

Date: 11/01/2023

Electrical Design Group
Suite 4 / 655 Sherwood Road
Sherwood, Queensland 4075



Attention: Shaun Stevenson

Connection Offer

Application Reference No. CX22GOL0883514A
Work Request No. WR7761405
Project Description InsTx 1118 Gold Coast Hwy, Palm Beach

Connection offer – Demand

We refer to the above application and are pleased to provide you with this connection offer to carry out certain design and construction activities to alter the connection between your property and our distribution network.

Please read this connection offer (including the specific connection details, details of work and terms and conditions), carefully, especially in relation to the obligations placed on you.

Acceptance to form a binding contract

If you are the Retail Customer listed in the application, you (or your duly authorised representative) can accept this connection offer to form a binding connection contract between you and us for us to carry out the above activities.

Note that any purported execution of this connection offer by a person other than the Retail Customer will constitute a warranty that such person is duly authorised by the Retail Customer to act for it.

No changes

You cannot make any changes to this connection offer without our prior written agreement. Any such purported changes will make your acceptance invalid (meaning that no contract will be formed).

As such, please email SEConnectionsPlanning@energex.com.au if any of the details in this offer are incorrect, so that we can resolve this for you.

Time limit for acceptance

You have **20 business days** from the date of this letter to accept this connection offer – otherwise it will lapse (and you will need to redo the enquiry and application process if you wish to proceed). This will result in us giving you a different connection offer, which may involve different timing or costs.

Process to accept this offer

This offer can be accepted either electronically or manually, as set out below. Note that all steps must be **strictly followed** for the acceptance to be valid. This includes you not making any changes to the offer (as this will be taken to be a counter-offer and will not be accepted by us).

Execution method 1: Electronic acceptance via our portal

This is done by:

- logging in to the Energex Portal (www.energex.com.au/energexportals);
- using the above Application Reference number to View the offer; and
- selecting "Accept Offer".

Corporate Office
26 Reddacliff Street
Newstead Qld 4006

GPO Box 1461
Brisbane Qld 4001

Telephone (07) 3664 4000
Facsimile (07) 3025 8301

energex.com.au

Energex Limited
ABN 40 078 849 055

Execution method 2: Electronic signature acceptance via email

This is done by:

- the Retail Customer (or the Retail Customer's authorised representative) inserting a digital signature (which **must** contain an electronic visual representation of their manual signature) into the execution page; and
- emailing the **full** document to SEConnectionsPlanning@energex.com.au (note that we do not require a hard copy).

Execution method 3: Non-electronic acceptance via email

This is done by:

- printing out **all** of this connection offer (including the attached terms and conditions);
- the Retail Customer (or the Retail Customer's authorised representative) manually signing the execution page; and
- scanning and emailing the **full** document to SEConnectionsPlanning@energex.com.au (note that we do not require a hard copy).

For the acceptance to be valid, we **must** receive the executed connection offer within **20 business days** of the date of this letter.

Note that we may withdraw this connection offer before it is accepted, so long as we provide you with a revised connection offer.

Summary of contract

You should read the entirety of the attached connection offer. Note in particular the following:

Part 1: Specific Connection Details	This part sets out specific details of your connection (including the estimated amount payable).
Part 2: Details of Work	This part sets out details of the works and the program for the works.
Part 3: Terms and Conditions	This part contains all of the general terms and conditions (including various obligations on you).
Part 3: Clause 4 "Works Process"	This clause sets out the process for the works and contains a number of requirements for your works that you need to be familiar with.
Part 3: Clause 5 "Obligations"	This clause sets out further general obligations on you.

Please contact Jory Evans on telephone 0409 706 833 if you have any questions.

Yours sincerely,

Energex Authorised Person

Execution Page

Acceptance by the Retail Customer (or the Retail Customer's authorised representative/agent)

The Retail Customer hereby accepts the connection offer (comprising the cover letter, execution page, specific connection details, details of work and terms and conditions).

PLEASE SELECT APPROPRIATE SIGNING ARRANGEMENT FROM THE FOLLOWING OPTIONS

Note: the Retail Customer must be a legal entity (not a trust or similar).

If the Retail Customer is an individual and is executing this contract itself:

Signature _____	Signature of witness _____
Name (printed) _____	Name (printed) _____
Date _____	Date _____

If the Retail Customer is a corporate entity (e.g. a company) and is executing this contract itself:

Company name: _____

Signature of director _____	Signature of director/ secretary _____
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OR

Signature of authorised representative _____	Signature of witness _____
Name (printed) _____	Name (printed) _____
Date _____	Date _____

OR

If an authorised agent is executing this contract on the Retail Customer's behalf:

If this section is executed, the entity signing warrants that the Retail Customer is aware of the terms of this offer and has authorised that entity to accept this offer on its behalf.

Retail Customer name: _____

Agent's name/entity name: _____

Signature of director _____	Signature of director/secretary _____
OR	OR
Signature of authorised representative/ individual _____	Signature of witness _____
Name (printed) _____	Name (printed) _____
Date _____	Date _____

PART 1: SPECIFIC CONNECTION DETAILS

1. Energex Details & Address for Notices (Us, our or we)	Energex Limited ABN 40 078 849 055 Energex Limited GPO Box 1461 BRISBANE QLD 4001 Attention: Jory Evans Email: jory.evans@energyq.com.au Project Coordinator: Eddie Connellan Telephone: 0427 587 869
2. Retail Customer Details & Address for Notices (You or your)	Ron Bomgaars ABN or ACN: 37067391511 Australian Leisure and Hospitality Group Pty PO Box 870 Bulimba, Queensland 4171 Email: ron.bomgaars@alhgroup.com.au
3. Premises	1118 Gold Coast Hwy, Palm Beach, Queensland 4221 / L1 SP108052
4. Connection point	The <i>connection point</i> will be located at the following point shown in the <i>accepted Customer drawings</i> : Low Voltage or Load Terminals: At the low voltage terminals of a distribution transformer at your premises (or the load terminals of a switch or circuit protective device installed by us at such transformer).
5. NMI	The <i>NMI</i> for the above <i>connection point</i> is QB009783969
6. Maximum Connection Capacity	The maximum potential capacity of the <i>connection point</i> for <i>importing</i> electricity will be: <ul style="list-style-type: none"> • 500 amps per phase, three phase; or provided that: <ul style="list-style-type: none"> • the instantaneous <i>power transfer</i> across the <i>connection point</i> does not exceed this limit; and • the load is evenly balanced in accordance with section 4.1 of the <i>QECM</i> across each phase. The <i>connection point</i> will be fused at 500A..
7. Estimate of amount payable	N/A
8. Service line upgrade charges	If the existing <i>service line</i> needs to be upgraded, there will be an additional cost. This may be between \$1,000 and \$3,000, and will be invoiced to <i>you</i> by <i>your</i> electricity retailer. A quote will be provided after we have received the <i>Electrical Work Request (EWR)</i> . <i>You</i> may wish to discuss this with <i>your</i> electrical contractor.
9. Removal of temporary works	N/A
10. Tax invoice schedule	For the <i>amount payable</i> , the following applies: N/A Note: We will not start any part of the <i>Energex activities</i> until we have received payment (or acceptable security at <i>our</i> absolute discretion) for those <i>Energex activities</i> .
11. Accepted Customer drawings	Refers to signed accepted site drawings EN01 (Rev C), EN02 (Rev C), EN03 (Rev C) and EN04 (Rev B)

PART 2: DETAILS OF WORK

1. **ENERGEX ACTIVITIES**

1.1. **Design workstream**

The *design workstream* principally comprises the design and estimation components of the *premises connection asset workstream* and the *augmentation and extension workstream*.

1.2. **Premises connection asset workstream**

The *premises connection asset workstream* principally involves *us* carrying out the necessary design, procurement, fabrication, installation and construction activities to achieve the following *premises connection assets*:

- (a) 500 kVA pad-mounted transformer.
- (b) new underground *connection point* to *connect* up to 2 x 300 mm² *consumer mains* per phase to the LV board on the pad-mounted transformer via a 500A switch-fuse.

In addition, *we* will carry out the following activities as part of this *workstream*:

- (c) subject to receiving an *electrical work request* from *your* electrical contractor and a *service order* from *your* electricity retailer, permanently energise the *connection point*.

1.3. **Augmentation and extension workstream**

The *augmentation and extension workstream* principally involves *us* carrying out the necessary design, procurement, fabrication, installation and construction activities to achieve the following *augmentations* and/or *extensions* of *our* *distribution system*:

- (a) joint and install LV and 11 kV cables to cut the new pad-mounted transformer into the *Energex distribution network*.

1.4. **Energex asset sale workstream**

Not Applicable

2. **RETAIL CUSTOMER'S ACTIVITIES**

2.1. **General**

You will need to be familiar with the whole of this *contract* and the obligations on *you*. In particular, without limiting the application of this *contract*, *you* must carry out all of the *Retail Customer's activities* in accordance with the relevant requirements in clauses 4 (Works Process) and 5 (Obligations), and comply with the requirements of clause 6 (Changes and Delays). Also, please refer to relevant definitions (including the definition of *Retail Customer's activities*) in clause 21.

2.2. **Connection-enabling workstream**

The *connection-enabling workstream* principally involves *you*:

- (a) designing, procuring the materials for, arranging the fabrication of, and installing and constructing, the following *connection-enabling works*:
 - (i) surveying and pegging all development boundaries (including resumptions) for Lot(s) 1 / SP108052.
 - (ii) prepare and complete a new substation site.
 - (iii) prepare and complete a pad-mounted transformer site as per the *accepted Customer drawings* (and not backfill the site until *we* have inspected this and installed the earth grid).
- (b) obtaining *our* acceptance of the above works under clause 4.8 of the *terms and conditions*.

2.3. **Gifted assets workstream**

The *gifted assets workstream* principally involves *you*:

- (a) designing, procuring the materials for, arranging the fabrication of, and installing and constructing, the *gifted assets*;
- (b) obtaining *our* acceptance of those assets under clause 4.8 of the *terms and conditions*; and
- (c) gifting the *gifted assets* to *us* in accordance with clause 4.8 of the *terms and conditions*.

2.4. **Gifted assets**

The *gifted assets* principally comprise the following assets, together with relevant supporting, ancillary and affixing assets:

- (a) 6 x 125 mm diameter and 1 x 100 mm diameter UPVC conduits within private property from Fifth Avenue to the site of the pad-mounted transformer/substation.
- (b) 6 x 125 mm diameter and 1 x 100 mm diameter UPVC conduits along the Fifth Avenue property frontage.
- (c) 6 m Type 4 concrete joining pit.

2.5. Land interest workstream

If any *land interests* are part of the *gifted assets* or *connection-enabling works* (or are required to support *our assets on your premises*), *you* must carry out the following activities:

For an easement

- (a) undertake negotiations with the property owner/lessee and interested parties (i.e. other easement holders, mortgagees, trustees of reserves and native title holders);
- (b) secure any necessary consents from the interested parties and any relevant government department;
- (c) have the relevant survey plans drawn up in a manner acceptable for registration in the Land Titles Office;
- (d) email a copy of the registrable easement survey plan to *us* at propertyenquiries@energex.com.au for review prior to lodgement of the plan for registration;
- (e) ensure that the easement will result in an easement allowing *us*, as a “public utility provider” to carry out certain activities;
- (f) have the easement documentation prepared in a manner acceptable for registration in the Land Titles Office and referring to *our* standard easement terms and conditions, as set out in dealing 708346714 (or as otherwise advised by *us*);
- (g) have the easement survey plan and *Form 9* executed by the property owner/lessee and *us*;
- (h) upon receiving *our* acceptance, lodge the easement documentation with the Land Titles Office; and
- (i) email *us* a copy of the Registration Confirmation Statement from the Land Titles Office in respect of the easement,
prior to *energisation*.

2.6. Customer asset sale workstream

The *Retail Customer's activities* relevant to the *asset sale* principally comprise entering into a sale agreement with *us* (as mentioned in the *Energex activities*) to acquire the relevant assets.

2.7. Core Retail Customer's activities

You must carry out the following *Retail Customer's activities* (including any associated supporting activities):

- (a) (**electrical work request**) engage an electrical contractor to submit an *electrical work request* for the relevant *connection application* detailed on the *cover page*.
- (b) (**retail contract**) enter into a supply agreement with an electricity retailer for the *NMI* listed in Item 5 of the *specific connection details*.
- (c) (**metering**) contact *your* electricity retailer and arrange for an electrical contractor to install appropriate metering equipment at the *connection point*, including any suitable new, replacement or relocated (as relevant) metering isolation links to individually isolate such equipment.
- (d) (**customer conduits/consumer mains**) install customer conduits and *consumer mains* as required between the *connection point* and the metering equipment.
- (e) (**main switchboard**) install a main switchboard with fault current rating in accordance with AS 3000 and a minimum fault rating of 27.2 kA.
- (f) (**CT metering**) install CT metering.
- (g) (**mains connection box**) provide a suitable mains connection box, complete with house service connectors, to *connect* an overhead *service line* to the *consumer mains*.
- (h) (**pit**) construct a new Type 4 concrete jointing and intake pit of minimum 6 m length for cable entry into the pad-mounted transformer.
- (i) (**backup generator**) engage an electrical contractor to organise and connect a generator to the main switchboard to avoid outages where practical.
- (j) (**survey**):
 - (i) survey and peg all development boundaries (including resumptions) for Lot(s) 1 / SP108052.
- (k) (**approval sharing**) where *you* have existing construction and/or traffic permits covering Fifth Avenue, allow *us* to undertake works under these permits with *you* acting as the “Principal Contractor”.
- (l) (**relocation of underground services**) arrange for, or pay the actual cost variance for, the relocation of other underground services (water, gas, telecommunications etc.) this is required for *us* to complete the *Energex activities*.

3. WORKS PROGRAM

	Milestone	Date
4.1	Date of <i>offer</i> .	11/01/2023
4.2	Due date for <i>you</i> to pay <i>our</i> invoices.	20 business days from the date of <i>offer</i> .
4.3	Date for <i>you</i> to submit the <i>approval</i> and <i>land interest</i> documentation listed in clause 4.3 of the <i>terms and conditions</i> to <i>us</i> .	17/04/2023
4.6	Date for <i>us</i> to accept the <i>gifted assets</i> and <i>your</i> completed <i>connection-enabling works</i> .	17/04/2023
4.7	Target date for <i>us</i> to finish the <i>Energex activities</i> (other than <i>energisation</i>) (being the <i>network completion date</i>).	18/08/2023
4.8	<p>Target date for <i>us</i> to <i>energise</i> the <i>connection point</i>.</p> <p>Note: Achievement of this timeframe is subject to:</p> <ul style="list-style-type: none"> the other <i>Energex activities</i> being complete; <i>us</i> receiving a complete <i>electrical work request</i> from <i>your</i> electrical contractor; and <i>us</i> receiving a complete <i>service order</i> from <i>your</i> electricity retailer. 	In accordance with published timeframes from the date when the prerequisites have been met.

Note 1: If *you* do not meet *your* target dates, this is likely to cause a delay in the *Energex activities*, the amount of which may not directly correspond to the delay in the *Retail Customer's activities*.

Note 2: The progress of the *Energex activities* also depends upon *your* payment of the relevant invoices.

PART 3: TERMS AND CONDITIONS

1. GLOSSARY

Definitions used in this *contract* are set out in clause 21.

2. WHAT DOCUMENTS MAKE UP THIS CONTRACT?

This contract comprises the cover letter, the execution page, the specific connection details, the details of work and these terms and conditions.

3. WHEN DOES THIS CONTRACT START AND FINISH?

- (a) This *contract* starts upon execution (i.e. when the *connection offer* is accepted in accordance with the *cover letter*) and, unless terminated, continues until the earliest of:
- (i) the date on which all of the *Energex activities* and the *Retail Customer's activities* have been completed and *you* have reimbursed *us* for the *amount payable*; and
 - (ii) the date that is 12 months from the date of this *contract* (unless agreed otherwise before this date).
- (b) The *contract* can be terminated before expiry:
- (i) immediately on notice if *we* consider that the information in the *connection application* is materially incomplete, false or misleading;
 - (ii) in the circumstances referred to in clause 6;
 - (iii) by written agreement;
 - (iv) by *us* if the *Retail Customer's activities* are not complete by the relevant date set out in the *works program*;
 - (v) by *us* if relevant *approvals* or *land interests* are not (despite all reasonable efforts) obtained within the reasonably anticipated time; or
 - (vi) as otherwise set out in this *contract*.
- (c) Notwithstanding anything else in this *contract*, if *we* become aware of anything that means that *we* wouldn't have entered into this *contract* if *we'd* known about it beforehand, then *we* may take such reasonable actions as *we* consider appropriate in the circumstances (which may include termination).

4. WORKS PROCESS

4.1. No encumbrances over gifted assets or connection-enabling works

You must ensure that there are no *encumbrances* over any *gifted assets* or any *connection-enabling works* at any time.

4.2. Compatibility requirement and warranty

- (a) *You* must carry out all of the *Retail Customer's activities* in accordance with this *contract*, the *technical and safety obligations* and the *accepted Customer drawings*.
- (b) All of the *Retail Customer's activities* for *gifted assets* or *connection-enabling works* that comprise:

Nature of works	Location of works	Required qualifications
Electrical works	Private property	Qualified electrical contractor or <i>Energex WCS 2</i> or 61 accredited service provider
Civil and conduit works (other than concrete pits)	Private Property	<i>Energex WCS 2</i> or 61 accredited service provider
Civil and conduit works (other than concrete pits)	Road Reserve	<i>Energex WCS 2</i> or 61 accredited service provider
Civil works comprising concrete joining and intake pits	Road Reserve	<i>Energex WCS 61</i> or 61.2 accredited service provider

- (c) *You* must ensure that:
- (i) any *gifted assets* and *connection-enabling works* are:
 - (A) compatible with *our* existing *distribution system*; and
 - (B) designed and constructed by *approved contractors*; and
 - (ii) any prescribed materials and equipment are sourced from approved suppliers.
- (d) *You* warrant that, when completed, the *gifted assets* and *connection-enabling works* will comply with this *contract* and be fit for their purpose.
- (e) All documentation provided to *us* must be in a format reasonably acceptable to *us*.

4.3. Provision of land interest documentation

You must ensure that we receive each of the following, in a form acceptable to us, by no later than the relevant date set out in the *works program*):

- (a) where the *gifted assets* or the *connection-enabling works* will be external to the *premises*, satisfactory evidence that relevant *approvals* and *land interests* have been obtained for these; and
- (b) *land interests* over *your premises* for any *gifted assets* or *connection-enabling works* or to support any of *our assets* on *your premises*.

4.4. No changes to accepted design documents without approval

If you wish to change the *accepted Customer drawings*, you must, before starting the changed works:

- (a) give us a marked-up copy of the relevant *design documentation* (note: a non-standard pit design must be submitted to us with an RPEQ certified *Form 15*); and
- (b) obtain *our* reasonable written acceptance of the changes (provided that the changes must not:
 - (i) have a material adverse effect on the provision of the *Energex activities*, any provision of *customer connection services* or the *distribution system*; or
 - (ii) increase the cost of carrying out the *Energex activities*).

4.5. Audits

- (a) You must not conceal, cover or bury any *gifted assets* or *connection-enabling works* (or do anything similar) unless all of the following has been done:
 - (i) you have given us at least 10 *business days*' notice of this;
 - (ii) we have completed any *Energex activities* relevant to those assets or works; and
 - (iii) if we so elect, we have audited those assets or works.
- (b) We may also audit any *Retail Customer's activities* relating to the *gifted assets* or the *connection-enabling works* at any reasonable time without notice.

4.6. Process upon completion of these works

After the *gifted assets* or *connection-enabling works* are complete (and by no later than the relevant date set out in the *works program*), you must:

- (a) advise *our* Project Coordinator of this by contacting them via the telephone number listed in Item 1 of the *specific connection details*;
- (b) arrange a time for us to inspect and audit the works (we will need at least 10 *business days*' notice for an inspection);
- (c) give us "as constructed" drawings of these works;
- (d) give us the following forms:
 - (i) for any ground-mounted transformer works – a *Form 2310*;
 - (ii) for any conduit installations – a *Form 1485*;
 - (iii) for any pit installations – an RPEQ-certified *Form 16*
- (e) if not already provided, give us a complete *electrical work request*; and
- (f) arrange for *your* electricity retailer to provide us with a complete *service order*.

4.7. Identified non-compliances

If we become aware of any non-compliance of any *gifted asset* or *connection-enabling works* before the acceptance stage referred to in clause 4.8, we may notify you of this, and you must then rectify this within a time satisfactory to us.

4.8. Acceptance

- (a) All rights, title, and interest in the *gifted assets* vest in us on the earliest to occur of:
 - (i) us confirming that they are acceptable;
 - (ii) us exercising ownership rights over those *gifted assets*; or
 - (iii) 4 weeks after you have complied with clause 4.6 (provided that we have not, within that timeframe, advised you of any issues with the *gifted assets*).
- (b) We are taken to have accepted the *connection-enabling works* once we start using the results of those works for *our Energex activities*.

4.9. Access and approval requirements

You must provide us with safe, unrestricted 24-hour all-weather access to the areas on which:

- (a) we are to audit the *Retail Customer's activities*;
- (b) we are to construct assets (including any access routes to those areas); or
- (c) *our assets* will be located.

5. OBLIGATIONS

- (a) You must:
 - (i) carry out the *Retail Customer's activities* at your cost and risk and in accordance with all *approvals and land interests*, the *accepted Customer drawings*, *good industry practice*, the *technical and safety obligations*, this *contract* and relevant laws; and
 - (ii) ensure that such activities are undertaken by appropriately qualified and authorised personnel.
- (b) Without limiting anything else in this *contract*:
 - (i) it is *our* responsibility to obtain any *cultural and environmental approvals* for the *works*; and
 - (ii) you must not start any *civil works* or vegetation clearing until we have confirmed any specific *cultural and environmental approvals* that apply to such *works*.
- (c) You have management and control of the workplace for the *Retail Customer's activities* (including the *gifted assets* up until when they are gifted under clause 4.8, and any assets the subject of the *asset sale* after such sale), and we have management and control of the workplace for the *Energex activities*, *gifted assets* (after they are gifted under clause 4.8) and assets the subject of the *asset sale* (up until completion of the *asset sale*).
- (d) We will:
 - (i) carry out the *Energex activities* in accordance with all *approvals*, *land interests*, the *accepted Customer drawings*, *good industry practice*, the *technical and safety obligations*, this *contract* and relevant laws, in exchange for the amount payable; and
 - (ii) ensure that such activities are undertaken by appropriately qualified and authorised personnel.
- (e) Subject to the above, we may determine the specifics of the design and construction in *our* absolute discretion.
- (f) The parties must cooperate with each other to facilitate the *works* (including providing each other with copies of relevant *approvals* and *land interests* where reasonably required), and keep each other informed of the progress of the *works*.
- (g) We may, at any time, notify you of any *Retail Customer's activities* that must be done to achieve the *connection* in the manner contemplated.
- (h) Nothing we do (including any audit or inspection) is to be deemed to be a representation or warranty by us in respect of any part of the *Retail Customer's activities*.
- (i) You must, if any of *our* assets are located:
 - (i) on *your premises* – take reasonable precautions to protect such plant and equipment from harm; and
 - (ii) within *your* infrastructure – ensure that such infrastructure meets *our* requirements (and the *technical and safety obligations*).
- (j) We must give you any information we have about *your connection* that you reasonably ask for under privacy and right to information laws.

6. CHANGES AND DELAYS

- (a) If a party identifies a *material change* to the *works*:
 - (i) that party must promptly notify the other party of the *material change*; and
 - (ii) the parties must liaise with each other in good faith to agree on how to progress the *works*, and document that agreement.
- (b) If there is a *material change* to the *works* that materially increases the cost, but not the nature, of the *Energex activities* beyond what was originally contemplated, then we must give you a variation letter, and:
 - (i) if you accept the changed cost within 7 days, that variation letter becomes an amendment to this *contract*, and
 - (ii) otherwise, this *contract* terminates at the end of that 7-day period.
- (c) If we identify a *material change* to the *works* during the design phase that significantly changes the nature of the *Energex activities* outside what was originally contemplated, then we may immediately terminate this *contract* on notice, provided that we use *our* best endeavours to provide you with a replacement offer within a reasonable timeframe.
- (d) If a *force majeure event* prevents us from wholly or partly carrying out any of *our* non-financial obligations, then those affected obligations are suspended for the duration of *force majeure event*, and we must use reasonable endeavours to overcome or minimise the effects of the *force majeure event* as quickly as possible (except we do not have to settle any industrial dispute in any way we do not want to).

7. CHARGES, BILLING AND RECONCILIATION

- (a) As the relevant charges are subject to *economic regulation*, the relevant *amount payable* is the maximum amount we can recover under the relevant *energy laws*; and
- (b) *Our* good faith estimates of the components of the *amount payable* are initially set out in the *specific connection details*.

- (c) If there is any *material change*, we will give you updated estimates of the *amount payable*.
- (d) We will give you relevant invoices for payment:
 - (i) where updated estimates are provided under clause 7(c) above; and
 - (ii) at the times set out in the *works program*.
- (e) You must pay *our* invoices in the manner, and by the date, set out in the invoice.
- (f) We will not start:
 - (i) any *Energex activities* until you have paid us for the costs incurred in assessing your *connection application* and making a *connection offer*; and
 - (ii) any part of the *Energex activities* until we have received payment of the estimated *amount payable* for the relevant *workstream*.
- (g) We may:
 - (i) after the *design workstream* is finished; or
 - (ii) where there is a *material change* to a workstream,
 - reconcile the amount paid by you in respect of a *workstream* against the *amount payable* for that *workstream*, and advise you of the outcome of the reconciliation.
- (h) We must, if we become aware that the amount paid materially exceeds the *amount payable*, reconcile the amount paid by you in respect of a *workstream* against the *amount payable* for that *workstream*, and advise you of the outcome of the reconciliation.
- (i) Subject to clause 7(j), the parties must, within 10 *business days* of such reconciliation advice, issue appropriate tax invoices and (subject to receiving such invoices) make necessary reconciliation payments, so that the net amount paid by you under this *contract* equals the *amount payable* (inclusive of GST).
- (j) The obligation under clause 7(i) does not apply if:
 - (i) the discrepancy between the amount paid and the *amount payable* is less than the reasonable administrative cost to us of carrying out the reconciliation, advising you of the outcome of the reconciliation, raising necessary invoices and making necessary payment adjustments; or
 - (ii) the amount paid is less than the *amount payable* and we elect (in our absolute discretion) to waive your obligation to pay the shortfall.

8. GST

- (a) Relevant words used in this clause are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) If a party is a GST group member, relevant references to GST and input tax credits include references to GST and input tax credits for the representative member of the GST group.
- (c) All amounts in this *contract* are GST exclusive unless otherwise indicated.
- (d) If a GST exclusive amount in this *contract* is consideration for a taxable supply, then the party required to pay the amount must, subject to the supplier issuing a tax invoice, pay both the GST exclusive amount and, at the same time, an additional amount equal to the GST payable on the supply.
- (e) For the avoidance of doubt, if an amount of non-monetary consideration is provided for a taxable supply made under this *contract*, clause 8(d) applies in respect of the GST payable relating to the non-monetary consideration. The parties agree that the GST inclusive market value of any amount of non-monetary consideration will be determined by us in accordance with the principles accepted by the Australian Taxation Office. You must provide, or procure the *contractor* to provide, any information or assistance as is reasonably necessary for the purpose of determining the GST inclusive value of any non-monetary consideration.
- (f) Where non-monetary consideration is provided, the parties must share information as required to determine the appropriate amount of GST.
- (g) Where a supplier incurs a cost or expense for which it may be reimbursed by, indemnified against, claim against or set-off against another party under this *contract*, the amount to be paid or credited is the cost or expense (reduced by any relevant input tax credit) plus the amount attributable to GST (as referred to above).
- (h) If an adjustment event occurs, the supplier must issue a valid adjustment note and the parties must then make appropriate payments to reflect the required adjustment of GST.
- (i) If, after the recipient either pays any GST on, or claims an input tax credit for, acquisitions made under this *contract*, the supply to which either GST paid attached or the entitlement to the input tax credit arose is determined by the Australian Taxation Office not to be a taxable supply, the recipient can recover from the supplier an amount equal to the amount either paid in respect of the GST or claimed as an input tax credit.

9. INSURANCE REQUIREMENTS

- (a) Each party must, while their *works* are being carried out, obtain and maintain:
 - (i) public liability insurance policy for \$20 million, covering liability to third parties (including you) for third party property and third party injury claims arising from that party's negligence in connection with their *works*; and

- (ii) all other insurances required by law in respect of any persons, plant or equipment employed in carrying out their *works*.
- (b) You must also ensure that anyone who carries out any design component of the *Retail Customer's activities* has professional indemnity insurance covering liability howsoever arising in connection with the provision of the professional services or breach of professional duty by that entity, with a limit of liability of not less than \$1 million for any one claim and in the aggregate, which is maintained for a period of 6 years after the issue of the relevant *certificate of acceptance*.
- (c) Written evidence of the above insurances must be provided to the other party on request.

10. DEFAULT AND TERMINATION RIGHTS

- (a) If a *default* occurs:
 - (i) the non-defaulting party may give the defaulting party a written notice (*default notice*) specifying the *default* that has occurred; and
 - (ii) if we are the non-defaulting party, we may suspend any of the *Energex activities* until the *default* is remedied.
- (b) Within 5 *business days* of the *default notice* being issued, the parties must meet and discuss actions to remedy the *default*.
- (c) The defaulting party must remedy the *default* within:
 - (i) for a *financial default*, 10 *business days* from the date of receipt of the *default notice*; or
 - (ii) for a *non-financial default* capable of remedy, the reasonable period set out in the *default notice*.
- (d) If the defaulting party stops diligently pursuing reasonable action to remedy a *non-financial default*, the non-defaulting party may terminate the cure period by notice.
- (e) A party who issues a *default notice* may, if the default is not remedied within the cure period, do any of the following (without prejudice to their rights at law):
 - (i) terminate this *contract* by written notice;
 - (ii) sue the defaulting party for any outstanding amount owing under this *contract*; and
 - (iii) exercise all other remedies available to it.
- (f) If the *Energex activities* are suspended under clause 10(a)(ii) for a period of three months, this *contract* will automatically terminate upon the expiry of that period.

11. CONSEQUENCES OF TERMINATION

- (a) If this *contract* is terminated:
 - (i) we may (without prejudice to *our* rights at law and in equity) *disconnect*, dismantle, decommission and remove any of *our* assets associated with the *works* and reinstate *our distribution system* back to the state it was in before the *works* started;
 - (ii) you acknowledge that that we cannot (due to changing conditions on *our distribution system*) guarantee that the originally-requested capacity will necessarily be approved in respect of any subsequent *connection application*; and
 - (iii) the *amount payable* will include:
 - (A) all GST-inclusive costs (including third party costs) we incurred the liability for before the date of termination; and
 - (B) the estimated or actual GST-inclusive costs (calculated in the manner set out in clause 7(a)) in connection with:
 - (I) terminating any contracts with subcontractors;
 - (II) recovering installed and reusable assets, and recovering and disposing of unusable assets, dedicated to you;
 - (III) carrying out the relevant activities in the *details of work*; and
 - (IV) carrying out other relevant site remediation and similar activities,
 less the value of any reusable assets we can use recover *network charges* from other users.
- (b) We must use reasonable endeavours to minimise and mitigate these costs, and give you relevant supporting documentation for these costs.
- (c) For the avoidance of doubt, no set-off is permissible in respect of *amounts payable* for different *workstreams*.

12. OWNERSHIP

- (a) Any plant or equipment installed by a party under this *contract* that is not gifted under clause 4.8 or the subject of an *asset sale* remains the property of that party and, as between the parties, that party retains all rights and title to, and interest in, those assets.
- (b) You retain all rights and title to, and risk and interest in, any *gifted assets* you install up until all *certificates of acceptance* have been issued, at which time all rights and title to, and risk and interest in, the *gifted assets* transfer to, and vest in, us (and we don't have to gift these back to you).

- (c) We retain all rights and title to, and risk and interest in, any assets the subject of the *asset sale* until completion under the relevant sale agreement, at which time all rights and title to, and risk and interest in, those assets transfer to, and vest in, *you*.
- (d) *You* must, at *your* own expense, to do anything that *we* reasonably ask for (including obtaining *approvals*) to effect the gifting of the *gifted assets* or the sale of the assets the subject of the *asset sale*.

13. LIABILITY

- (a) Despite any other provision of this *contract*, and to the full extent permitted by law, *we* are not liable to *you* in connection with any delays to the *Energex activities* for any reason (and any such delay will not constitute a *default*), except to the extent that this is the result of *our* failure to observe *good industry practice*, or *our* negligence, bad faith, wilful misconduct, fraud, breach of laws, or failure to comply with any relevant *approval* or *land interest* or this *contract*.
- (b) *You* acknowledge and agree that any involvement *we* have in the *Retail Customer's activities* (including, without limitation, in connection with reviewing *your design documentation, approvals, and land interests*):
 - (i) is purely for *us* to obtain reasonable assurance that *we* will not, upon gifting of the *gifted assets*, assume any risk in excess of *our* acceptable risk profile; and
 - (ii) is to facilitate *our* carrying out *our works*;
 - (iii) does not constitute any type of review, supervision, approval, consent, ratification or endorsement of the *Retail Customer's activities* (so that *you* remain wholly responsible for the *Retail Customer's activities*); and
 - (iv) does not affect *our* ability to recover costs under this *contract* in connection with any breach of this *contract* by *you*.
- (c) Any liability *we* have in connection with this *contract* is capped in aggregate at the GST-inclusive estimate of the *amount payable*.
- (d) *You* must indemnify *us* for all costs incurred by *us* that arise in connection with:
 - (i) *your* failure to comply with this *contract*, or
 - (ii) *your* failure to complete, or delay in completing, any part of the *Retail Customer's activities*.
- (e) The *Competition and Consumer Act 2010* (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited.
- (f) Subject to any such non-excludable rights, *we* give no guarantee, condition, warranty or undertaking, and make no representation to *you*, about the condition, suitability or fitness for purpose of the *Energex activities*, other than as expressly set out in this *contract*.
- (g) Any liability *we* have to *you* under these laws that cannot be excluded but that can be lawfully limited is (at *our* option) limited to:
 - (i) providing equivalent goods and services to those provided under this *contract*, or
 - (ii) paying you the cost of replacing the goods or services provided under this *contract*, or acquiring equivalent goods and services;
- (h) Except where otherwise expressly stated in 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) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;
 - (ii) increased costs of working or labour costs;
 - (iii) costs of capital or costs of business interruption;
 - (iv) any indirect, incidental, special or consequential damage, cost, expense or loss; and
 - (v) damage, cost, expense, loss or damage that otherwise is not a direct and immediate consequence of the breach,

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.
- (i) If a party contributes to a cost that it has suffered, any entitlement that party has to damages will be proportionately reduced, taking into account that contribution.
- (j) The parties do not intend to vary or exclude the operation of sections 97 and 97A of the *Electricity Act 1994* (Qld), section 120 of the *NEL* or section 316 of the *NERL*, which exclude *our* liability for costs as a result of the total or partial failure to supply energy in certain circumstances.

14. NOTICES

- (a) A communication between the parties (whether described as a notice, notification, consent, waiver or other type of communication) is only effective if it is in writing, signed by the party giving the communication, addressed to the recipient using the details set out in the *specific connection details*, and sent either by pre-paid mail or a recognised electronic means (and, for the latter, the sender is not notified of any failure to send).

- (b) A compliant communication is regarded as given and received:
 - (i) if sent using a recognised electronic means by 5:00 pm (recipient's time) on *business day* – that day; otherwise on the next *business day*; and
 - (ii) if sent by pre-paid mail within Australia – three *business days* after posting; otherwise seven *business days* after posting.

15. COMPLAINTS AND DISPUTE RESOLUTION

If a dispute arises in connection with this *contract* between the parties:

- (a) to which rule 8.2 of the *NER* applies, the parties must follow the dispute resolution process set out in the *NER* to the extent this process is capable of applying; and
- (b) otherwise, the parties must first refer the dispute to senior *representatives* of each party for resolution. If these *representatives* do not resolve the dispute within 10 *business days*, then the parties may agree to either refer the dispute to the Energy and Water Ombudsman Queensland (where they have jurisdiction) or appoint a suitably qualified and independent expert to resolve the dispute. The costs of the independent expert are to be borne by both parties, unless otherwise directed by that independent expert.

16. CONFIDENTIALITY

- (a) The parties must keep all of the *confidential information* confidential, and, subject to the permitted disclosures below, only use such *confidential information* to implement this *contract*.
- (b) A party may disclose confidential information:
 - (i) to *representatives* of that party where this disclosure is required for those *representatives* to carry out their responsibilities to that party;
 - (ii) for *us*, whilst *we* are directly or indirectly majority owned by the Queensland Government or one or more Ministers of that Government, to, or as required by, that Government or Ministers or their advisors); and
 - (iii) where otherwise permitted by law or the rules of any stock exchange.

17. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing:

- (a) *we* retain all intellectual property rights arising from, or developed in connection with, the *Energex activities*, but *we* grant *you* a non-exclusive, royalty-free licence to use this to the extent necessary for *you* to benefit from the *Energex activities*; and
- (b) all intellectual property in the *accepted Customer drawings* is transferred to *us* upon acceptance under clause 4.8 (provided that *we* will not use this in a manner that breaches clause 16).

18. AMENDMENT

- (a) Notwithstanding anything else in this *contract*, this *contract* can only be amended, supplemented, replaced or novated by another document signed by the parties.
- (b) The parties must regularly review the *technical and safety obligations* to ensure that they are correct and consistent with the laws and reflect the relevant operating arrangements.

19. ASSIGNMENT

- (a) *We* may subcontract any obligations under this *contract*.
- (b) Subject to clause 19(c) and 19(d), the other party's consent is required to assign or novate all or part of this *contract* (not to be unreasonably withheld if this won't adversely affect their rights or obligations, and the assignee/novatee is technically and financially competent).
- (c) Whilst *we* are (directly or indirectly) majority owned by the Queensland Government or any Minister(s) of that Government, *we* may assign or novate all or part of this *contract* by law or to an entity acquiring most or all of the relevant part of *our* business unit who is technically and financially competent.
- (d) If *you* are a trustee for a trust, and the identity of the trustee is changing, then *you* may novate this *contract* to the new trustee, provided *you* notify *us* of the details of the new trustee, and the novation is effective on the date the new trustee is appointed.
- (e) If a party consents to an assignment/novation, the assignor/novator must ensure the assignee/novatee enters into a deed in favour of the consenting party under which the assignee/novatee covenants to comply with relevant obligations under this *contract*.

20. 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)** Subject to clause 20(c), each party must pay its own expenses incurred in connection with this *contract*.

- (c) (**stamp duty**) *You* must pay any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this *contract* or any transaction or instrument contemplated by this *contract*.
- (d) (**entire agreement**) This *contract* contains the entire agreement between the parties about its subject matter and replaces any previous discussions about that subject matter.
- (e) (**inconsistencies**) For any inconsistencies between this *contract* and other material, subject to clause 20(f), obligations under the laws prevail over inconsistent obligations in this *contract*, and this *contract* prevails over any other document or agreement between the parties.
- (f) (**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.
- (g) (**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*.
- (h) (**third party**) Some obligations placed on a party under this *contract* may be carried out by a third party, and, if so, that party is deemed to have complied with the obligation if another person does it, but that party is still liable to the other party if the obligation is not complied with.
- (i) (**information format**) *You* must ensure that all information *you* give *us* is in a format acceptable to *us*, acting reasonably. *We* must give *you* details of such acceptable formats on request.
- (j) (**indemnities**) A party may recover a payment under an indemnity in this *contract* before it makes the payment in respect of which the indemnity is given.
- (k) (**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).
- (l) (**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.
- (m) (**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.
- (n) (**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*.
- (o) (**survival**) Termination or expiry of all or part of this *contract* does not affect this clause, 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.
- (p) (**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.
- (q) (**electronic signing**) Each party consents to the electronic signing of this *contract* by the other, as provided for in the *cover letter*.
- (r) (**authorised representative**) Each person executing this *contract* as an authorised representative warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

21. GLOSSARY

Italicised terms (other than references to laws) are defined in this clause or the *energy laws* (in particular, the *NER*).

accepted Customer drawings means the *design documentation* setting out the final design for:

- (a) the *gifted assets*; and
- (b) the *connection-enabling works*,

as accepted by *us* for the purposes of this *contract*;

alternative control services or ACS has the meaning given to that term in the *NER*;

amount payable means the maximum GST-inclusive amount that *we* are entitled to recover up-front from a *retail customer* under the relevant *energy laws* in connection with those *Energex activities* (note: additional costs may be incurred, such as the *service line* upgrade costs described in Item 8 of the *specific connection details*);

augmentation and extension workstream means the *workstream* described in Item 1.3 of the *details of work*;

Australian Standard has the meaning given to that term in the *NER*;

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, without limitation, any agreements and management plans pursuant to any native title, cultural heritage, town planning, building, vegetation or environmental 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;

approved contractor means those contractors listed as such on *our* website (www.energex.com.au), specifically in the Document Library: Technical Documents: Developer Design & Construct Estates (refer Forms 1603 and 8799);

approved supplier means those suppliers listed as such on *our* website (www.energex.com.au), specifically in the Document Library: Technical Documents: Developer Design & Construct Estates;

asset sale means the sale by *us* of certain *distribution system* assets to *you* to facilitate the *connection*;

business day has the meaning set out in the *NER* and essentially means a day other than a Saturday, Sunday or a relevant public holiday;

capital contribution has the meaning given to that term in *our Connection Policy*;

civil works includes, but is not limited to, trenching, excavations, backfilling and installation of ducts, conduits, foundations, etc. to the required standards;

confidential information means the terms of this *contract* (but not the existence thereof) and any information that is provided by one party to another that is of a commercially sensitive or otherwise confidential nature;

connection point means the point at which *our distribution system* will (after gifting of the *gifted assets* and sale of any assets the subject of the *asset sale*) end and *your* assets start, as set out in the *specific connection details*. This will be a physical link between *your premises* and *our distribution system*;

Connection Policy means *our* connection policy in force from time to time, which is available on *our* website (www.energex.com.au);

consumer mains means the conductors between the *connection point* and the main switchboard on *your premises*;

contract means the agreement between *Energex* and the *Retail Customer* comprising the *cover letter*, the *execution page*, the *specific connection details*, the *details of work* and these *terms and conditions*;

cover letter means the covering letter to which the *specific connection details*, *details of work* and these *terms and conditions* are appended;

cultural and environmental approvals means cultural heritage and environmental assessments and any *approvals* related to these;

default means a *financial default* or a *non-financial default*;

default notice means a notice issued under clause 10(a)(i).

details of work means the details set out in Part 2: Details of Work;

design documentation means all electronic drawings, schedules, documents, standards and references and technical/engineering details/parameters with *RPEQ* authorisations (where required) aligned with *our design standards*, for the *gifted assets* and *connection-enabling works*;

design standards means the documents listed as such on *our* website (www.energex.com.au), specifically in the Document Library: Technical Documents: Developer Design & Construct Estates;

economic regulation means the *energy laws* that impose constraints on how *we* charge for certain services that *we* provide;

electrical work request means the electronic form of that name available through our Electrical Partners Portal 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 obligations*;

energy laws has the meaning given to that term in the *NERL*;

energy and safety laws means the *energy laws* and *safety laws*, and any other relevant rules, regulations, instruments and plans;

Energex means the *Energex* entity described as such in the *specific connection details*;

Energex activities means:

- (a) carrying out the *works* to be carried out by *us* under this *contract* (especially as set out in the *details of work*);
- (b) accepting the gifting of the *gifted assets* under clause 4.8;
- (c) selling any assets the subject of the *asset sale*;
- (d) all other activities that are necessary or incidental to the completion of such *works*;
- (e) any other activities that are relevant or required to facilitate the *connection*, such as the testing and commissioning of *metering installations*;
- (f) obtaining all *approvals* and *land interests* necessary to carry out the above *works*;

- (g) obtaining all *cultural and environmental approvals* for any works; and
- (h) any activities that are necessary to deal with an emergency;

Energex asset sale workstream means the *workstream* described in Item 1.4 of the *details of work*;

execution page means the page of that name appended to the *cover letter*;

financial default means a failure by *you* to pay *us* an amount of money under this *contract*;

force majeure event means any event, act, circumstance or omission, or combination thereof, where this is beyond a party's reasonable control, including, without limitation:

- (a) the presence of concealed or *latent defects*;
- (b) the *premises* or the *Retail Customer's activities* not complying with the *technical and safety obligations*; and
- (c) an inability to obtain relevant *approvals* or *land interests* despite the exercise of reasonable endeavours;

Form 1485 means the Energex "Form 1485 – Conduit Verification and Certification Sheet", which we will provide upon request;

Form 15 means the Queensland Government "Form 15: Compliance certificate for building design or specification", which is available from this website: <https://www.business.qld.gov.au/industries/building-property-development/building-construction/forms-guidelines/forms>;

Form 16 means the Queensland Government "Form 16: Inspection certificate", which is available from this website: <https://www.business.qld.gov.au/industries/building-property-development/building-construction/forms-guidelines/forms>;

Form 2310 means the Energex "Form 2310 – Commercial and Industrial Substation Construction Handover Checklist", which we will provide upon request;

Form 9 means the Queensland Government "Form 9: Easement", which is available from this website: <https://www.titlesqld.com.au/titles-registry-forms/>;

gifted assets are the assets to be constructed by *you* and gifted to *us*. The core *gifted assets* are described in Item 2.4 of the *details of work*;

gifted assets workstream means the *workstream* described in Item 2.3 of the *details of work*;

good industry practice means the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of persons carrying out the relevant work, taking into account the specific conditions applying and any other relevant factors;

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;

GST has the meaning given to that term in the *GST law*;

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

land interest means any interest in land (such as freehold, easements, etc.), landowner consents and any other access rights necessary to carry out any works and access, install, own, operate, maintain, replace and remove the relevant assets, including any such interests set out in the *details of work*;

latent defect means a physical condition (including artificial things but excluding weather conditions or their effect), which differ materially and substantially from the physical conditions which should reasonably have been anticipated by an experienced and competent contractor at the date of the *cover letter*;

material change means any one or more of the following:

- (a) a *force majeure event* or an action to overcome, avoid or mitigate the effects of such event;
- (b) something that will, or is likely to, result in:
 - (i) a change having to be made to the other party's *works*;
 - (ii) a party's *works* not meeting a milestone or target date for those *works*;
 - (iii) a substantive discrepancy between the estimate set out in the *specific connection details* and the *amount payable* such that the *amount payable* for a *workstream* will exceed the good faith estimate;
- (c) a *Retail Customer*-requested change to the *services*; and
- (d) something that arises in connection with a change in law occurring after the date of this *contract*,

where "change" refers to any change, whether it is an addition, increase, correction, substitution, decrease, omission or deletion;

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*, as in force in Queensland by virtue of the *Electricity - National Scheme (Queensland) Act 1997* (Qld);

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);

network completion date means the target date by which we aim to finish the *Energex activities* (other than *energisation*), as set out in Item 3 of the *details of work*;

NMI means the national metering identifier (as that term is defined in the *NER*) for the *connection point*, as set out in the *specific connection details*;

non-financial default means:

- (a) a breach of a material provision of this *contract*, or
- (b) a material breach of a provision of this *contract*,

but does not include a *financial default*;

pioneer scheme contribution has the meaning given to that term in our *Connection Policy*;

premises means the premises described as such in the *specific connection details*;

premises connection assets means the assets described as such in the *scope of work*;

premises connection asset workstream means the *workstream* described in Item 1.2 of the *details of work*;

prescribed materials and equipment means those items listed as “Approved Products” on our website (www.energex.com.au), specifically in the Document Library: Technical Documents: Developer Design & Construct Estates (refer Form 2020);

QECM means the Queensland Electricity Connection Manual, which is available on our website (www.energex.com.au);

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

representative means an agent, contractor, sub-contractor, designer, employee, officer or other representative of a party;

Retail Customer means the entity described as such in the *specific connection details*;

Retail Customer’s activities means:

- (a) carrying out any *works* to be carried out by *you* under this *contract* (especially as set out in the *details of work*);
- (b) gifting the *gifted assets* to *us* under clause 4.8 of the *terms and conditions*;
- (c) purchasing any assets the subject of the *asset sale*;
- (d) all other activities that are necessary or incidental to the completion of such *works*; and
- (e) obtaining all *approvals* and *land interests* necessary to carry out the above *works*, apart from *cultural and environmental approvals*,

all of which must be done at *your* cost;

RPEQ means an engineer registered with the Board of Professional Engineers under the *Professional Engineers Act 2002* (Qld), who has experience in the relevant types of work being certified;

safety laws means the laws relevant to safety, including (as relevant), the *Electrical Safety Act 2001* (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 other relevant rules, regulations, instruments and plans;

scope of works means the scope of the works set out in the *details of work*;

service line means the line from the shared part of our *distribution system* to *your connection point*;

service order means a service order under the *B2B Procedures*;

specific connection details means the details set out in Part 1: Specific Connection Details;

specifications means the specifications relevant to the *gifted assets* and *connection-enabling works*, including relevant *Australian standards*, relevant standards set out on our website (www.energex.com.au), any requirements that apply under *approvals* and relevant laws, and any other standards that we advise *you* (provided that, where the obligations are inconsistent, *you* must comply with the most stringent obligation);

standard control services or *SCS* has the meaning given to that term in the *NER*;

technical and safety obligations means:

- (a) the *energy and safety laws*;
- (b) relevant *Australian Standards*;
- (c) in respect of the *gifted assets*, the *gifted asset specifications*;
- (d) relevant standards and manuals set out on our website (www.energex.com.au), including the *QECM* and *QEMM*; and
- (e) any other technical and safety requirements set out in this *contract*;

terms and conditions means these terms and conditions;

WCS means Work Category Specification, as used on our website (www.energex.com.au);

works means the design, procurement, construction, testing and commissioning works required to *connect* the electrical infrastructure within *your premises* to *our distribution system* (or alter that *connection*), specifically the *Energex activities* and the *Retail Customer's activities*;

works program means the program agreed between *you* and *us* for the *works*, with the major milestones set out in Item 3 of the *details of work*; and

workstream means one of the workstreams listed in the *details of work*.

22. CORPORATE IDENTITY

22.1. Multiple parties

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.

22.2. Trusts

Unless the context requires otherwise, if *you* are a trustee,

- (a) references to a transaction, asset, act or liability of any nature of *you* includes *your* transactions, assets, acts of liabilities as trustee;
- (b) 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); and
- (c) *you* warrant and represent that:
 - (i) *your* trust deed empowers *you* 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
 - (ii) all necessary resolutions, consents, approvals and the like have been passed, obtained or granted as required by *your* trust deed for *you* to enter into and perform this *contract*.

22.3. Partnerships

Unless the context requires otherwise, if *you* are a partner in a partnership:

- (a) references to *your* transactions, assets, acts or liabilities (of any nature) 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;
- (b) *you* and each partner represent and warrant that:
 - (i) they are a partner of the partnership and have the authority of the partnership to execute this contract (if applicable) on behalf of the partnership;
 - (ii) the execution of this contract (if applicable) is in the partnership's ordinary course of business;
 - (iii) 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
 - (iv) any rights of recourse of the partners, or other persons authorised to bind the partnership, against the assets of the partnership are maintained.

23. 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 Australian standard refers to:
 - (A) where the matter concerns design and construction parameters and the like, the *Australian Standard* that was current at the relevant date of such design and construction; and
 - (B) where the matter concerns an ongoing operational requirement, the *Australian Standard* that is current at the relevant time of such operation;
 - (iii) a clause, schedule or appendix is a reference to that part of this *contract*;
 - (iv) subject to clause 23(b)(ii), a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
 - (v) a party includes a permitted substitute or assignee of that party;
 - (vi) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
 - (vii) anything (including a right, obligation or concept) includes each part of it; and
 - (viii) a day is to a calendar day and a month is to a calendar month;

- (c) a singular word includes the plural, and vice versa;
- (d) examples are not exclusive;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- (f) if a day on or by which a party must do something under this *contract* is not a *business day*, the person must do it on or by the next *business day*.