

Customer Electricity Connection  
Contract

Wellcamp Business Park

Standard Terms and Conditions

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## Preamble

1. This Contract contains the standard terms and conditions for the distribution of electricity to the Customer's Premises from the Distributor's Embedded Supply Network within the Site.
2. In addition to this Contract, the legislation governing the distribution of electricity and other consumer laws contain rules about the distribution of electricity and the Distributor will comply with these rules in its dealings with the Customer.
3. The Customer has a separate contract with its Retail Entity, called a Retail Contract. The Retail Contract deals with the sale and supply of electricity to the Premises.

## Parties

This Contract is between:

1. the **Distributor** of electricity, being **Wellcamp Power Pty Ltd ABN 68 646 668 528** who distributes electricity to the Customer at the Premises; and
2. the **Customer**, to whom the Distributor distributes electricity.

## Operative Clauses

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### 1. Definitions

In this Contract:

**AEMO** means the Australian Energy Market Operator Limited which manages all electricity markets across Australia.

**Billing Cycle** means the regular recurrent period for which the Customer receives a bill from the Distributor.

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

**Customer** means a person who receives a supply of electricity from an electricity entity or special approval holder, and includes the relevant body corporate.

**Customer Connection Contract** means a contract on the terms and conditions and in the form of this document.

**Customer Connection Point** means the agreed point of supply between the Embedded Supply Network to an electrical installation, generating unit or other network at the Customer's Premises connected to the Embedded Supply Network.

**Customer Connection Services** for Premises means:

- (a) the connection of the Premises to an Embedded Supply Network to allow the supply of electricity from the Embedded Supply Network to the Premises; and
- (b) the supply of electricity from the Embedded Supply Network to the Premises.

**Customer Retail Services** means the sale of electricity to the Premises.

**Disconnect** means an action to prevent the supply of electricity to the Premises, but does not include an Interruption.

**Disconnection Warning** means a notice in writing issued in accordance with clause 12.

**Distribution Entity** means the person or entity that holds an authority issued under the Electricity Act that authorises its holder to supply electricity using an Embedded Supply Network within a specified area.

**Distribution Non-Network Charges** means the charges published in the Distributor's price list that are referable to a:

- (a) specific request by the Customer or the Customer's Retail Entity; or
- (b) requirement under the Electricity Legislation.

**Electric Line** means a wire or conductor or associated equipment used for transmitting, transforming, or supplying electricity at a voltage greater than extra low voltage.

**Electrical Equipment** means:

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

**Electrical Installation** means a group of items of Electrical Equipment.

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

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

**Electricity Legislation** means the Electricity Act, *Electricity Safety Act 2002* (Qld), *Electricity – National Electricity Scheme (Queensland) Act 1997* (Qld) and regulations, standards, codes, protocols and rules made under those Acts.

**Embedded Network Management Services** means services that involve carrying out the roles, discharging the responsibility and complying with the obligations of an ENM under the National Electricity Rules and procedures authorised under the Rules.

**Embedded Supply Network** means a system, or part of a system, or Electric Lines, substations and associated equipment, other than a transmission grid, for distributing electricity to Customers, whether or not generating plant is connected to it.

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

**Exempt Embedded Network Service Provider** means a person who engages in the activity of owning, controlled or operating an Embedded Network under an exemption granted or deemed to be granted by the Australian Energy Regulator.

**Explicit Informed Consent** means the consent provided by a Customer where:

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

**Force Majeure Event** means an event outside the control of a party.

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

**Interruption** means a temporary unavailability or temporary curtailment of the supply of electricity from the Embedded Supply Network to a Customer, including outages to a single Premises, but does not include Disconnection.

**Life Support Equipment** means:

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

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

**National Electricity Market** means:

- (a) the whole exchange operated and administered by the AEMO under the National Electricity Law and the National Electricity Rules; and
- (b) the national electricity system.

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

**Negotiated Connection Contract** is a contract entered into under section 40DC of the Electricity Act for the provision of Customer Connection Services to a Premises.

**Network Charges** means charges that a Distribution Entity is entitled to claim for Customer Connection Services.

**Premises** means the address at which Customer Retail Services or Customer Connection Services (as the context requires) are provided to a Customer and, to avoid doubt, may include a Customer's Electrical Installation.

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

**Retail Contract** means a contract between the Customer and the Retail Entity for the sale of electricity to the Premises.

**Retail Entity** means an entity that holds an authority issued under the Electricity Act that authorises its holder to provide Customer Retail Services.

**Security Deposit** means an amount of money paid to the Distributor as a security against non-payment of a bill.

**Site** means the Brisbane West Wellcamp Airport and Wellcamp Business Park.

**Small Customer** for a Premises means a Customer prescribed under a regulation to the Electricity Act to be a Small Customer for the Premises.

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## **2. Terms and Conditions**

### **2.1 Terms and Conditions**

This Contract sets out the terms and conditions for Customer Connection Contracts under the Electricity Act.

### **2.2 Application of Terms and Conditions**

These terms and conditions apply to the Customer if the Premises are connected to the Distributor's Embedded Supply Network and there is no Negotiated Connection Contract in force with respect to the Premises.

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## **3. Term**

### **3.1 Commencement of Contract**

This Contract starts on the date the Distributor first provides the Customer with Customer Connection Services at the Premises in accordance with the Electricity Act.

### **3.2 End of Contract**

(a) This Contract ends:

- (1) subject to clause 3.2(b), the end of 5 Business Days commencing when the Customer or the Customer's Retail Entity notifies the Distributor that the Customer wishes the provision of Customer Connection Services to the Customer at the Premises to be terminated (even if the Customer has vacated the Premises earlier) (**Termination Notice**);
- (2) when the provision of Customer Connection Services to the Premises commences under a Negotiated Connection Contract; or
- (3) 10 Business Days after the Distributor Disconnects the Premises if the Customer has not:
  - (A) met the requirements for reconnection set out in this Contract and the Electricity Industry Code; and
  - (B) made a request to its Retail Entity to be reconnected,within that time.

(b) If the Customer's Retail Entity gives a Termination Notice but the Customer does not give safe and unhindered access to the Premises to conduct a final meter reading

(where relevant), then this Contract will not end under clause 3.2(a)(1) until the earlier of:

- (1) the end of the Notice Period commencing on safe access being given; and
  - (2) when the meter is read.
- (c) Rights and obligations accrued before the end of this Contract continue despite the end of the Contract, including any obligations to pay any amounts to the Distributor.

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## **4. Scope**

### **4.1 Covered by this Contract**

Subject to the Electricity Legislation, the Distributor will provide the following Customer Connection Services to the Customer in accordance with this Contract:

- (a) connection of the Premises to the Embedded Supply Network to allow the supply of electricity from the Embedded Supply Network to the Premises; and
- (b) supply of electricity from the Embedded Supply Network to the Premises.

### **4.2 Not Covered by this Contract**

This Contract does not cover:

- (a) the connection to the Distributor's Embedded Supply Network of any generating plant the Customer may have on the Premises for the purpose of exporting electricity into the Distributor's Embedded Supply Network (the Customer will need to enter into a separate agreement with the Distributor if the Customer intends to export electricity into the Distributor's Embedded Supply Network);
- (b) the provision of Customer Retail Services to the Premises which will be governed by the Customer's Retail Contract with the Retail Entity; and
- (c) the arrangement for connecting the Customer to the Distributor's Embedded Supply Network where there is not currently a network available to the Premises (in this situation, the Customer may be required to pay the Distributor a capital contribution towards the establishment of the network and this will be dealt with by a separate agreement).

### **4.3 Customer Connection Point**

- (a) Subject to the Electricity Legislation, the Distributor must provide, install and maintain equipment for the provision of Customer Connection Services to create a Customer Connection Point at the Premises in a manner which is safe and in accordance with the Electricity Legislation.
- (b) The Distributor's obligations extend to the supply point for the delivery of electricity from the Embedded Supply Network for the Premises and not beyond.

#### **4.4 Guaranteed Service Levels**

Under the Electricity Industry Code, the Distributor is required to meet certain guaranteed service levels if the Customer is a Small Customer. If the Distributor does not meet a relevant guaranteed service level and the Customer is entitled to a payment under the Electricity Industry Code, then the Distributor must make that payment in accordance with the Electricity Industry Code.

#### **4.5 Compliance with Electricity Legislation**

The Distributor must comply with applicable Electricity Legislation relating to the provision of Customer Connection Services to the Premises.

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### **5. The Customer's General Obligations**

#### **5.1 Full Information**

The Customer must give the Distributor any information the Distributor reasonably requires for the purposes of this Contract. The information must be correct, and the Customer must not mislead or deceive the Distributor in relation to any information provided to the Distributor.

#### **5.2 Updating Information**

- (a) The Customer must tell the Distributor or the Customer's Retail Entity promptly if:
  - (1) information the Customer has provided to the Distributor changes, including if the Customer's billing address changes; or
  - (2) the Customer is aware of any change that materially affects access to the Customer's meter or to other equipment involved in providing metering services at the Premises.
  
- (b) The Customer must tell the Distributor promptly if there is any:
  - (1) proposed change in wiring or plant equipment, including metering equipment, or any change to the operation of connected plant or equipment which may affect the quality, reliability, safety or metering of the connection or the supply of electricity to the Premises or any other person; or
  - (2) permanent material change to the electrical load or pattern of usage at the Premises.

#### **5.3 Non-Owner Obligations**

If the Customer cannot meet an obligation relating to the Premises under this Contract because the Customer is not the owner of the Premises, the Customer will not be in breach of the obligation if it takes all reasonable steps to ensure that the owner or other person responsible for the Premises fulfils the obligation.

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### **6. The Distributor's Liability**

- (a) The *Trade Practices Act 1974* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.



- (b) To the extent permitted by law, the Distributor gives no condition, warranty or undertaking, and makes no representation to the Customer, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this Contract.
  - (c) Any liability the Distributor has to the Customer under these laws that cannot be excluded but that can be limited is (at the Distributor's option) limited to:
    - (1) providing equivalent goods or services provided under this Contract to the Premises; or
    - (2) paying the Customer the cost of replacing the goods or services provided under this Contract to the Premises, or acquiring equivalent goods or services.
  - (d) Unless the Distributor has acted in bad faith or negligently, the Distributor is not liable for any loss or damage the Customer suffers as a result of the total or partial failure of the Customer Connection Services to the Premises, which includes any loss or damage the Customer suffers as a result.
  - (e) This clause 6 survives termination of this Contract.
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## **7. Access to the Premises**

### **7.1 The Customer's Obligations**

The Customer must provide the Distributor and the Distributor's authorised representatives (together with all necessary equipment), safe, convenient and unhindered access to the Premises, including taking appropriate action to prevent menacing or attack by animals at the Premises, at any reasonable time to:

- (a) read, test, maintain, inspect or alter any meter at the Premises;
- (b) calculate or measure electricity supplied or taken at the Premises;
- (c) check the accuracy of metered consumption at the Premises;
- (d) replace meters, control apparatus and other Electrical Equipment of ours;
- (e) connect, Disconnect or reconnect the Premises;
- (f) examine or inspect an Electrical Installation at the Premises;
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of the Distributor's works at the Premises;
- (h) undertake repairs, testing or maintenance of the Embedded Supply Network;
- (i) clear vegetation from Electric Lines and equipment owned by us;
- (j) take action to decide the appropriate tariff or charging category for the Premises; and perform services requested by the Customer or the Customer's Retail Entity.

## **7.2 The Distributor's Obligations**

The Distributor and its representatives seeking access to the Premises must:

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

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## **8. Charges**

### **8.1 Amount of Charges**

The Customer must pay the Distributor for Network Charges and Distribution Non-Network Charges in accordance with this clauses 8 and 9.

### **8.2 Network Charges and Distribution Non-Network Charges**

- (a) The Network Charges and Distribution Non-Network Charges for a Billing Cycle will be the amount determined by the Distributor from time to time in accordance with all applicable regulatory instruments (including any relevant processes set down in those instruments).
- (b) The Distributor must notify the Customer's Retail Entity of choice (or the Customer, if the Distributor bills the Customer directly) whenever there is a change in the Network Charges and Distribution Non-Network Charges or a material change in the processes for their determination.
- (c) Examples of Distribution Non-Network Charges are Disconnection Fees, reconnection fees and meter test fees.

### **8.3 Charging Categories**

- (a) If there are any conditions that are relevant to any tariff or charging category which applies to the Customer for provision of Customer Connection Services to the Premises, the Distributor must advise the Customer or the Customer's Retail Entity of those conditions.
- (b) The Customer must comply with any conditions referred to in clause 8.3(a).
- (c) If the Customer does not comply with the conditions referred to in clause 8.3(a), the Distributor may change the tariff or charging category that applies to the Customer.

### **8.4 GST**

- (a) Amounts payable under this Contract from time to time may be stated to be exclusive or inclusive of GST.
- (b) Clause 8.4(a) applies unless an amount is stated to include GST.
- (c) Where an amount paid by the Customer under this Contract is payment for a 'taxable supply' as defined for GST purposes, to the extent permitted by law, that payment will

be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

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## **9. Billing**

### **9.1 General**

- (a) Subject to clause 9.1(c), the Distributor must prepare and submit to the Customer's Retail Entity a bill for Network Charges and Distribution Non-Network Charges on a least a quarterly basis or at other times agreed with the Customer's Retail Entity.
- (b) Subject to clause 9.1(c), the Customer must pay the Network Charges and Distribution Non-Network Charges to the Customer's Retail Entity. If the Customer pays Network Charges and Distribution Non-Network Charges to the Customer's Retail Entity, the Customer is taken to have paid that amount to the Distributor.
- (c) Subject to clause 9.1(d), the Distributor will bill the Customer directly for Network Charges and Distribution Non-Network Charges if:
  - (1) the Customer requests and the Distributor agree (in the Distributor's absolute discretion); or
  - (2) the Distributor elects to do so (on giving notice to the Customer and, for Network Charges, the Customer's Retail Entity).
- (d) Except for Distribution Non-Network Charges, the Distributor cannot bill the Customer directly if the Customer is a Small Customer unless:
  - (1) the Customer is a Customer who acquires energy for any use except a domestic use;
  - (2) the Customer has one or more relevant Premises or group of Premises;
  - (3) the Customer is a Small Customer in respect of one or more of those Premises; and
  - (4) the aggregate of the annual energy consumption level for those Premises equals or exceeds 100 megawatt hours of electricity per annum,  
  
and the Distributor has agreed with the Customer in writing, by obtaining the Customer's Explicit Informed Consent, that the Distributor may bill the Customer directly for Network Charges.
- (e) If requested, each party must supply to the other such supporting material, data and information in respect of the statements that the other party reasonably requires.

### **9.2 Payment**

If the Distributor is billing the Customer directly, the Customer must:

- (a) pay the amount to the bank account nominated by the Distributor from time to time;  
and

- (b) communicate in writing details of the payment to the Distributor on the same day as the payment is made.

### **9.3 Billing Disputes**

- (a) If the Distributor is billing the Customer directly and a bill is disputed by the Customer on a genuine basis, the Customer must:
  - (1) pay the greater of:
    - (A) the portion of the bill which the Customer does not dispute; or
    - (B) an amount equal to the average of the Customer's bills in the last 12 months;
  - (2) provide the Distributor with a detailed statement of the Customer's objection to the disputed amount; and
  - (3) pay any further bills the Customer receives while the dispute is being resolved.
- (b) The parties must seek to resolve the dispute in good faith.
- (c) Within 5 Business Days of the settlement of the dispute, any amount agreed or determined to be paid must be paid by the Customer.

### **9.4 Dishonoured Payments**

If the Distributor is billing the Customer directly and a payment the Customer makes is dishonoured, and the Distributor incurs a fee as a result, the Customer must pay the Distributor an amount equal to the sum of:

- (a) any fee charged to the Distributor by its bank; and
- (b) a reasonable fee notified by the Distributor to cover its administration costs.

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## **10. Security Deposits and Bank Guarantees**

### **10.1 Application**

Clause 10 only applies if the Distributor is billing the Customer directly for Customer Connection Services.

### **10.2 Security Deposit and Bank Guarantee**

- (a) The Distributor may require that the Customer provides a Security Deposit at the commencement of this Contract or at any time during the term of the Contract following a credit check and an assessment of the Customer's ability to meet its financial obligations under this Contract.
- (b) Unless otherwise agreed, the maximum amount of the Security Deposit will not be greater than:

- (1) 1.5 times the estimated quarterly bill for a Customer who is on a quarterly Billing Cycle; and
  - (2) 2.5 times the estimated monthly bill for a Customer who is on a monthly Billing Cycle.
- (c) The Customer may provide a Security Deposit in the form of a bank guarantee.

### **10.3 Estimated Billing Cycle**

For the purposes of clause 10.2(b), the Customer's estimated or quarterly bill will be based on:

- (a) the Customer's previous billing history;
- (b) the previous billing history at the Premises; or
- (c) typical electricity usage of Customers of the same type as the Customer.

### **10.4 Interest on Security Deposits**

- (a) Where the Customer has paid a Security Deposit, the Distributor must pay the Customer interest on the Security Deposit at the bank bill rate.
- (b) For the purposes of this clause 10.4, 'bank bill rate' means a daily published rate no less than the pre-tax rate of return the retailer would earn over the period the retailer retains the Security Deposit if it were invested in bank bills that have a term of 90 days.

### **10.5 Use of a Security Deposit or Bank Guarantee**

- (a) The Distributor may use the Security Deposit, and any interest earned on the Security Deposit, to offset any amount the Customer owes under this Contract:
  - (1) if the Customer fails to pay a bill and as a result the Distributor arranges for the Disconnection of the Premises; or
  - (2) in relation to a final bill (i.e. a bill the Distributor issues when the Customer vacates the Premises or when the Customer stops purchasing electricity from the Distributor at the Premises or when the Customer requests that the Premises be Disconnected).
- (b) If the Distributor uses the Security Deposit or any accrued interest to offset amounts owed to us, the Distributor will advise the Customer within 10 Business Days.

### **10.6 Increase in Security Deposit**

- (a) The Distributor may request that the Customer increases the amount of the Security Deposit at any time during the term of this Contract to ensure that the Security Deposit held is sufficient to secure the Customer's current electricity consumption taking into account the limits on Security Deposits under clause 10.1.
- (b) We may also request that the Customer increases the amount of the Security Deposit as a result of a credit check and an assessment of the Customer's ability to meet its financial obligations under this Contract.

## **10.7 Return of Security Deposit**

- (a) Subject to a credit check and a satisfactory assessment of the Customer's ability to meet its financial obligations under this Contract, the Distributor will return the Security Deposit and any accrued interest in the following circumstances:
    - (1) the Customer completes 2 years' payments by the due dates on the Distributor's initial bills; or
    - (2) subject to clause 12.3 of this Contract, the Customer stops purchasing the electricity at the relevant Premises under this Contract.
  - (b) If the Customer does not give the Distributor any reasonable instructions, the Distributor will credit the amount of the Security Deposit, together with any accrued interest, to the Customer's next bill.
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## **11. Interruption to Supply**

### **11.1 Acknowledgement**

The Customer acknowledges that the provision of Customer Connection Services to the Premises may be interrupted or limited in the circumstances set out in the Electricity Legislation or in accordance with the conditions of any applicable tariff or charging category.

### **11.2 Interruptions**

- (a) Subject to clause 11.2(b), the Distributor must notify the Customer of a planned Interruption at least 2 Business Days prior to the planned Interruption and, subject to clause 11.3 (if applicable), that notice may be by mail, letterbox drop, press advertisement or other appropriate means.
- (b) For work that needs to be performed without delay to prevent, rectify or mitigate an Emergency, the Distributor must give the Customer whatever notice is reasonable in the circumstances.

### **11.3 Life Support Equipment**

If the Customer has registered the Premises with the Customer's Retail Entity as having Life Support Equipment, the Distributor must give the Customer:

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

### **11.4 Information about Interruptions**

- (a) If the Customer requests the Distributor to do so, the Distributor will use its best endeavours to explain:
  - (1) an Interruption to the supply of electricity to the Premises; and

- (2) supply of electricity to the Premises of a quality in breach of any relevant standards under Electricity Legislation.
- (b) If the Customer requests an explanation be in writing, the Distributor must, within 10 Business Days of receiving the request, give the Customer either:
  - (1) the written explanation; or
  - (2) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by the Customer's Retail Entity, the Distributor may refer the Customer to its Retail Entity to provide information.

## **11.5 Emergencies**

If the supply of electricity to the Premises is interrupted in or as a result of an Emergency, the Distributor must:

- (a) make information on the following available:
  - (1) the nature of the Emergency; and
  - (2) where reasonably possible, an estimate of the time when the supply of electricity will be restored; and
- (b) use all reasonable endeavours to restore the supply of electricity to the Premises as soon as possible.

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## **12. Disconnection of Supply**

### **12.1 Disconnection**

- (a) The Distributor may arrange for the Disconnection of the Premises if:
  - (1) the Customer's Retail Entity informs the Distributor that they have a right to arrange for the Customer's Disconnection under this contract with the Customer and requests that the Distributor arrange such Disconnection;
  - (2) if, in breach of clause 14, the electricity or services provided to the Customer, or the Distributor's equipment at the Premises, are wrongfully used or tampered with;
  - (3) the Customer refuses or fails to pay the Distributor following a request by the Distributor for a capital contribution towards the costs incurred, or to be incurred, by the Distributor in extending, or increasing the capacity of, the Distributor's Embedded Supply Network to provide Customer Connection Services to the Premises;
  - (4) if the Customer fails to give the Distributor safe access in accordance with clause 7 or any other requirement under the Electricity Legislation;
  - (5) for reasons of health and safety;

- (6) in an Emergency;
  - (7) if required to do so at the direction of State or Federal police;
  - (8) if the Customer has provided false information to the Distributor or the Customer's Retail Entity (in circumstances where the Customer would not have been entitled to be connected if the false information had not been provided);
  - (9) if the Customer does not provide and maintain space, equipment, access, facilities or anything else, the Customer must provide for the Customer Connection Services under the Electricity Legislation or this Contract; or
  - (10) if the Distributor is otherwise permitted by Electricity Legislation to Disconnect the Premises.
- (b) The Distributor may only otherwise Disconnect the Premises under clauses 12.1(a)(4), 12.1(a)(8) and 12.1(a)(9) if:
- (1) the Distributor has sent the Customer a Disconnection Warning that:
    - (A) requires the Customer to rectify, within 5 Business Days after receipt of the Disconnection Warning, the issue that could lead to Disconnection; and
    - (B) carries a warning of the consequences of failing to comply with the Disconnection Warning;
  - (2) in relation to safe access only, the Distributor has used its best endeavours to contact the Customer to arrange an appointment with the Customer for safe access to the Premises in addition to providing the notices in clause 12.1(b); and
  - (3) the Customer fails to comply with the Disconnection Warning within 5 Business Days after receiving it.

## 12.2 Life Support Equipment

Except in an Emergency, the Distributor must not Disconnect the Premises if it is registered as having Life Support Equipment.

## 12.3 Cannot Disconnect

- (a) Subject to clause 12.3(b), the Premises may not be Disconnected during the following times (**Protected Period**):
- (1) on a Business Day before 8.00am or after 3.00pm;
  - (2) on a Friday or the day before a public holiday;
  - (3) on a weekend or a public holiday;
  - (4) on the days between 20 December and 31 December (both inclusive) in any year; or



- (5) if the Customer is being Disconnected under clause 12.1, during an extreme weather event.
- (b) The Premises may be Disconnected within the Protected Period:
  - (1) for any reasons of health and safety or an Emergency;
  - (2) as directed by a relevant authority;
  - (3) if, in breach of clause 14, the electricity or services provided to the Customer, or the Distributor's equipment at the Premises, are wrongfully used or tampered with;
  - (4) if the Customer requests the Distributor to arrange Disconnection within the Protected Period or with the Customer's agreement;
  - (5) if the Premises contains a commercial business that only operates within the Protected Period and where access to the Premises is necessary to effect Disconnection;
  - (6) where the Distributor reasonably believes the Premises are not occupied; or
  - (7) as directed by State or Federal police.

#### **12.4 Distributor's Rights After Disconnection**

The Disconnection of the Premises does not limit or waive any of the parties' rights and obligations under this Contract arising before Disconnection, including any of the Customer's obligations to pay amounts to the Distributor or the Customer's Retail Entity.

#### **12.5 Disconnection Fee**

If the Customer has not complied with a Disconnection Warning and the Distributor arrives at the Premises to Disconnect the Premises but does not do so because the Customer rectified the matter referred to in the Disconnection Warning to the Distributor's satisfaction, the Customer must pay the Distributor a reasonable fee for the attendance at the Premises.

#### **12.6 Unpaid Bills**

- (a) This clause 12.6 only applies where the Distributor is billing the Customer directly for Customer Connection Services.
- (b) If the Distributor bills the Customer directly and the Customer has failed to pay the bill by the due date, the Distributor may send the Customer a reminder notice which:
  - (1) gives the Customer at least 5 Business Days after it is sent to make payment; and
  - (2) warns the Customer that the Distributor may Disconnect the Premises if payment is not made.
- (c) We may send a Disconnection Warning if the Customer fails to make a payment in accordance with the reminder notice.

- (d) If the Customer fails to comply with the Disconnection Warning within 5 Business Days after its receipt, the Distributor may Disconnect the Premises unless the amount due is less than the amount approved by the QCA.

### **12.7 Failure to Pay Security Deposit**

- (a) This clause 12.7 only applies where the Distributor is billing the Customer directly for Customer Connection Services.
- (b) The Supplier may send the Customer a Disconnection Warning if the Distributor is entitled to require a Security Deposit from the Customer, the Distributor requests a Security Deposit and the Customer fails to pay a Security Deposit. The Disconnection Warning must give the Customer at least a further 5 Business Days after its receipt to make payment.
- (c) If the Customer fails to make payment by the date specified in the Disconnection Warning, the Distributor may Disconnect the Premises.

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## **13. Reconnection**

### **13.1 Obligations**

- (a) The Distributor must arrange for the reconnection of the Premises in accordance with clause 13.2 if:
  - (1) Disconnection results from the Customer's act or omission, under this Contract or otherwise; and
  - (2) within 10 Business Days of the Disconnection:
    - (A) the Customer have rectified the matter which led to the Disconnection of the Premises, including complying with any requirements set out in the Customer's Retail Contract with the Customer's Retail Entity; and
    - (B) the Customer's Retail Entity makes a request to the Distributor for reconnection on the Customer's behalf.
- (b) The Distributor may terminate this Contract 10 Business Days following Disconnection if the Customer does not meet the requirements in clause 13.1(a).

### **13.2 Time for Reconnection**

If, at the time of the request for reconnection:

- (a) the Customer has paid the relevant reconnection fee;
- (b) the Customer has complied with the Distributor's requirements (including, if applicable, the payment of a Security Deposit);
- (c) the necessary electrical infrastructure to make the reconnection remains in place; and
- (d) the Customer provides safe access to the Premises,

the Distributor must reconnect the Premises within 48 hours of the Customer confirming that it complies with the above requirements, unless the Customer requests a later time.

### **13.3 Wrongful Disconnection**

- (a) This clause 13.3 applies if the Distributor Disconnects the Premises where the Distributor (or a person requesting the Distributor to do so) did not have a right to do so.
- (b) The Distributor must, without charge to the Customer, reconnect the Premises as soon as reasonably possible.

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## **14. Wrongful and Illegal Use**

### **14.1 Prohibited Actions**

The Customer must not, and must take reasonable steps to ensure others do not:

- (a) illegally use the electricity supplied to the Premises;
- (b) interfere or allow interference with any of the Distributor's equipment that is at the Premises except as may be permitted by law;
- (c) use the electricity supplied to the Premises or any Electrical Equipment in a manner that:
  - (1) unreasonably interferes with the connection or supply of electricity to another customer; or
  - (2) causes damage or interference to any third party,
- (d) allow the Customer Connection Services provided by the Distributor to be used otherwise than in accordance with this Contract and the Electricity Legislation; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

### **14.2 Consequences**

If the Customer has breached clause 14.1 of this Contract, the Distributor or the Retail Entity may, in accordance with the Electricity Legislation:

- (a) estimate the amount of electricity so obtained and bill the Customer or take debt recovery action against the Customer for that amount;
- (b) undertake any necessary rectification work at the Customer's cost; and
- (c) arrange for the immediate Disconnection of the Premises.

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## 15. Embedded Network

### 15.1 Registrable Exemption

- (a) The Distributor operates and controls a private embedded electricity network in the Site, from which the Distributor is entitled to distribute electricity to customers within the Site.
- (b) The Distributor is exempt from the requirement to register as a network service provider. This exemption is registered under Australian Energy Regulator reference AER-N0336/14.
- (c) The Distributor is an Exempt Embedded Network Service Provider pursuant to the definition under the National Electricity Rules, meaning it is:
  - (1) authorised to distribute electricity to its customers; and
  - (2) not subject to all obligations of registered network service providers under the Embedded Supply Network.

### 15.2 Special Approval Holder

- (a) The Distributor is Special Approval Holder under Part 7 of the *Electricity Act 1994* (Qld). Under this Special Approval, the Distributor (who is the Supplier) is authorised to:
  - (1) connect the Distributor's Embedded Supply Network to Ergon Energy's supply network;
  - (2) operate an 11kV underground electric supply network within the Site for the purpose of distributing a supply of electricity to Customers within the Site; and
  - (3) supply electricity using the Distributor's Embedded Supply Network within the Site.

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## 16. Embedded Network Manager

### 16.1 Appointment

- (a) The Distributor may appoint an Embedded Network Manager (**ENM**) to facilitate the transfer of customers from off-market to on-market (and back again if required) by either:
  - (1) acting as the ENM to provide Embedded Network Management Services for the Embedded Supply Network;
  - (2) engaging an ENM to provide Embedded Network Management Services for the Embedded Supply Network; or
  - (3) entering into an agreement with an ENM for the provision of Embedded Network Management Services for the Embedded Supply Network where that person has engaged an ENM under clause 16.1(a)(2).
- (b) The ENM must:

- (1) be accredited and registered by the AEMO in accordance with clause 7.4.2A of the National Electricity Rules;
- (2) be able to exhibit to the reasonable satisfaction of the AEMO the capabilities listed under clause S7.7.2 of the National Electricity Rules; and
- (3) comply with the Service Level Procedures published by the AEMO.

## 16.2 Embedded Network Management Services

- (a) In addition to all requirements under the National Electricity Rules, the ENM must provide Embedded Network Management Services in accordance with the National Electricity Rules and the procedures authorised under the National Electricity Rules, which may include (but is not limited to):
  - (1) providing market interface services for Customer Connection Points, which are services that link customers to the National Electricity Market systems;
  - (2) creating a National Metering Identifier (**NMI**) for each Customer Connection Point;
  - (3) upon request from a customer's Retail Entity, applying to the AEMO for NMIs for Customer Connection Points in the Embedded Supply Network;
  - (4) maintaining a register of all allocated NMIs;
  - (5) registering NMIs in the Market Settlements and Transfer Solution (**MSATS**);
  - (6) establishing and maintaining the NMI Standing Data (as defined in the National Electricity Rules) for NMIs registered with MSATS; and
  - (7) maintaining and managing relevant Embedded Supply Network wiring information and meter arrangements.
- (b) In the provision of ENM Services, the ENM must:
  - (1) comply with all directions from AEMO to fulfil any obligations;
  - (2) cooperate in good faith with AEMO and other relevant authorities;
  - (3) ensure any information collected by the ENM is kept confidential and secure in accordance with the National Electricity Rules and only provided to persons entitled to have such access;
  - (4) ensure the Distributor has a valid exemption from the AER with regard to the requirement to be registered as a Exempt Embedded Network Service Provider; and
  - (5) inform the AEMO within 5 Business Days of becoming aware that the Distributor no longer has a valid exemption.
- (c) The ENM must maintain information about the Embedded Supply Network, which includes:

- (1) type and configuration of metering installations for all Customer Connection Points;
- (2) subtractive or other arrangements used in respect of those metering installations;
- (3) relevant wiring information for the Embedded Supply Network;
- (4) version control of the wiring information for the Embedded Supply Network;
- (5) DLFs application to each Customer Connection Point; and
- (6) correspondence with all persons.

### **16.3 Subcontractors**

Where an ENM engages a subcontractor to perform any of its obligations specified in the National Electricity Rules or this Customer Connection Contract, the ENM:

- (a) must ensure that auditable processes are in place to certify that all work performed by the subcontractor complies with the National Electricity Rules and this Customer Connection Contract;
- (b) remains liable for all acts and omissions of any subcontractor;
- (c) must have policies and procedures for assessing the subcontractor's capability and competency where the ENM engages a subcontractor to provide opinions and interpretations of technical information, and must provide the authorisation for the subcontractor to provide the opinion and interpretation;
- (d) must provide the AEMO, upon request, with any information pertaining to the subcontractor that the AEMO reasonably considers necessary for the discharge of the ENM's responsibilities under the National Electricity Rules; and
- (e) must notify AEMO immediately if the ENM elects to engage or change a subcontractor for the delivery of any part of the services for which the ENM is accredited and subject to the AEMO's assessment of the notification:
  - (1) the ENM may be required to undertake an accreditation review to approve the engagement or change; and
  - (2) where practicable, the accreditation review may take place as part of the next scheduled ENM audit.

### **16.4 Insurance**

The ENM must:

- (a) hold public liability insurance for an amount not less than \$5,000,000 per occurrence;
- (b) hold professional indemnity insurance for an amount not less than \$1,000,000 per occurrence, which must be maintained for a period of 7 years after termination of the ENM's accreditation; and
- (c) provide the AEMO with certified copies of insurance policies upon request.

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## 17. Notices and Bills

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or any laws or the Rules say otherwise.
- (b) A notice or bill sent under this Contract is taken to have been received by the Customer or by the Distributor (as relevant):
  - (1) on the date it is handed to the party, left at the Customer's Premises or one of the Distributor's offices or successfully faxed to the party (which occurred when the sender received a transmission report to that effect);
  - (2) on the date 2 Business Days after it is posted; or
  - (3) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between the parties.
- (c) The Distributor's contact details for the Customer to contact the Distributor or send a notice are as set as in each bill, or as notified from time to time.

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## 18. Privacy Act Notice

- (a) The Distributor will comply with the privacy obligations under the *Privacy Act 1988* (Cth) in relation to the Customer's personal information. The Customer can find the Distributor's privacy statement on its website. If the Customer has any questions, the Distributor can be contacted using the contact details on the website.
- (b) The Distributor may, however, use and disclose the Customer's personal information:
  - (1) where the Customer gives written consent;
  - (2) to comply with the Distributor's legal obligations;
  - (3) to comply with disclosure requirements where authorised or required by law;
  - (4) to the Customer's Distribution Entity to arrange for customer connection services;
  - (5) to a metering provider to enable meter reading;
  - (6) to check the Customer's previous payment history with the Distributor and undertake a credit history check; and
  - (7) for the purpose as set out in the Distributor's privacy statement.

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## 19. Complaints and Dispute Resolution

### 19.1 Complaints

If the Customer has a complaint relating to the sale of electricity, or this Contract generally, the Customer may lodge a complaint with the Distributor in accordance with the Distributor's standard complaints and dispute resolution procedures.

The Distributor's standard complaints and dispute resolution procedures are included in the Distributor's Customer Service Standard published on its website.

## **19.2 Handling Complaints**

If the Customer makes a complaint, the Distributor must:

- (a) respond to the complaint within the required timeframes set out in the Distributor's standard complaints and dispute resolution procedures; and
- (b) inform the Customer of the outcome of the complaint and the reasons for the Distributor's decision.

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## **20. Force Majeure**

### **20.1 Effect of Force Majeure Event**

If either party to this Contract cannot meet an obligation under this Contract because of an event outside the control of that part (**Force Majeure Event**):

- (a) the obligation, other than the obligation to pay money, is suspended to the extent it is affected by the Force Majeure Event for as long as the Force Majeure Event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the Force Majeure Event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### **20.2 Deemed Prompt Notice**

If the effects of a Force Majeure Event are widespread, the Distributor will be deemed to have given prompt notice if the Distributor makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event or otherwise as soon as practicable.

### **20.3 Obligations to Remove, Overcome or Minimise Effects**

A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as soon as practicable.

### **20.4 Settlement of Industrial Disputes**

Nothing in this clause 20 requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

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## **21. Applicable Law**

The laws of Queensland govern this Contract.



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## **22. General**

### **22.1 The Distributor's Obligations**

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

- (a) the Distributor is taken to have complied with the obligation if another person does it on the Distributor's behalf; and
- (b) if the obligation is not complied with, the Distributor remains liable for the failure to comply with this Contract.

### **22.2 Ending of One Contract**

To avoid doubt, if the Distributor is a party to both a Standard Connection Contract and a Retail Contract, the end of one contract does not affect the other contract.

### **22.3 Amending this Contract**

- (a) This Contract may only be amended in a way which is permitted by law (including the National Electricity Law and National Electricity Rules).
- (b) The Distributor must publish any amendments to this Contract on the Distributor's website.
- (c) Where there is an inconsistency between this Contract and the provision of any law, then to the extent the Distributor is not able to contract out of the law, the law will prevail.