customerEmailAddress}`

A.3. Premises and NMI

<i>Premises</i> that the <i>Dynamic EG System</i> is on	`\${premiseFullAddress}`
<i>NMI</i>	`\${NMI}`

A.4. Details of *Dynamic EG System*

Details of the <i>Dynamic EG System</i>	<p>`\${equipmentSummary}` `\${maxOutputRatingKva}` [Insert the generating unit technology type and aggregate capacity (in kVA) at the premises including the following information:</p> <ul style="list-style-type: none"> total aggregate capacity of all generating systems (kVA) if inverters are present – number, type (e.g. solar IES, battery IES), make, model and capacity (in kVA) of inverter(s) and phase capability of inverters; if more than one inverter – aggregate capacity of all inverters; if rotating machines are present – number, type (e.g. diesel, gas), operation type (either bumpless transfer, stand-by or continuous), brand and model (of alternator and engine) and capacity (in kVA) of the rotating machine(s); if more than one rotating machine – aggregate capacity of all rotating machines; and for each generating system, number, generating unit technology type, brand, model and aggregate capacity (in kVA, kW and kWh as relevant).
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	This <u>must</u> include <u>all</u> <i>generating units</i> and <i>generating systems</i> that are on the <i>Retail Customer's</i> side of the <i>connection point</i> (not just the ones in the <i>connection application</i>).]
Phases Onsite	#{totalNumberOfPhasesOnsite}
Metering Scheme	#{meteringScheme}

A.5. Import and export limits at the *connection point*

<i>Maximum import</i>	This is provided for in the <i>ongoing connection contract</i> .
<i>Maximum dynamic import limit</i>	For a <i>Dynamic EG System</i> capable of importing electricity from <i>our distribution system</i> , the maximum dynamic threshold that may be imported by the <i>Dynamic EG System</i> from <i>our distribution system</i> at the <i>connection point</i> is [INSERT OR SPECIFY N/A] kW, provided this is done in accordance with the <i>dynamic EG standard</i>]. Note: the value of the <i>import limit</i> is dynamic and may vary over time in response to the conditions and operational status of the <i>distribution system</i> . The <i>dynamic import limit</i> will only operate while the <i>Dynamic EG System</i> is able to send and receive data signals with, and respond to, the <i>dynamic communications system</i> .
<i>Fixed import limit</i>	For a <i>Dynamic EG System</i> capable of importing electricity from <i>our distribution system</i> , [insert or specify N/A] kW may be imported into <i>our distribution system</i> at the <i>connection point</i> , provided this is done in accordance with the <i>dynamic EG standard</i> . Note: the <i>fixed import limit</i> will apply at any time the <i>Dynamic EG System</i> is not able to send and receive data signals with, and respond to, the <i>dynamic communications system</i> .
<i>Maximum dynamic export limit</i>	The maximum electricity that may be exported into <i>our distribution system</i> at the <i>connection point</i> is [insert] kW, provided this is done in accordance with the <i>dynamic EG standard</i> . Note: the value of the <i>export limit</i> is dynamic and may vary over time in response to the conditions and operational status of the <i>distribution system</i> . The <i>dynamic export limit</i> will only operate while the <i>Dynamic EG System</i> is able to send and receive data signals with, and respond to, the <i>dynamic communications system</i> .
<i>Fixed export limit</i>	[insert] kW that may be exported into <i>our distribution system</i> at the <i>connection point</i> , provided this is done in accordance with the <i>dynamic EG standard</i> . Note: the <i>fixed export limit</i> will apply at any time the <i>Dynamic EG System</i> is not able to send and receive data signals with, and respond to, the <i>dynamic communications system</i> .

A.6. Technical and safety requirements and dynamic EG standard

<i>Technical and safety requirements</i>	The obligations set out in: (a) the <i>energy standards</i> ; (b) the <i>energy laws</i> and the <i>safety laws</i> ; (c) the <i>dynamic EG standard</i> ; (d) any relevant construction manuals available on <i>our</i> website (www.energex.com.au); (e) the <i>technical study</i> (where relevant); and (f) Part B of this contract.
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<i>Dynamic EG standard</i>	Dynamic Standard for Small IES Connections (STNW3510) Used when the <i>connection</i> between a small inverter energy system with a total system capacity less than or equal to 30 kVA and the low voltage <i>Distribution System</i> allows for variable limits through select settings as part of the <i>Dynamic EG System</i> (which are frequently reviewed and applied).
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The above *dynamic standard* is available on our website (www.energex.com.au).

A.7. Estimated works charges

Fees for <i>connection services</i>	\$Nil
Total	\$Nil
GST	\$Nil
Total price payable	\$Nil

A.8. General description of the works

Our consent to the *interconnection* of the *Dynamic EG System* as provided for in clause C.7, provided that you comply with this *contract* (including, without limitation, the *technical and safety requirements*).

A.9. Core Retail Customer's activities and connection process

- (a) As between the parties, you are responsible for:
 - (i) arranging for an *accredited installer* to install those parts of the *Dynamic EG System* the subject of the *connection application*;
 - (ii) ensuring that the *Dynamic EG System* complies with this *contract*, including, without limitation, the *technical and safety requirements*; and
 - (iii) contacting your *electricity retailer* to ensure that they:
 - (A) consent to the installation; and
 - (B) arrange for any necessary changes to metering equipment.
- (b) After the *Dynamic EG System* is installed, you must:
 - (i) ensure that the *Dynamic EG System* is tested and commissioned in accordance with the *dynamic EG standard*;
 - (ii) if the meter at your *premises* is an electromechanical meter, ensure that the *Dynamic EG System* is switched off at the AC supply isolating switches until your *electricity retailer* has confirmed that the metering equipment at the *premises* has been modified or reconfigured to comply with the *energy laws*.
- (c) Within 90 business days of the date this connection offer is fully executed (as provided for in this offer), you must submit a completed electrical work request to us through our SI Portal.

B. PART B: TECHNICAL CONDITIONS

B.1. General requirements

You must ensure that:

- (a) **(compliant installation and operation)** the *Dynamic EG System* and associated equipment (including, without limitation, earthing grid and earthing connections) is designed, constructed, operated and maintained in accordance with this *contract* (including compliance with the *technical and safety requirements*), *good electricity industry practice*, all relevant laws and relevant *approvals*, including, without limitation:
 - (i) any obligation to be automatically *disconnected* from *our distribution system* by *your* protection and control facilities); and
 - (ii) to ensure that the *Dynamic EG System* operates satisfactorily for the full range of variation of system parameters and characteristics and at the distortions and disturbances which *our distribution system* is permitted to operate at under the *NER*;
- (b) **(limited export and import)** electricity is only, under normal operating conditions, exported or imported by the *Dynamic EG System* at the *connection point* into *our distribution system* in accordance with C.8;
- (c) **(disconnection instructions)** the presence of the *Dynamic EG System* is clearly indicated on the main switchboard and that suitable *disconnection* instructions are located either on the main switchboard or the *Dynamic EG System* itself;
- (d) **(no changes without consent)** no changes to the *Dynamic EG System* or how it operates are made without *our* prior written consent (which consent may be on conditions, and may require compliance with updated *technical and safety requirements*);
- (e) **(no other generating units)** no additional *generating units* (other than those that are part of the *Dynamic EG System*) are *interconnected* with *our distribution system* at the *connection point*, as this requires a new *connection application*;
- (f) **(no other attachment or interference)** other than as approved under this *contract*, nothing else is attached to, and there is no other interference with, *our* equipment;
- (g) **(third party arrangements)** if the *Dynamic EG System* is owned or operated by a third party, or otherwise involves an agent acting on your behalf, *you* enter into appropriate back-to-back arrangements with that third party or agent to ensure that:
 - (i) *we* can exercise *our* rights under this *contract* in respect of the *Dynamic EG System*; and
 - (ii) the third party or agent complies with any obligations under this *contract* in respect of the *Dynamic EG System*;
- (h) **(provision of information)** *we* are given accurate, complete and comprehensive information about the *Dynamic EG System* (including the results of any inspections or copies of any *approvals*) if requested, and none of the information provided misleads or deceives *us*;
- (i) **(compliance with our requirements)** *you* use all reasonable endeavours to promptly comply with any request by *us* to take the *Dynamic EG System* offline to carry out planned outages, repairs, maintenance or the like, or any other reasonable direction designed to secure the safe and stable parallel operation of the *Dynamic EG System* and *our distribution system*;
- (j) **(accommodate our equipment)** *you* accommodate on *your premises*, and protect from harm, all equipment *we* install;
- (k) **(compliance with laws)** *you* comply with *good electricity industry practice*, all relevant laws (including *energy laws*, *safety laws*, and those laws relating to planning, cultural heritage, nature conservation and the environment), *approvals* and this *contract*;
- (l) **(regular inspection and maintenance)** the *Dynamic EG System* is inspected and maintained in accordance with the manufacturer's recommendations (or, if there are no such recommendations, *good electricity industry practice*) by an appropriately qualified person;

- (m) **(electrical work)** any person undertaking “electrical work” (as defined in the *Electrical Safety Act 2002* (Qld)) is appropriately licensed under that Act); and
- (n) **(advice to prospective owners)** you advise any prospective subsequent owner of the *Dynamic EG System* about this *contract* and the requirement under clause C.17 for that entity to assume the obligations of this *contract*.

B.2. Our rights and obligations

- (a) We may, in our absolute discretion, specify additional requirements for the *Dynamic EG System*.
- (b) You consent to us having sufficient access to the *premises* and the *Dynamic EG System* so that we can:
 - (i) carry out our obligations under this *contract*; and
 - (ii) from time to time, inspect and test the *Dynamic EG System* to satisfy ourselves that there is compliance with this *contract*. This will be at our cost, unless a non-compliance is identified, in which case you are responsible for paying those costs,and you must ensure that this access is safe, unhindered and unobstructed.
- (c) Except in an emergency, or as otherwise permitted under the laws, we must give you reasonable notice before exercising our rights under clause B.2(b).
- (d) Provided that we reasonably request this, you must give us any reasonable assistance in relation to clauses B.2(b) and B.2(c) that we require.
- (e) Nothing in this *contract* limits our rights under any laws, including, without limitation, to take action (including automatic action through protection systems), such as in an emergency, for a *distributor planned interruption*, to protect our *distribution system*, or where a customer causes unreasonable interference with our *distribution system* or the supply of electricity to our other customers (which may occur, for example, where there are certain breaches of this *contract*).
- (f) We may reasonably require you to undertake a program of tests to ensure that the *Dynamic EG System* complies with the *technical and safety requirements*, and provide us with the results of the tests.
- (g) If any such tests demonstrate:
 - (i) that anything on your side of the *connection point* has caused or contributed to a failure to comply with any *technical and safety requirements*, you must take remedial action to rectify the failure; and
 - (ii) otherwise, then we must reimburse you for the reasonable expenses incurred by you as a direct result of conducting the tests.
- (h) We must give you any information you reasonably ask us in writing for about your *connection* that is in our possession or control, as soon as reasonably practical following that request, in accordance with relevant privacy and right to information laws. This may incur a fee.

B.3. Ongoing monitoring and dynamic operation

- (a) To ensure the safe and stable parallel operation of *generating systems connected to our distribution system*, while maintaining the quality of supply to all *Distribution Customers*, the *connection* between the *Dynamic EG System* and *distribution system* must not operate above the applicable *dynamic export or import limit* that are reviewed and applied by us on an ongoing basis.
- (b) You must install equipment at the *premises* to enable the amount of electricity that the *Dynamic EG System* generates to be monitored and/or controlled in accordance with the requirements set out in the *dynamic EG standard*.

B.4. Balanced power flows

You must ensure that the installation and operation of the *Dynamic EG System* results in balanced power flows across all phases of the *connection point*.

B.5. Minimising impact

You must ensure that the operation of any electrical equipment that is (directly or indirectly) *connected to our distribution system* at the *connection point* (including the *generating units* and any shunt capacitors) does not:

- (a) contribute *voltage* fluctuations at the *connection point* that adversely affect the fluctuation of power-frequency *voltage* on the *distribution system*;
- (b) contribute harmonic *voltage* distortion that adversely affect the harmonic *voltage* distortion on the *distribution system*; or
- (c) adversely affect *our* ability to comply with the *energy laws*.

C. PART C: GENERAL TERMS AND CONDITIONS

C.1. Background to the contract

- (a) You want to *interconnect* the *Dynamic EG System* set out in clause A.4 (directly or indirectly) with our *distribution system* at the *connection point*, so that it can operate in parallel with our *distribution system* to:
- (i) *export* electricity into our *distribution system* at the *connection point*, but only in accordance with clause C.8; and
 - (ii) *import* electricity from our *distribution system* to the *Dynamic EG System* at the *connection point*, but only in accordance with clause C.8 (for the avoidance of doubt, this does not affect or apply to the *maximum import* under your *ongoing connection contract*).
- (b) This *contract* sets out the terms of our consent to the above.

C.2. Glossary

Definitions used in this *contract* are set out in clause C.19.

C.3. What documents make up this contract?

- (a) This *contract* comprises Parts A (*Premises-specific details*), B (*Technical conditions*) and C (*General terms and conditions*).
- (b) This *contract* covers the initial *interconnection* of the *Dynamic EG System*, as well as ongoing provisions in respect of the operation of the *Dynamic EG System*. As such, it supplements, but (except in relation to the *interconnection*) does not modify, your *ongoing connection contract* with us for the *premises*.
- (c) For any inconsistency between this *contract* and the *ongoing connection contract* that relates to the *interconnection* of a *generating system*, this *contract* prevails.
- (d) Subject to clause C.3(c), you must comply with your *ongoing connection contract*.
- (e) Nothing in this *contract* affects the operation of, or any rights, entitlements and obligations under, any law or *approval* in connection with the *Dynamic EG System*.
- (f) This *contract* does not apply to:
- (i) the sale of electricity to your *premises*, which is covered by a negotiated or deemed contract between you and your *electricity retailer*; or
 - (ii) the sale of any electricity generated by the *Dynamic EG System*.

C.4. When does this contract start and finish?

This *contract* starts when the *connection offer* is fully executed (as provided for in that offer), and continues until the earliest of:

- (a) any date agreed by both parties;
- (b) the date of termination (including for automatic termination);
- (c) the date you advise that the whole of the *Dynamic EG System* is no longer *connected* to our *distribution system*; and
- (d) the date you stop being the relevant *customer* at the *premises* (if you have not novated this *contract* to the new *customer*).

C.5. Automatic termination

This *contract* will terminate immediately if:

- (a) your *premises* are *not connected* to our *distribution system*;
- (b) we do not receive an *electrical work request* by the date set out in clause A.9(c); or
- (c) we become aware that:

- (i) the *generating system(s) connected on your side of the connection point* do not match the details set out in clause A.4, or that the requested *connection services* are not of a kind contemplated by this *contract*; or
- (ii) the information in *your connection application* was materially incomplete, false or misleading;
- (d) we enter into a replacement *contract* with *you* to cover the *connection services*; or
- (e) if clause C.11(d) applies.

C.6. Consequences of termination

If this *contract* is terminated:

- (a) we may *disconnect*, dismantle, decommission and remove any of *our* assets that are only relevant to the *connection service*; and
- (b) *you* must immediately and permanently reconfigure the *Dynamic EG System* on *your* side of the *connection point* so that they cannot *interconnect* with *our distribution system*, and must not allow these to be *reconnected* without *our* prior written consent (which will take the form of a new agreement),

and *you* acknowledge that we cannot (due to changing conditions on *our distribution system*) guarantee that the capacity set out in clause A.4 will necessarily be approved in respect of any subsequent *connection application*.

C.7. Conditions of consent to *interconnection*

- (a) We consent to those parts of the *Dynamic EG System* the subject of the *connection application* being installed and the *Dynamic EG System* being *interconnected* with *our distribution system* at the *connection point* so that its *generating units* are *embedded generating units*, and electricity being *exported* into *our distribution system* in accordance with clause C.8, provided that:
 - (i) for the components of the *Dynamic EG System* the subject of the *connection application*, the process set out in clause A.9 is completed; and
 - (ii) *you* carry out the *Retail Customer's activities* and comply with this *contract* (including, without limitation, the *technical and safety requirements*), each at *your* own risk and expense.
- (b) *You* must not *interconnect* the *Dynamic EG System* with *our distribution system* except in accordance with this *contract*.
- (c) *You* acknowledge and agree that:
 - (i) *our* consent has been given on fair and reasonable terms; and
 - (ii) *you* are responsible for allcosts in connection with the *Dynamic EG System* and *your* obligations under this *contract*, unless otherwise expressly set out in this *contract*.
- (d) *You* must notify *us* immediately if any information that *you* previously gave *us* stops being accurate, or *you* become aware of any matter or thing that might affect the nature, cost or timing of any part of the *connection service*, or anything we must do under this *contract* (where such obligations apply not just to the physical *connection* but also to ancillary matters such as control, washdown and quarantine procedures).

C.8. Import and export conditions

- (a) Provided that:
 - (i) *you* have satisfied the requirements in clause C.7 (Conditions of consent to *interconnection*);
 - (ii) *you* have registered *your generating system* as a *Dynamic EG System* on our website (www.energex.com.au); and
 - (iii) the *Dynamic EG System* is capable of connecting with the *dynamic communications system*,

the *Dynamic EG System* may export electricity into our distribution system up to the maximum dynamic export limit and may import electricity from our distribution system up to the maximum dynamic import limit.

- (b) At any time the conditions in clause C.8(a) are not satisfied, you must ensure that:
 - (i) the export from your generating system does not exceed the fixed export limit; and
 - (ii) the import to your generating system does not exceed the fixed import limit (if applicable).
- (c) The parties acknowledge and agree that:
 - (i) as at the date of this contract, the registration system referred to in clause C.8(a)(ii) has not yet been implemented and is not available on our website;
 - (ii) the export from your generating system will be limited to the fixed export limit until such time as you are able to comply with clauses C.8(a)(ii) and C.8(a)(iii);
 - (iii) where your generating system is capable of importing electricity from our distribution system, the import to your generating system will be limited to the fixed import limit until such time as you are able to comply with clauses C.8(a)(ii) and C.8(a)(iii);
 - (iv) you are responsible for ensuring compliance with clause C.8(a)(ii) and we are not obliged to notify you that registration is open or available;
 - (v) to the maximum extent permitted by law, we will not be liable to you for any liability relating to a failure or delay to register your generating system as referred to in with clause C.8(a)(ii) or the ability (or inability) of your generating system to connect with the dynamic communications system as referred to in with clause C.8(a)(iii); and
 - (vi) for the avoidance of doubt, any reference to import limits are only in respect to the *Dynamic EG System* and nothing in this clause C.8 affects the maximum import under the ongoing connection contract.

C.9. Charges and consideration

- (a) The consideration for this contract is the benefit you get in interconnecting the *Dynamic EG System* with our distribution system, and the benefit we get from your complying with this contract so that the interconnection does not adversely affect our distribution system.
- (b) Subject to any energy laws, you are not entitled to receive any payment, credit or offset from us under this contract in respect of any electricity generated by the *Dynamic EG System*.
- (c) The estimated works charges payable under this contract for the connection of the *Dynamic EG System* are set out in clause A.7 (note that as these are estimates, the relevant amounts may change).
- (d) If the energy laws let us charge our customers for using our distribution system and/or any other electricity networks for the interconnection of, and/or export from, the *Dynamic EG System*, we will also charge you for those network charges.
- (e) Any charges subject to economic regulation are calculated in accordance with our Connection Policy and ACS Price List, which are available on our website (www.energex.com.au).
- (f) We will issue tax invoices for any charges that are incurred in connection with providing the connection service. If we send the invoice to your electricity retailer, your electricity retailer may recover the relevant charges from you. If we send the invoice to you, you must pay us in accordance with the invoice.
- (g) If there is a total or partial failure of any electrical equipment connected to our distribution system at the connection point, you are not entitled to any reduction in any ongoing fees or charges, and are responsible for paying such ongoing fees or charges, until either the service has been removed or another customer has assumed responsibility for receiving the service.

C.10. GST

- (a) The amount payable for the connection service and any other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Clause C.10(b) applies unless an amount payable under this contract is stated to include GST.

- (b) Where any amounts paid by you or by us under this *contract* are payments for “taxable supplies” as defined for GST purposes, then, 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.

C.11. Default and rights of termination

- (a) If you commit a *default*, we suspend our consent under clause C.7 in respect of the *Dynamic EG System*, and may:
- (i) give you a written notice specifying the *default*;
 - (ii) either require you to de-energise and *disconnect* the *Dynamic EG System*, or do this remotely *ourselves* where we are able to; and
 - (iii) exercise any other remedies that are available to us.
- (b) After receiving a *default* notice, you:
- (i) must promptly comply with that notice; and
 - (ii) may, within three months of the date of the *default* notice, give us evidence that the *default* has been rectified and request *reconnection* of the *Dynamic EG System*.
- (c) If we receive a request under clause C.11(b)(ii) and are, acting reasonably, satisfied that the *default* has been rectified, we will advise you that you can *reconnect* the *Dynamic EG System*.
- (d) If the *Dynamic EG System* is de-energised and *disconnected* under this clause C.10 for a period of three months from the date of the *default* notice, this *contract* will automatically terminate upon the expiry of that period.

C.12. Other *disconnection* and interruptions

- (a) We may *disconnect* the *Dynamic EG System*:
- (i) where this *contract* permits;
 - (ii) if any required *approval* in respect of the *Dynamic EG System* is not held;
 - (iii) for health and safety reasons or in an emergency;
 - (iv) if required to do so at the direction of State or Federal Police;
 - (v) to undertake *distributor planned interruptions*; or
 - (vi) in accordance with any other right or entitlement that we have to *disconnect* the *Dynamic EG System* under any laws or agreements with you.
- (b) We may temporarily interrupt any *generating system* or curtail the electricity generated by any *generating system connected to our distribution system at the connection point*, including:
- (i) for *adistributor planned interruption* or where there is an *unplanned interruption*;
 - (ii) in accordance with the conditions of any applicable tariff;
 - (iii) under a contract with *your electricity retailer*;
 - (iv) at the direction of *arelevant authority*; or
 - (v) in accordance with the *energy laws*.
- (c) If the *Dynamic EG System* has equipment installed that allows us to control the *Dynamic EG System* remotely, we may use the equipment to temporarily interrupt the *Dynamic EG System* or curtail the electricity generated by the *Dynamic EG System* in accordance with the *energy laws*. Further information about how we use remote control equipment is available on our website (www.energex.com.au) or you may contact us to request a copy.

C.13. Ownership

Unless this *contract* states otherwise, any materials, plant, equipment or other items:

- (a) upstream of the *connection point* remain our property and under our control, and the operation and maintenance of this equipment is our responsibility; and

- (b) downstream of the *connection point* remain *your* responsibility, except for any metering equipment (the ownership of which is determined under separate laws and contracts).

C.14. Liability

- (a) You indemnify *us* in relation to the costs of rectifying all reasonable direct losses incurred by *us* in connection with:
- (i) *your* failure to comply with this *contract*; and
 - (ii) the operation of any *generating systems* on *your* side of the *connection point*.
- (b) You acknowledge that, to the maximum extent permitted by law, *we* will not be liable for:
- (i) any *liability* or injury suffered or claimed by *you* or any other person in connection with this *contract*;
 - (ii) the amount of electricity *your generating system* is able (or not able) to *export* or *import*;
 - (iii) in connection with *us* exercising any rights under this contract or under the *energy laws* to interrupt or curtail any *generating units* located on *your* side of the *connection point*; and
 - (iv) in relation to the installation and operation of any *generating systems* on *your* side of the *connection point*,
- and *you* release *us* from any *claims* by *you* in respect of such, except to the extent that this is a result of *our* negligence, bad faith, wilful misconduct, fraud, breach of law or failure to comply with any relevant *approval* or this *contract*.
- (c) *Our* express rights under this *contract* are in addition to any other rights that *we* may have at common law to take action against *you* for *any liability* that *we* suffer as a result of *your* failure to comply with this *contract*.
- (d) If a guarantee under Part 3-2 of the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) or similar law applies to any services *we* provide under this *contract*, *our* liability for breach of such a guarantee is (at *our* election) limited to the replacement of those services, or the carrying out of services, or the payment of the cost of these services.
- (e) To the extent permitted by law, *we* give no condition, warranty or undertaking, and *we* make no representation to *you*, about:
- (i) the condition or suitability of the proposed *connection*, its quality, fitness for purpose or safety, other than those set out in this *contract*;
 - (ii) the condition or quality of any services *we* provide under this *contract* (including, but not limited to, the ability of *our distribution system* to accept *export* from, or supply *import* to, *your generating system*);
 - (iii) any inspection *we* may undertake of the *Dynamic EG System* or any findings arising out of such inspection; or
 - (iv) how the *Dynamic EG System* will operate (including, but not limited to, the amount of *export* that can be delivered across the *connection point* by the *Dynamic EG System*, or the amount of electricity the *Dynamic EG System* is able to *import* from the *distribution system*).
- (f) Notwithstanding any other provision of this *contract*, neither party is liable to the other under, or in connection with, this *contract* or under contract, tort (including negligence) breach of statute or other cause of action at law or in equity for any of the following:
- (i) any cost, expense, loss or damage of an indirect or consequential nature or that otherwise is not a direct and immediate consequence of the breach;
 - (ii) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business reputation, loss of revenue, loss of use of property or loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;
 - (iii) increased costs of working or labour costs; and

- (iv) costs of capital or costs of business interruption, suffered by the other party, however arising, due to any causes including the default or sole or concurrent negligence of a party, and whether or not foreseeable.
- (g) If a party makes a claim against the other party under this *contract* and the first party has contributed to the loss that it has suffered, that party's entitlement to damages is proportionately reduced.
- (h) Nothing in this *contract* constitutes an approval or warranty about how the *Dynamic EG System* operates.
- (i) Our obligations in respect of the operation of *our distribution system* are set out in the *energy laws* and we are not responsible for any adverse effects on *your Dynamic EG System* or the operation of the *Dynamic EG System* that may be caused by:
 - (i) *our distribution system* operating in compliance with *energy laws*; or
 - (ii) electrical equipment on *your* side of the *connection point* operating.
- (j) Our obligations extend down to the *connection point* (as defined by us) and not beyond.
- (k) Nothing in this *contract* varies or excludes the operation of sections 97 and 97A of the *Electricity Act 1994* (Qld), section 316 of the *NERL* or section 120 of the *NEL*, which limit *our* liability in some cases.

C.15. Complaints and dispute resolution

- (a) If *you* have a complaint relating to this *contract*, *you* may lodge a complaint with *us* in accordance with *our* standard complaints and dispute resolution procedures, which are available on *our* website (www.energex.com.au), and *we* will handle any such complaint in accordance with these procedures and relevant *Australian Standards*.
- (b) If *you* make a complaint, *we* must respond to *your* complaint within the timeframes in these procedures and inform *you*:
 - (i) of the outcome of your complaint and the reasons for our decision; and
 - (ii) that, if *you* are not satisfied with *our* response and *you* are a *small customer*, *you* have a right to refer the complaint to the Energy and Water Ombudsman, Queensland, as follows:
 - Email: complaints@ewoq.com.au or info@ewoq.com.au
 - Phone: 1800 662 837
 - In person: Level 16, 53 Albert Street (8.30 am-5:00 pm)
 - In writing: P.O. Box 3640 South Brisbane BC QLD 4101

C.16. Amendment

- (a) This *contract* can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) If either party reasonably considers that the *technical and safety requirements* are obsolete or inappropriate, that party may notify the other party and the parties must, within six months of notification, use their best endeavours to modify this *contract* appropriately within a further three months of the start of negotiations.

C.17. Assignment

- (a) *You* must not assign or novate all or part of this *contract*, or transfer the ownership in the *Dynamic EG System* to any other person, without *our* prior written consent, which will not be unreasonably withheld, but which will be conditional on the relevant entity assuming *your* obligations under this *contract*.
- (b) *We* may subcontract or assign *our* rights or obligations under this *contract* as *we* determine. If an obligation is placed on *us* to do something under this *contract*, then:
 - (i) *we* are deemed to have complied with the obligation if another person does it; and

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

C.18. General

- (a) (**governing law**) This *contract* is governed by Queensland law and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any relevant appellate courts.
- (b) (**expenses**) Each party must pay its own expenses incurred in connection with this *contract*.
- (c) (**entire agreement**) This *contract* contains the entire agreement between the parties about its subject matter and replaces any previous discussions about that subject matter.
- (d) (**inconsistencies**) For any inconsistencies between this *contract* and other material, subject to clause C.18(e), obligations under the laws prevail over inconsistent obligations in this *contract*, and this *contract* prevails over any other document or agreement between the parties.
- (e) (**compliance with most stringent requirement**) Where different standards are prescribed by the *energy laws*, any document or agreement between the parties, and this *contract*, this is not taken to be an inconsistency, and *you* must ensure compliance with the more stringent of the standards.
- (f) (**cooperation**) Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this *contract*.
- (g) (**privacy**) We will comply with all relevant privacy laws and *our* privacy policy (which is available on *our* website (www.energex.com.au) in relation to your personal information, and you may contact us about this using the relevant contact details set out on our website (www.energex.com.au).
- (h) (**confidentiality**) *You* must keep this *contract*, and the terms of all dealings with *us* in connection with this *contract*, confidential, and must also comply with any relevant confidentiality provisions in the *energy laws*.
- (i) (**waiver**) Rights may only be waived in writing and signed by the party giving the waiver, and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right. A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again, and the exercise of a right does not prevent any further exercise of that right or of any other right.
- (j) (**non-exclusive rights**) Any right that a person may have under this *contract* is in addition to, and does not replace or limit, any other right that the person may have.
- (k) (**severance**) Any provision of this *contract* that is unenforceable or partly unenforceable is to be severed to the extent necessary and possible to make this *contract* enforceable, unless this would materially change the intended effect of this *contract*.
- (l) (**survival**) Termination or expiry of all or part of this *contract* does not affect clause C.6, any rights that arose before the termination or expiry, or that otherwise relate to any breach or non-observance of this *contract* occurring before termination or expiry, or that relate to this clause and any provisions concerning GST, compliance with laws, liability, indemnity, dispute resolution and confidentiality.
- (m) (**counterparts**) This *contract* may be executed in counterparts (where a counterpart may comprise a copy of this *contract* that has been printed from a facsimile or email transmission), and all executed counterparts constitute one document. A party may rely on a copy of this *contract* that has been executed by another party to the same extent as if it was an original of this *contract* executed by that other party.
- (n) (**electronic signing**) Each party consents to the electronic signing of this *contract* by the other, as provided for in the *connection offer* letter.
- (o) (**authorised representative**) Each person executing this *contract* as an authorised representative declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

C.19. Glossary

Italicised terms (other than references to laws) are defined in this clause or, if not defined in this clause, in the *ongoing connection contract* or the *NEL* or the *NER*.

accredited installer means a person who holds a Clean Energy Council accreditation for competence in designing and/or installing *embedded generating units*;

approval means:

- (a) any agreement, approval, authorisation, authority, certificate, consent, declaration, exemption, filing, licence, lodgement, notarisation, permit, registration or waiver (including any renewal or variation of any of these) issued, granted or approved by a *government agency* or third party (including pursuant to any native title or cultural heritage legislation); and
- (b) in relation to anything which will be fully or partially prohibited or restricted by law if a *government agency* intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action;

business day means a day other than a Saturday, a Sunday or a day that is a public holiday in the place where the thing is to be done;

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 *contract*;
- (b) by statute;
- (c) in tort for negligence or otherwise, including negligent misrepresentations; or
- (d) in restitution for unjust enrichment;

connect means to form a physical link between two electrical networks to permit the flow of electricity through that link;

connection offer means an offer by *us* to enter into this *contract* with *you*;

connection point means the existing point at which *your premises* electrically connects to *our distribution system*;

connection service means a service relating to a *connection alteration* or *anew connection* to permit the connection of the *Dynamic EG System* to *our distribution system* at the *connection point*;

contract means this document as executed and as amended or supplemented from time to time;

default means:

- (a) a failure to comply with the terms of this *contract* (including the *technical and safety requirements*); or
- (b) any other situation (including, without limitation, any pattern of usage),

that may or will result in any *generating systems* on *your* side of the *connection point* representing a hazard, risk or adverse impact on the safety of any person or the safe and stable operation of *our distribution system*;

disconnect means the operation of switching equipment or other action so as to prevent the flow of electricity at a *connection point*;

distribution system means *our* electricity distribution network (including relevant connection assets), especially that part of the distribution network to which *your premises* are *connected*;

dynamic communications system means the communications system that allows for the sending and receiving of data signals between the *Dynamic EG System* and the *distribution system* in accordance with the *dynamic EG standard*, such that it enables the *dynamic export limits* and *dynamic import limits* to be implemented;

dynamic EG standard means the applicable standard set out in clause **Error! Reference source not found.**;

Dynamic EG System means:

- (a) for the purposes of *our* consent under clause C.7, the *generating system* specified in clause A.4 (which includes any battery storage systems); and
- (b) in respect of any obligations on *you*, any *generating systems* that are present on *your* side of the *connection point* that are *interconnected* with *our* *distribution system*;
- (c) for the purposes of accessing the *dynamic export limit* and *dynamic import limit* under clause C.8, the *generating system* specified in clause A.4 must be:
 - (i) registered as a *Dynamic EG System* on our website (www.energex.com.au); and
 - (ii) be capable of sending and receiving data signals, and responding to, the *dynamic communications system*;

dynamic export limit means the variable *export limit* (up to the *maximum dynamic export limit*) that the *Dynamic EG System* is permitted to *export* at the *connection point* as notified and continually revised via the *dynamic communications system*;

dynamic import limit means the variable *import limit* (up to the *maximum dynamic import limit*) that the *Dynamic EG System* is permitted to *import* at the *connection point* as notified and continually revised via the *dynamic communications system*;

electrical work request means the form of that name available on *our* website (www.energex.com.au), that is completed by *your* electrical contractor and certifies that the relevant electrical works have been carried out in accordance with the *technical and safety requirements*;

electricity retailer means the entity that holds a *retailer authorisation* and with whom *you* have (or will have) a retail contract for the purchase of electricity;

embedded generating units means *generating units* that are *connected* to an electricity distribution network;

Energex means the entity set out in clause A.1;

energy laws means the laws relevant to energy, including (as relevant), the *Electricity Act 1994* (Qld), *Electricity Regulation 2006* (Qld), *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *NEL*, *NER*, *NERL*, *NERR* and any supplementary codes and instruments (including, without limitation, the *metrology procedures*);

energy standards means any applicable *Australian Standards* (or, where there is no applicable *Australian Standard*, the relevant British or International Standard), applicable codes of practice, the *QECM* and the *QEMM*;

export means the supply of electricity from the *premises* across the *connection point* into *our* *distribution system*;

fixed export limit means the maximum *export limit* level (described as the *fixed export limit* in clause A.5) that applies at any time the *Dynamic EG System* is not sending or receiving data with the *dynamic communications system*, or is not capable of responding to, a *dynamic export limit*;

fixed import limit means where the *Dynamic EG System* is capable of *import*, the maximum *import limit* level (described as the *fixed import limit* in clause A.5) for the *Dynamic EG System* that applies at any time the *Dynamic EG System* is not sending or receiving data with the *dynamic communications system*, or is not capable of responding to, a *dynamic import limit*;

generating system means a system comprising one or more *generating units*;

generating unit has the meaning given in the *NER* (and, for the avoidance of doubt, includes relevant equipment such as an *inverter*, and also includes batteries and other energy storage systems);

good electricity industry practice means the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of facilities of the kind similar to the relevant facilities owned or operated by the relevant party in connection with this *contract*, taking into account the size, duty, age, location and technological status of those facilities;

government agency means: a government, government department or other similar body; a governmental, semi-governmental or judicial person; or a person (whether autonomous or not) who is charged with the administration of a law;

import means the supply of electricity from *our distribution system* across the *connection point* into the *premises*;

interconnected means where a *generating system* is (directly or indirectly) electrically connected to *our distribution system* such that the component *generating units* are operating in parallel with *our distribution system* (regardless of whether the *generating system* does, or does not, *export* into *our distribution system*);

inverter means a device that uses semiconductor devices to transfer power between a DC source or load and an AC source or load;

liability means any action, charge, *claim*, cost, damage, expense, fine, impost, loss, obligation, penalty, tax or other liability;

maximum dynamic export limit means the maximum amount of electricity that may be exported into *our distribution system*, as set out in clause A.5;

maximum dynamic import limit means the maximum amount of electricity that may be *imported* into *our distribution system*, as set out in clause A.5;

maximum import refers to the *import* permitted under the terms of *your ongoing connection contract* for the *premises* (other than any electricity imported by *your generating system*);

national grid has the meaning given to that term in the *NER*;

NEL means the National Electricity (Queensland) Law, as defined in the *Electricity – National Scheme (Queensland) Act 1997 (Qld)*;

NER means the National Electricity Rules under the *NEL*;

NERL means the National Energy Retail Law (Queensland), as defined in the *NERL (Qld) Act*;

NERL (Qld) Act means the *National Energy Retail Law (Queensland) Act 2014 (Qld)*;

NERR means the National Energy Retail Rules under the *NERL*;

network coupling point has the meaning given to that term in the *NER*;

NMI means a *national metering identifier*;

ongoing connection contract means the *connection contract* between the parties (whether deemed under the *NERL* or individually negotiated) that governs the provision of ongoing *connection services* and *supply services* at the *connection point*;

premises means the premises set out in clause A.3;

QECM means the Queensland Electricity Connection Manual: Service and Installation Rules, a copy of which is available on *our* website (www.energex.com.au);

QEMM means the Queensland Electricity Metering Manual, a copy of which is available on *our* website (www.energex.com.au);

Retail Customer means the entity set out as such in clause A.2, being the entity responsible for the electricity account at the *premises*;

Retail Customer's activities means:

- (a) the relevant activities set out in clause A.9; and
- (b) all items necessary and incidental to the completion of such activities, including obtaining any *approvals* or access rights for such work;

safety laws means the laws relevant to safety, including (as relevant), the *Electrical Safety Act 2002 (Qld)*, *Electrical Safety Regulation 2013 (Qld)*, *Work Health and Safety Act 2011 (Qld)*, *Work Health and Safety Regulation 2011 (Qld)*, *Work Health and Safety (Codes of Practice) Notice 2011 (Qld)* and any rules, regulations, instruments and plans;

SI Portal means *our* online portal for receiving *electrical work requests*;

technical and safety requirements means the obligations set out in clause A.5;

technical study means our evaluation of the effects of *your connection* on our *distribution system* under different operating conditions, which also sets out some parameters for operation of the *Dynamic EG System*. This is set out in the Appendix;

unregulated services means any services that are not subject to economic regulation under the *NER*; and

works charges means the charges payable under this *contract* for the *alternative control services* and *unregulated services*.

C.20. Multiple parties

- (a) If a party to this *contract* comprises more than one person, or a term refers to more than one person, obligations are joint and several, rights are held severally and all other references are to each person separately.
- (b) Unless the context requires otherwise, if *you* are a trustee,
 - (i) a reference to a transaction, asset, act or liability of any nature of *you* includes *your* transactions, assets, acts of liabilities as trustee, and where *you* incur an obligation, *you* incur that obligation both in *your own right* and in *your capacity as trustee* (unless the obligation relates only to an asset which *you* hold in your own right and not as trustee);
 - (ii) *you* warrant and represent that:
 - (A) *you* are empowered by *your* trust deed to enter into and perform this *contract* and to carry on the transactions contemplated by this *contract*, and to carry on *your business* as now conducted or contemplated and to own *your assets*, in your capacity as trustee of the trust, and there is no restriction on or condition of *your doing so*; and
 - (B) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by *your trust deed* for *you* to enter into and perform this *contract*.
- (c) Unless the context requires otherwise, if *you* are a partner in a partnership:
 - (i) a reference to a transaction, asset, act or liability of any nature of *you* includes the transactions, assets, acts of liabilities of the partnership and of each partner of the partnership in their capacity as a partner, and where *you* incur an obligation, each partner also incurs that obligation in their capacity as a partner of the partnership;
 - (ii) *you* and each partner represent and warrant that:
 - (A) they are a partner of the partnership;
 - (B) they have the authority of the partnership to execute this contract (if applicable) on behalf of the partnership;
 - (C) the execution of this contract (if applicable) is in the ordinary course of business of the partnership;
 - (D) there is no restriction or limitation on, or derogation from, the rights of indemnity (whether or not arising under the partnership agreement) of the partners and any person authorised to bind the partnership; and
 - (E) any rights of recourse of the partners, or other persons authorised to bind the partnership, against the assets of the partnership are maintained.

C.21. Interpretation

Unless the context otherwise requires, the following interpretation rules apply to this *contract*:

- (a) headings are for convenience and do not affect interpretation;
- (b) a reference to:
 - (i) any law is to that legislation (including subordinate legislation) as amended or replaced;
 - (ii) an *energy standard* or *dynamic EG standard* refers to that version of the *energy standard* or *dynamic EG standard* (respectively) current as at the date of this *contract*;

- (iii) a clause, schedule or appendix is a reference to that part of this *contract*;
 - (iv) subject to clause C.21(b)(ii), a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
 - (v) a party includes a permitted substitute or assignee of that party;
 - (vi) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
 - (vii) anything (including a right, obligation or concept) includes each part of it; and
 - (viii) a day is to a calendar day and a month is to a calendar month;
- (c) a singular word includes the plural, and vice versa;
 - (d) examples are not exclusive;
 - (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
 - (f) if a day on or by which a party must do something under this *contract* is not a *business day*, the person must do it on or by the next *business day*.

D. [APPENDIX – TECHNICAL STUDY]