

Negotiated Connection Contract: Micro Embedded Generator under Chapter 5A (LV inverter-based \leq 30 kVA)

[insert site]

NMI: **[insert]**

Work Request: **[insert]**

Energex Limited
ABN 40 078 849 055

[insert Retail Customer name]
ABN/ACN **[insert if relevant; otherwise delete]**

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A. PART A: PREMISES-SPECIFIC DETAILS

A.1. Party details

| | |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract between: | <p>Energex Limited ABN 40 078 849 055 (Energex) of 26 Reddacliff Street, Newstead QLD 4006 (also referred to as we, our or us).</p> <p>[insert customer name] [ABN/ACN] [insert customer ABN/ACN] (Retail Customer) (also referred to as <i>you</i> or <i>your</i>).</p> <p>[Drafting notes:</p> <ul style="list-style-type: none"> <i>Retail Customer</i> must be the person/entity responsible for the electricity account at the <i>premises</i>; Delete ABN/ACN details for <i>Retail Customer</i> if not relevant.] |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

A.2. Energex's postal details

| | |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Energex's Address for notices | <p>GPO Box 1461 Brisbane QLD 4001</p> <p>Attention: Network Agreements Manager majorcustomers@energyq.com.au 1300 168 914</p> |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

A.3. Retail Customer's postal details

| | |
|---------------------------------------|----------------------------------------------------------------------------------------|
| Retail Customer's Address for notices | <p>[insert postal address line 1] [insert postal address line 2]</p> |
|---------------------------------------|----------------------------------------------------------------------------------------|

A.4. Premises and NMI details

| | |
|------------------|-----------------------------------------------|
| Premises | [insert] |
| NMI | [insert/TBA] |
| Connection Point | [insert description of asset boundary] |

A.5. Generating System details

| | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Generating system | <p>[insert the following information:</p> <ul style="list-style-type: none"> If inverters are present – number, type and capacity (in kVA) of inverter(s) and phase capability of inverters; <p>[Drafting note: This <u>must</u> include <u>all</u> generating units and generating systems that are on the <i>Retail Customer's</i> side of the <i>connection point</i>, including <u>all battery details</u> (not just the new ones in the <i>connection application</i>).]</p> |
| Phases on site | [insert] |
| Maximum import | This is provided for in the <i>ongoing connection contract</i> . |
| Maximum export | <p>Up to [insert] kW may be <i>exported</i> into <i>our distribution system</i> at the <i>connection point</i>, provided this is done in accordance with the <i>relevant EG standards</i>.</p> <p>Note: no <i>export</i> is permitted unless the metering equipment complies with the <i>energy laws</i>.</p> <p>If the above amount is nil, the only export permitted is that which is necessarily required for the <i>Generating System</i> to <i>interconnect</i> with <i>our distribution system</i> and operate in parallel with <i>our distribution system</i> in accordance with the <i>relevant EG standards</i>.</p> |

A.6. Estimated costs

| | | |
|-------------------------|-------------------------------------|--------------|
| Estimated works charges | Fees for <i>connection services</i> | \$Nil |
| | Total | \$Nil |
| | GST | \$Nil |
| | Total price payable | \$Nil |

A.7. General description of the works

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

A.8. 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 *Generating System* the subject of the *connection application*;
 - (ii) ensuring that the *Generating 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 *Generating System* is installed, *you* must:
- (i) ensure that the *Generating System* is tested and commissioned in accordance with the *relevant EG Standards*;
 - (ii) if the meter at *your premises* is an electromechanical meter, ensure that the *Generating 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 that offer), *you* must submit a completed *electrical work request* to *us* through *our SI Portal*.

A.9. Technical and safety requirements and relevant EG standards

All relevant *EG standards* are available on *our* website (www.energex.com.au).

| | |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Technical and safety requirements</i> | The obligations set out in: <ul style="list-style-type: none"> (a) the <i>energy standards</i>; (b) the <i>energy laws</i> and the <i>safety laws</i>; (c) the <i>relevant EG standards</i>; (d) any relevant construction manuals available on <i>our</i> website (www.energex.com.au); and (e) Part C of this contract; |
| <i>Relevant EG standards</i> | Standard for Small IES Connections (STNW 1170) Used when the aggregate capacity of all <i>generating units</i> that are <i>connected to our distribution system</i> at the <i>connection point</i> is less than 30 kVA and the <i>voltage</i> of the <i>connection point</i> is no more than 1 kV. |

B. PART B: EXECUTION CLAUSE

Signed for and on behalf of *Ergon Energy* by its authorised *representative* in the presence of:

| | |
|----------------------------------------|-----------------------------------------|
| _____ Signature | _____ Signature of witness |
| _____ Name and title (please print) | _____ Name of witness (please print) |
| _____ Date | _____ Date |

The *Retail Customer* hereby accepts the terms and conditions of this *connection offer* dated [insert].

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

Execution clause for individuals:

Signed either by the *Retail Customer* or for and on behalf of the *Retail Customer* by its authorised *representative* in the presence of:

| | |
|------------------------------|-----------------------------------------|
| _____ Signature | _____ Signature of witness |
| _____ Name (please print) | _____ Name of witness (please print) |
| _____ Date | _____ Date |

| | |
|------------------------------|-----------------------------------------|
| _____ Signature | _____ Signature of witness |
| _____ Name (please print) | _____ Name of witness (please print) |
| _____ Date | _____ Date |

Negotiated Connection Contract: Ch 5A Embedded Generator



Execution clause for companies:

Company name: _____

Signature of director OR authorised representative

Signature of director/secretary OR witness

Name (please print)

Name of director/secretary OR witness (please print)

Date

Date

C. PART C: TECHNICAL CONDITIONS

C.1. General requirements

You must ensure that:

- (a) **(compliant installation and operation)** the *Generating 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 *Generating 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)** electricity is not, under normal operating conditions, exported at the *connection point* into *our distribution system* in excess of the *maximum export* level;
- (c) **(disconnection instructions)** the presence of the *Generating System* is clearly indicated on the main switchboard and that suitable *disconnection* instructions are located either on the main switchboard or the *Generating System* itself;
- (d) **(no changes without consent)** no changes to the *Generating 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 *Generating 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 *Generating System* is owned or operated by a third party, *you* enter into appropriate back-to-back arrangements with that third party to ensure that:
 - (i) *we* can exercise *our* rights under this *contract* in respect of the *Generating System*; and
 - (ii) the third party complies with any obligations under this *contract* in respect of the *Generating System*;
- (h) **(provision of information)** *we* are given accurate, complete and comprehensive information about the *Generating 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 *Generating 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 *Generating 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 *Generating 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 *Generating System* about this *contract* and the requirement under clause D.16 for that entity to assume the obligations of this *contract*.

C.2. Our rights and obligations

- (a) We may, in *our* absolute discretion, specify additional requirements for the *Generating System*.
- (b) You consent to *us* having sufficient access to the *premises* and the *Generating System* so that *we* can:
 - (i) carry out *our* obligations under this *contract*; and
 - (ii) from time to time, inspect and test the *Generating 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 C.2(b).
- (d) Provided that *we* reasonably request this, *you* must give *us* any reasonable assistance in relation to clauses C.2(b) and C.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 *Generating 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.

C.3. Balanced power flows

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

C.4. 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*.

D. PART D: GENERAL TERMS AND CONDITIONS

D.1. Background to the contract

- (a) You want to *interconnect* the *Generating System* set out in clause A.5 (directly or indirectly) with *our distribution system* at the *connection point*, so that it can:
- (i) operate in parallel with *our distribution system*; and
 - (ii) *export* electricity into *our distribution system* at the *connection point*, but only up to the *maximum export level*.
- (b) This *contract* sets out the terms of *our* consent to the above.

D.2. Glossary

Definitions used in this *contract* are set out in clause D.18.

D.3. What documents make up this contract?

- (a) This *contract* comprises Parts A (*Premises-specific details*), B (Execution clause), C (Technical conditions) and D (General terms and conditions).
- (b) This *contract* covers the initial *interconnection* of the *Generating System*, as well as ongoing provisions in respect of the operation of the *Generating 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 D.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 *Generating 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 Generating System*.

D.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 *Generating 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*).

D.5. Automatic termination

This *contract* will terminate immediately if:

- (a) *your premises* is *not connected* to *our distribution system*;
- (b) *we* do not receive an *electrical work request* by the date set out in clause A.8(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.5, 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 D.10(d) applies.

D.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 *generating systems* 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.5 will necessarily be approved in respect of any subsequent *connection application*.

D.7. Conditions of consent to *interconnection*

- (a) We consent to the *Generating System* being installed and *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* up to the *maximum export* level, provided that:
- (i) for the components of the *Generating System* the subject of the *connection application*, the process set out in clause A.8 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 *Generating 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 all costs in connection with the *Generating 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).

D.8. Charges and consideration

- (a) The consideration for this *contract* is the benefit you get in *interconnecting* the *Generating 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 *Generating System*.
- (c) The estimated *works charges* payable under this *contract* for the *connection* of the *Generating System* are set out in clause A.6 (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 *Generating 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.

D.9. 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 D.9(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.

D.10. Default and rights of termination

- (a) If you commit a *default*, we suspend our consent under clause D.7 in respect of the *Generating System*, and may:
- (i) give you a written notice specifying the *default*;
 - (ii) either require you to de-energise and *disconnect* the *Generating 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 *Generating System*.
- (c) If we receive a request under clause D.10(b)(ii) and are, acting reasonably, satisfied that the *default* has been rectified, we will advise you that you can *reconnect* the *Generating System*.
- (d) If the *Generating System* is de-energised and *disconnected* under this clause D.9 for a period of three months from the date of the *default* notice, this *contract* will automatically terminate upon the expiry of that period.

D.11. Other disconnection

We may *disconnect* the *Generating System*:

- (a) where this *contract* permits;
- (b) if any required *approval* in respect of the *Generating System* is not held;
- (c) for health and safety reasons or in an emergency;
- (d) if required to do so at the direction of State or Federal Police;
- (e) to undertake *distributor planned interruptions*; or
- (f) in accordance with any other right or entitlement that we have to *disconnect* the *Generating System* under any laws or agreements with you.

D.12. 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).

D.13. 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 any *liability* or injury suffered or claimed by *you* or any other person in connection with this *contract* or 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*;
 - (iii) any inspection *we* may undertake of the *Generating System* or any findings arising out of such inspection; or
 - (iv) how the *Generating System* will operate.
- (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 *Generating 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 Generating System* or the operation of the *Generating 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.

D.14. 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

D.15. 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.

D.16. Assignment

- (a) *You* must not assign or novate all or part of this *contract*, or transfer the ownership in the *Generating 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*.

D.17. 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 D.17(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 D.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.

D.18. 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 a *new connection* to permit the *connection* of the *Generating 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*;

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*;

Generating System means:

(a) for the purposes of *our* consent under clause D.7, the *generating system* specified in clause A.5 (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*;

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

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.4;

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);

relevant EG standards means the applicable standards set out in clause A.9;

Retail Customer means the entity set out as such in clause A.1, 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.8; 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.9;

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*.

D.19. 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.

D.20. 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 *relevant EG standard* refers to that version of the *energy standard* or *relevant 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 D.20(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;

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- (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*.