

[Letter Date]  
[Connection Customer Name]  
[Connection Customer Address]  
[Offer Reference Number]

Supply Address: [Supply Address]

### **Connection Alteration – Expedited Offer**

Thank you for your application for a connection alteration service to the above supply address.

We are pleased to advise that your application has been successful. As you requested an expedited connection, you are taken to have accepted an offer on the terms set out in this offer letter, the offer schedule and our Model Standing Offer for Basic connection service. The offer is deemed to have been made and accepted on the later to occur of the date we received your application or the date we received and accepted any additional information we requested you to provide (“offer acceptance date”).

The service will be provided on the terms set out in:

- this letter;
- the attached offer schedule; and
- the attached Model Standing Offer for Basic Connection Services.

For your convenience, we have highlighted in the offer schedule several key points from the Model Standing Offer. It is important that you read the Model Standing Offer in full so that you understand our mutual rights and obligations in relation to the service we are providing.

Please contact us if you would like a hard-copy of the Model Standing Offer, and we will mail you a copy.

Thank you for choosing Jemena. We look forward to having you as a customer on our network.

Regards,

Network Connections Team  
Jemena Electricity Networks Ltd

## OFFER SCHEDULE

1.	Customer	[Name Of Customer]
2.	Customer ABN (if applicable)	[Customer ABN]
3.	Supply Address	[Supply Address]
4.	Type of Basic Connection Services	Connection Alteration.
5.	Offer acceptance date	The latest to occur of: (a) the date we received your application; or (b) the date we received and accepted any additional information we requested you to provide.
6.	Maximum Allocated Capacity	Unless otherwise agreed in writing by us, your maximum allocated capacity will be the lesser of: (a) 40 amps per phase; or (b) the rating of the smallest component of our distribution network used solely to supply electricity to your supply address.
7.	Who is to provide the Meter(if applicable)	Jemena Meter Type: AMI Type 5 (Note: a meter service charge is payable where Jemena supplies the meter. The meter service charge is an additional fee which is not included in the Connection Charges). <sup>1</sup>
8.	Validity Period	N/A
9.	Connection Charges <sup>2</sup>	You must pay a) \$478.16 per service vehicle visit (inclusive of GST) if you requested the service between business hours; or b) \$628.50 per service vehicle visit (inclusive of GST) if you requested the service after hours.
10.	Time for performance of service	We will arrange with you a suitable date to commence and complete the Services ("connection date").  Where no connection date is arranged, we will use our best endeavours to ensure the connection date is within 10 business days (where you make an application through your retailer) or within 20 business days (where you have made an application to us directly) after the last to occur of:  i) acceptance by you of our offer; ii) all conditions of offer relevant to the basic connection services being complied with; and iii) where you have made an application to us directly, payment of the connection charges and other amounts payable under this Agreement being received by us as cleared funds in our bank account.

<sup>1</sup> The amount of the meter service charge is set by the Australian Energy Regulator (AER).

<sup>2</sup> You may be required to pay some further amounts in addition to the connection charges (e.g. wasted truck visits, meter service charges, energisation fees) as indicated in the terms of the Model Standing Offer.

11.	Electricity retail arrangements	<p>The energisation of the connection point and supply of electricity to the supply address will not commence until:</p> <ul style="list-style-type: none"> <li>a) you have selected and entered into a contract with a retailer of your choice for the supply address; and</li> <li>b) we have received details about the contract with that retailer; and</li> <li>c) that retailer has requested energisation of your supply address.</li> </ul> <p>If we need to revisit your supply address for the purposes of energising your connection you will have to pay an energisation fee at the rate set by the AER.</p>
12.	Job specific details	[Details specific to the connection work - e.g. meter location.]

# Model Standing Offer for Basic Connection Services

## **BASIC CONNECTION SERVICES**

- NEW CONNECTION
- CONNECTION ALTERATION

# INTRODUCTION

This *model standing offer* comprises:

- This Introduction;
- **Part A:** An explanation of the *offer* process;
- **Part B:** Terms and conditions of providing the *basic connection services*;

## Commencement

This *model standing offer* applies to *applications* for *basic connection services* lodged on or after 1 July 2016.

## What does this model standing offer apply to?

There are two *basic connection services* available under this *model standing offer*:

- a) *New connections*
- b) *Connection alterations*

These *basic connection services* are available where the requirements set out in the definition of *basic connection services* in clause 14 of this *model standing offer* are met. If *your application* involves a *connection* that does not meet any of the requirements of the definition of *basic connection services*, or if *you* wish to negotiate the terms and conditions on which we will provide the *basic connection services*, then *your application* is not for *basic connection services* it is for a negotiated connection. If *you* are seeking a negotiated connection this *model standing offer* will not apply and we will contact *you* and advise of the process for, possible costs and expenses related to, and the applicable terms and conditions for, a negotiated connection.

## Making an application

*Applications* for *basic connection services* can be made by *retail customers* (e.g. *you*), *retailers* or another person acting on behalf of a *retail customer* and *real estate developers*.

*You* can submit an *application* through our *electronic business system*, [connect and manage my electricity](#)<sup>1</sup> or by using the form published on our website. A paper copy of the form can also be obtained by contacting our Network Connections Team (see page 3 for contact details).

*Alternatively*, *you* can make an *application* by contacting *your retailer* and asking them to make an *application* on *your* behalf. If *you* make an *application* through *your retailer* the terms and conditions of this *Agreement* will apply to the provision of the *basic connection services* by us to *you*.

If another person (e.g. a *retailer*) makes an *application*, accepts an *offer* or *deemed offer*, or agrees to the terms of our *Agreement* on *your* behalf, *you* agree that such a person is *your* duly appointed and authorised agent and that person has the power to bind *you* to the terms and conditions of this *Agreement*. Any *connection charges* and any other charges which are payable under this *Agreement* will be billed to *you* via *your* agent (including *your retailer*).

## Incomplete applications

If *your application* is incomplete in a material respect, we will advise *you* of the deficiency and may require *you* to complete *your application* and re-submit it. This applies even if *you* have requested an *expedited connection*.

## Additional information required to assess application

We may require *you* to provide us with any additional information we may reasonably require to assess *your application*.

## Charges

The charges for *basic connection services* are set out in our Distribution Services Price Schedule, all of which have been approved by the Australian Energy Regulator. A copy of our [Distribution Services Price Schedule](#)<sup>2</sup> can be accessed on our website or a printed copy can be obtained by contacting us via the contact details set out on page 3 of this *Agreement*.

**The connection charges for basic connection services include the labour for undertaking the connection works on site (including the labour costs associated with installation of a meter when we supply the meter),**

<sup>1</sup> [myservices.jemena.com.au](http://myservices.jemena.com.au)

<sup>2</sup> [jemena.com.au/documents/electricity/distribution-services-price-schedule](http://jemena.com.au/documents/electricity/distribution-services-price-schedule)

the costs of any relevant premises connection assets, the costs of any common components of minor variations from the standard specifications, materials, back office work and other incidental costs. Please note, however, that the connection charges do not include the cost of supplying you with a meter or the costs of energisation. If we have agreed at item 7 of the offer schedule to supply a meter to you the cost of the meter will be recovered through our meter service charges and we will bill you for the meter service charges via your retailer. We will also bill you for any costs of energisation via your retailer.

Where we have received *your application* (in the form of a *B2B service order* or otherwise) from a *retailer* (for and on *your behalf*), we will send details of the relevant charges to *your retailer* after completion of the *connection work*. *Your retailer* may include any *connection charges* and any other charges payable to us in accordance with this *Agreement* in an invoice to *you*.

Where we have received the *application* direct from *you*, *you* are required to pay the relevant *connection charges* directly to us in accordance with the methods set out in clause 4 of this *Agreement*. Payment must be received prior to provision by us of the *basic connection services*.

### What does Part A of this model standing offer do?

Part A details the *offer* and acceptance process where:

- a) *you* have requested an *expedited connection* (clause 1); or
- b) *you* have requested an *offer* be made by us to *you* (clause 2).

It also sets out the next steps that both *you* and *we* are required to undertake so that *basic connection services* can be provided by us and the new *connection* established.

### What does Part B of this model standing offer do?

Part B sets out the terms and conditions that apply to *you* and *us* in relation to the provision of *basic connection services*.

### What does this Agreement apply to?

This *Agreement* applies to the provision to *you* of *basic connection services*. After the *basic connection services* have been provided and *your connection* has been established and energised we will supply electricity to *you* under, and in accordance with, the terms and conditions of our *Deemed Standard Distribution Contract*<sup>3</sup> (which is located on our website or can be obtained by contacting us via the contact details set out on page 3 of this *Agreement*).

### Privacy Policy

Our *Privacy Policy*<sup>4</sup> is available on our website.

### Understanding this document

Italicised words in this document have the meaning given to them in the Definitions section in clause 14 of this *Agreement*.

### Contacting us

Please ensure *you* read this document. If *you* have any queries in relation to the *connection* or the *Agreement* please visit our website or contact our Network Connections Team as follows:

Network Connections Department  
Jemena  
PO Box 16182, Melbourne VIC 3000  
Phone: 1300 131 871  
Email: [network.connections@jemena.com.au](mailto:network.connections@jemena.com.au)

<sup>3</sup> [jemena.com.au/documents/electricity/deemed-standard-distribution-contract](http://jemena.com.au/documents/electricity/deemed-standard-distribution-contract)

<sup>4</sup> [jemena.com.au/about/privacy](http://jemena.com.au/about/privacy)

## PART A: EXPLANATION OF THE OFFER PROCESS

### 1. Expedited connections

#### 1.1 Offer and acceptance of an expedited connection

Where:

- a) *you* have submitted a properly completed *application* for an *expedited connection* and have provided *us* with any additional information *we* have requested pursuant to clause 1.2 of this *Agreement*; and
- b) *we* are satisfied that the *Conditions of Offer* are met for the *basic connection service* *you* requested;

then

- c) an *offer*:
  - i) in the form of a *deemed offer* for that *basic connection service* as set out on *our website*<sup>5</sup>; and
  - ii) incorporating the terms and conditions set out in this *Agreement* and the information in *your application*;

is taken to have been made by *us* and accepted by *you* on the day which is the latest to occur of the day *we* received *your application*, or where *we* required additional information to assess the *application* the day *we* received and accepted the additional information or (where *you* have not made an *application* via a *retailer*) the day *we* received payment of the required *connection charges* (the *deemed acceptance date*).

If *you* make an *application* via *your retailer* *your application* will be treated as a request for an *expedited connection*.

#### 1.2 Timing of assessment and notification

*We* will assess *your application* and will, within 10 *business days*, provide *you* with advice of:

- a) any deficiency in *your application*. If *your application* is deficient *we* may require *you* to complete or amend *your application* and re-submit it; or
- b) any additional information *we* may require to assess *your application*.

#### 1.3 Where Conditions of Offer are not met

If *we* are not satisfied that *your application* meets the *Conditions of Offer* then *your application* will not be for *basic connections services*. If this is the case *you* will need to apply for a negotiated connection. *We* will notify *you* why the *Conditions of Offer* have not been met within 10 *business days* after the later of receipt of *your application* or receipt of any additional information requested by *us*. *We* will then advise *you* of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

#### 1.4 How will you be notified?

*We* will notify *you*:

- a) electronically where *your application* was submitted electronically through *our electronic business system* (that is all of the information required for a confirmation as set out above will be provided electronically through that system);
- b) in writing or by email, where *your application* was submitted otherwise than through *our electronic business system*;
- c) as otherwise agreed between *you* and *us*; or
- d) via *your retailer* if *you* have submitted *your application* through *your retailer*.

### 2. Explanation of non-expedited connections

#### 2.1 Offer for non-expedited connection

Where:

---

<sup>5</sup> [jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity](http://jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity)

- a) *you* have submitted a properly completed *application* for a *connection* that is not an *expedited connection* and have provided *us* with any additional information *we* have requested pursuant to clause 2.2 of this *Agreement*; and
  - b) *we* are satisfied that the *Conditions of Offer* are met for the *basic connection services* *you* requested;
- then
- c) *we* will, within 10 *business days*, make an *offer*:
    - i) in the form of *our* standard form *offer* for that service<sup>6</sup>; and
    - ii) incorporating the terms and conditions set out in this *Agreement* and the information in *your application*.

## 2.2 Timing of assessment and notification

*We* will assess *your application* and will, within 10 *business days*, provide *you* with advice of:

- a) any deficiency in *your application*. If *your application* is deficient *we* may require *you* to complete or amend *your application* and re-submit it; or
- b) any additional information *we* may require to assess *your application*.

## 2.3 Where Conditions of Offer are not met

If *we* are not satisfied that *your application* meets the *Conditions of Offer* then *your application* will not be for *basic connection services*. If this is the case *you* will need to apply for a negotiated connection. *We* will notify *you* why the *Conditions of Offer* have not been met within 10 *business days* after the later of receipt of *your application* or receipt of any additional information requested by *us*. *We* will then advise *you* of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

## 2.4 How will you be notified?

*We* will notify *you*:

- a) electronically where the *application* was submitted electronically through *our electronic business system* (that is all of the information required for a confirmation as set out above will be provided electronically through that system);
- b) in writing or by email, where the *application* was submitted otherwise than through *our electronic business system*; or
- c) as otherwise agreed between *you* and *us*.

## 2.4 How to accept the offer?

If *you* wish to accept the *offer* and:

- a) *your application* was submitted through *our electronic business system*, *you* must accept the *offer* electronically through that system; or
- b) *your application* was submitted otherwise than through *our electronic business system* – *you* must accept the *offer* in accordance with the instructions set out in the *offer*.

## 2.5 How long is an offer for a non-expedited connection open?

*Our offer* will remain open for acceptance for a period of 45 *business days* from the date of the *offer*, or such longer period specified by *us* in the *offer* or as otherwise agreed by *us* (the *validity period*). If *you* do not accept the *offer* within the *validity period* the *offer* will lapse. If the *offer* lapses and *you* still require a *connection* *you* must commence the *application* process again.

<sup>6</sup> The form of the standard *offer* can be viewed on *our* website [jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity](http://jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity) or obtained by contacting *us* via the contact details set out on page 3 of this *Agreement*.



## PART B: TERMS AND CONDITIONS OF PROVIDING THE BASIC CONNECTION SERVICE

### 3. Formation of Agreement

- a) Upon the *deemed acceptance date* (for an *expedited connection*) or the date of acceptance of the *offer* by you under clause 2 (for a non-expedited connection), you are taken to have entered into an *Agreement* with us to carry out the *basic connection services*.
- b) The *offer* (or *deemed offer* for an *expedited connection*), the *offer schedule*, the *Model Standing Offer*, any completed *acceptance form* and your *application* taken together shall form the *Agreement* between you and us. In the event of any inconsistency between these documents the document mentioned first in this clause shall take priority.
- c) This *Model Standing Offer* is pending approval from the Australian Energy Regulator (AER). If the AER requires any changes to this *Model Standing Offer* as a condition of their approval, we may, by notice to you, alter the terms of an *offer* made to you, or this *Agreement* to the extent required to reflect those changes and the terms of the *Agreement* will be so amended.

### 4. Payment

- a) Where you have applied for *basic connection services* via your *retailer* you will be billed for, and will be required to pay the *connection charges* and any other charges payable in accordance with this *Agreement*, via your *retailer*.
- b) Where you have applied directly to us for the *basic connection service*, you must pay the *connection charges* prior to provision by us of the *basic connection services*. You may make payment to us by providing us with your credit card details. If you wish to make payment via a different method please contact us (via the contact details set out on page 3 of this *Agreement*) to discuss payment options. If any other amounts are payable in accordance with *Agreement* (e.g. *meter service charges*, energisation fees) you will be required to make payment of such amounts to us via your *retailer*.

### 5. Appointment of retailer and energisation

If you have made an *application* directly to us (not through a *retailer*), or if we have indicated at item 7 of the *offer schedule* that we will not be supplying a meter, the energisation of the *connection point* and supply of electricity to the *supply address* will not commence until:

- a) you have selected and entered into a contract with a *retailer* of your choice for the *supply address*; and
- b) we have received details about the contract with that *retailer*; and
- c) that *retailer* has requested energisation of your *supply address*.

You will need to pay an additional fee for energisation at the rate(s) set by the AER. The additional fee is not included in the *connection charges*. We will bill you for these amounts via your *retailer*.

### 6. Description of the connection work

#### 6.1 New connection

A new *connection* means the establishment of a permanent or temporary *connection* (single or three-phase) that is either:

- a) a physical *connection* between a *connection point* (as agreed to, or specified by, us) at the *supply address* and our distribution network that comprises an overhead single span service cable from an existing pole where the length of the service cable does not exceed 45 meters in total and does not exceed 20 metres over your property at the *supply address*; or
- b) a physical *connection* between the *supply address* and our distribution network via an underground electricity cable where the *connection point* is in an existing service pit located at your property boundary at the *supply address*.

The *premises connection assets* comprising the *connection* will be installed by *us*. After the *connection* has been made the *premises connection assets* shall be owned by *us*.

## 6.2 Connection alteration

A *connection alteration* means an alteration of the type set out in the definition of *connection alteration* in clause 14 of this *Agreement*.

## 6.3 Your maximum allocated capacity

*You* must ensure that the demand for electricity at *your supply address* does not exceed *your* maximum allocated capacity.

*Your* maximum allocated capacity is set out at item 6 of the *offer schedule*. *We* shall endeavour to provide *you* with the maximum allocated capacity which *you* have requested in *your application*. However this may not always be possible. If *we* have assessed that *we* are not able to provide the maximum allocated capacity requested in *your application* the capacity *we* are able to provide will be set out in item 6 of the *offer schedule*.

If *you* wish to increase *your* maximum allocated capacity, *we* may charge *you* for the cost of any necessary works to *our* distribution network, in accordance with *our customer connection policy*.

If an increase in *your* maximum allocated capacity would require works to be undertaken to *our* distribution network *your connection* will not fall within the scope of the *basic connection services* and is therefore excluded from this *Agreement*. For *connection services* requiring works to be undertaken to *our* distribution network, *you* may contact *us* (see contact details on page 3 of this *Agreement*) and request a negotiated connection. *We* will advise *you* of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

## 7. Requirements of offer

### 7.1 Installation facilities and access

The *basic connection services* will be provided by *us* subject to the following conditions:

- a) where *your application* is for an overhead *connection*, *you* must, at *your* expense, provide adequate space for mounting and installation facilities for the *premises connection assets* in accordance with the *safety and technical requirements* (in particular the Electricity Safety Act, Electrical Safety Regulations and the *Service Installations Rules*);
- b) *you* must engage a qualified *registered electrical contractor* for all electrical works at *your supply address*;
- c) where *basic connection services* are requested and *our* truck arrives to find the site at the *supply address* is not ready for *connection work* to be carried out then a wasted truck visit charge will apply. Examples where the wasted truck visit charge will apply are:
  - i) the crew arrives to find the site at the *supply address* is not ready for the scheduled work within 15 minutes of arriving;
  - ii) 24-hour's notice is not provided for a cancellation of the *basic connection services*;
  - iii) the site at the *supply address* is locked with a non-industry lock, scaffolding is obstructing any meter position or there has been any non-adherence to the *safety and technical requirements* (in particular the *Service Installation Rules*);
  - iv) a meter required to be installed by *you* has not been installed at the *supply address*; or
  - v) other issues associated with safety arise from an assessment of the site.

### 7.2 New connection (permanent or temporary)

Where the *basic connection services* are a new *connection*, then *our* obligation to provide the *basic connection services* is subject to the following additional requirements:

- a) *you* or *your retailer* or another person acting on *your* behalf must provide *us* with the following correctly completed paperwork:
  - i) a completed *application*;
  - ii) a Prescribed Certificate of Electrical Safety (CES) (supplied by *your registered electrical contractor*); and
  - iii) an Electrical Works Request form (EWR) (supplied by *your registered electrical contractor*).

- b) where the *application* is in the form of a *B2B service order*, and energisation is requested, we will energise the *connection* at the time of undertaking the *basic connection services*;
- c) the *connection* must be metered. If item 7 of the *offer schedule* indicates that we are providing a meter we will install a meter of the type set out in item 7 of the *offer schedule*. If item 7 of the *offer schedule* indicates that we are not providing a meter it is *your* responsibility to source and install an appropriate meter. The meter must be installed at the *supply address* before we are obliged to undertake the *basic connection services*;
- d) a temporary *connection* is provided where supply is requested for a known limited period of up to 12 months.

### 7.3 Connection alterations

Where the *basic connection services* are a *connection alteration* then our obligation to provide the *basic connection services* is subject to the following additional requirements:

- a) we must receive a correctly completed *application*;
- b) you or your retailer must provide us with the following correctly completed paperwork:
  - i) a Prescribed Certificate of Electrical Safety (CES) (supplied by your registered electrical contractor); and
  - ii) an Electrical Works Request form (EWR) (supplied by your registered electrical contractor);
- c) the *connection*, after alteration, must still meet the *Conditions of Offer*.

### 7.4 Requirements for works undertaken by you or on your behalf

Where any electrical work is required to be undertaken at the *supply address* by you or on your behalf (including any contestable works which may include the installation of a meter) you must ensure that such works are carried out:

- a) only by a person with the necessary *qualifications*; and
- b) in accordance with all *safety and technical requirements*.

## 8. Timing of connection work

When a *deemed offer* has been made under clause 1, or an *offer* has been made under clause 2, and the *Conditions of Offer* relating to *basic connection services* are met, we will arrange a suitable date with you to complete the *connection works* ("*connection date*").

Where no *connection date* is arranged, we will use our best endeavours to ensure the *connection date* is within 10 *business days* (where you make an *application* through your retailer) or within 20 *business days* (where you have made an *application* to us directly) after the last to occur of:

- a) acceptance by you of our *offer*;
- b) all *Conditions of Offer* relevant to the *basic connection services* being complied with; and
- c) where you have made an *application* to us directly, payment of the *connection charges* being received by us as cleared funds in our bank account.

## 9. Guaranteed service levels

When a *connection date* for the provision of *basic connection services* (excluding *connection alterations*) has been mutually agreed and we fail to provide the *basic connection services* by that agreed *connection date*, we will pay you the required *GSL payment*.

Where we make an appointment for a specific time with you for provision of *basic connection services*, if we are more than 15 minutes late for the appointment, we will pay you the *GSL payment*.

## 10. Customer obligations

You acknowledge and agree to comply with the following obligations:

- a) you must provide our representatives at all times (provided official identification is produced by our representatives if requested) with convenient, safe and unhindered access to:

- i) the *supply address* and any other sites necessary to complete the *basic connection services*;
  - ii) *our* equipment for any purpose associated with the *connection*, metering or billing of electricity; and
  - iii) *your* electrical installation for the purpose of inspection or testing, or connecting, disconnecting or reconnecting supply.
- b) *you* must provide sufficient space at the *supply address* to accommodate *our* assets, *you* must protect *our* assets from harm and *you* agree not to tamper with, adjust, disconnect, by-pass, interfere with or otherwise damage or render inoperable or inaccurate the metering equipment and *you* must use *your* best endeavours to ensure that no other person does so or attempts to do so;
  - c) *you* must pay any amounts payable under this *Agreement* including the *connection charges*, any *meter service charges* and any additional payments required by this *Agreement* (including any charges for wasted truck visits or fees for energisation).

## 11. Termination

We may terminate this *Agreement* in any of the following circumstances:

- a) the *site information* provided is inaccurate and the terms of this *Agreement* are no longer considered by us to be appropriate in light of the correct *site information*;
- b) notwithstanding *your* acceptance of the *Agreement*, payment is not made by the date due;
- c) *you* have indicated that *you* require an *expedited connection* but we notified *you* that *basic connection services* are not appropriate for *your application* or the *supply address*; or
- d) notwithstanding *your* acceptance of the *Agreement*, the *connection works* have not commenced within 90 days of receipt of the *application* by us because the *Conditions of Offer* have not been met.

## 12. Limitation of liability

12.1 To the extent permitted by *Law* and subject to clause 12.2 below:

- a) no warranties, guarantees, undertakings or conditions are implied into this *Agreement* and, except where expressly stated in this *Agreement*, we give no warranties, guarantees, undertakings or conditions and make no representation to *you* about the condition, suitability, quality, fitness or safety of any electricity supplied or of *our basic connection services* or the *connection works*;
- b) *our* liability (if any) arising from, or in connection with, any failure to comply with any *Law* or any consumer guarantee is limited, as far as the *Law* permits and at *our* option, to resupplying the goods or services (including the *basic connection services*), or paying for their resupply;
- c) we shall not be liable for any *Consequential Loss*;
- d) we are not otherwise liable to *you* unless we have been negligent or acted in bad faith;
- e) if any *Law* (including sections 119 and 120 of the National Electricity Law and regulation 14 of the National Electricity Regulations) provides us with any additional limitations of liability or immunities to those set out in this *Agreement* then nothing in this *Agreement* is intended to, or shall, affect the operation or application of those *Laws*;
- f) any limitations or exclusions of liability in this clause or this *Agreement* apply whether a claim is based on, or arises out of, or in connection with, this *Agreement* or otherwise in contract, tort (including negligence), under any warranty or indemnity, under statute, in equity or otherwise.

12.2 Nothing in this clause 12 shall limit any obligation we have to make a *GSL payment* to *you* due to a failure by us to comply with any applicable guaranteed service level.

## 13. General

- 13.1 This *Agreement* comprises the entire understanding between *you* and *us*. Any previous representations are superseded by this *Agreement* and will have no legal effect.
- 13.2 If for any reason any of the terms of this *Agreement* are held to be invalid, illegal or unenforceable by any court or administrative body, all other terms of this *Agreement* will remain in force and effect.
- 13.3 Any reference in this *Agreement* to *Laws* is a reference to the relevant *Laws* as amended or replaced from time to time. References to a "clause" are to clauses in this *Agreement*.
- 13.4 The *Agreement* will be governed by the *Law* applicable in Victoria.

13.5 Clauses 12 and 13 survive expiration or termination of this *Agreement*.

## 14. Definitions

The terms set out below have the following meanings wherever used in this *Agreement*:

**Acceptance Form**—means:

- a) where *you* are making an *application* for an *expedited connection* to *us* directly the invoice seeking payment for the *basic connection services*;
- b) where *you* are making an *application* for an *expedited connection* to *us* via *your retailer* the response we send to *your retailer* confirming validation of *your application*;
- c) where *you* are making an *application* for a non-expedited connection pursuant to clause 2 of this *Agreement*, the document we provide to *you* at the time we make an *offer*.

**AER**—means the Australian Energy Regulator.

**Application or Applications**—means any application made by *you* (including via a *retailer*) for *basic connection services*.

**Agreement**—means the contract between *you* and *us* for provision of *basic connection services* comprising the documents referred to in clause 3(b) of this *Agreement*.

**Basic connection services**—means a *connection* which meets the following criteria:

- a) a new *connection* involving the establishment of a permanent or temporary *connection* (single or three-phase) with a total capacity of less than 100 Amps per phase that is either:
  - i) a physical *connection* between an agreed *connection* point at the *supply address* and *our* distribution network that comprises an overhead single span service cable from an existing pole where the length of the service cable does not exceed 45 meters in total and does not exceed 20 metres over *your* property at the *supply address*; or
  - ii) a physical *connection* between the *supply address* and *our* distribution network via an underground electricity cable where the *connection* point is in an existing service pit located at *your* property boundary at the *supply address*.
- b) a *connection alteration*;
- c) the new *connection* or *connection alteration* involves no augmentation, replacement or extension of *our* distribution network;
- d) an adequate capacity of electricity is available at the required voltage at the boundary of *your* property at the *supply address*;
- e) the required overhead clearances (as detailed in section 7—Connecting to the Low Voltage (LV) Network of the *Service Installation Rules*) must be able to be achieved and maintained for an overhead *connection* and there must be no excessive property crossing;
- f) the *connection* must be metered;
- g) the *connection* must not be subject to a *pioneer scheme*;
- h) the *connection* does not include *basic micro embedded generator connection services* or *connection* of a *micro embedded generator*.

The type of *basic connection services* applicable to *you* is set out in item 4 of the *offer schedule*.

**Basic micro embedded generator connection services**—means a *connection* which meets the following criteria:

- a) a *connection* between a *micro embedded generator* with a maximum capacity of less than 10 kVA per phase (or 30 kVA three-phase) and *our* distribution network;
- b) the *micro embedded generator* must be connected via an inverter which is compliant with AS4777 – Grid Connection of Energy Systems via Inverters;
- c) the provision of the basic micro embedded generator connection services must involve no augmentation, replacement or extension of our distribution network.

**Business day(s)**—means a day (not being a Saturday or Sunday) on which commercial banks are open for general banking business in Melbourne.

**B2B service order**—means an electronic business to business service order between a *retailer* and *us*.

**Conditions of Offer** —means the requirements set out in set out in clause 7 of this *Agreement* and in the definition of *basic connection services* in clause 14 of this *Agreement*.

**Connection**—means a physical link between *our* distribution network and *your supply address* to allow the flow of electricity via the *premises connection assets*.

**Connection alteration(s)**—means an alteration to an existing *connection* including;

- a) a *connection* upgrade from single phase to three phase supply of less than 100 Amps;
- b) a *connection* upgrade of the service fuse of less than 100 Amps;
- c) relocation of existing *premises connection assets*;
- d) which involves no augmentation, replacement or extension of *our* distribution network;
- e) where adequate capacity of electricity is available at the required voltage at the boundary of *your* property at the *supply address* to accommodate the alteration; or
- f) the required overhead clearances (as detailed in section 7—Connecting to the Low Voltage (LV) Network of the *Service Installation Rules*) must be able to be achieved and maintained for an overhead connection and there must be no excessive property crossing.

**Connection charges**—means the amount that *you* must pay for the provision of the *basic connection services* as set out in item 9 of the *offer schedule*.

**Connection date**—means the date on which *we* complete the *connection works*.

**Connection work(s)**—means all works undertaken by *us* in providing the *basic connection services*.

**Consequential Loss**—means any loss of actual or anticipated profit or revenue, loss of anticipated savings, financing costs of any type, loss of production or production stoppage, increased operating costs, increased cost of working, business or supply interruption costs or loss, wasted internal management or other administrative time, loss of contract, loss of business opportunity, loss of good will, loss of use, loss or corruption of data, economic loss, incidental, punitive, indirect or consequential loss, cost, damage or expense.

**Customer**—means the customer identified in the *application* and set out at item 1 (and if applicable item 2) of the *offer schedule*.

**Deemed Acceptance Date**—means the day an *expedited connection* is taken to have been accepted in accordance with clause 1.1 of this *Agreement*.

**Deemed Standard Distribution Contract**—means *our* deemed standard contract for supply of electricity published on *our* website at Deemed Standard Distribution Contract (as amended from time to time)<sup>7</sup>.

**Deemed Offer**—means an *offer* in the form set out on *our* website<sup>8</sup> for the *basic connection services* requested in *your application* which is deemed to apply if *you* seek an *expedited connection* in accordance with clause 1 of this *Agreement*.

**Electronic business system**—means *our* electricity distribution portal located at connect and manage my electricity<sup>9</sup>.

**Expedited Connection**—means *you* have submitted a complete *application* for *basic connection services* which has been accepted by *us* and *you* have indicated in the *application* that *you* agree to accept the *deemed offer* and the terms of this *Agreement* and do not wish to go through the *offer* and acceptance process.

**GSL Payment**—means the guaranteed service level payments required to be made by *us* in the circumstances, and at the rates and maximum amounts, set out in the Electricity Distribution Code or the Public Lighting Code (whichever is applicable) as may be amended from time to time.

**Law or Laws**—includes all acts, ordinances, regulations and sub-ordinate legislation applicable to this *Agreement* (including the Competition and Consumer Act 2010), any codes, applicable Australian or international standards, any applicable certificates, licences, consents, permits, notices, orders, directions or approvals of organisations having jurisdiction in relation to the subject matter of this *Agreement* and includes any amendment to such instruments made from time to time.

**Meter service charges**—means, where *we* have indicated at item 7 of the *offer schedule* that *we* are supplying a meter the meter service charge is the cost of the meter (as determined by the rates fixed by the AER).

**Model standing offer**—for *basic connection services* means the terms and conditions set out in this document and any attachments to this document.

<sup>7</sup> [jemena.com.au/documents/electricity/deemed-standard-distribution-contract](http://jemena.com.au/documents/electricity/deemed-standard-distribution-contract)

<sup>8</sup> [jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity](http://jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity)

<sup>9</sup> [myservices.jemena.com.au](http://myservices.jemena.com.au)

**Micro embedded generator**—means an embedded generator unit (including an inverter and any related equipment essential to its functioning as a single entity or any requirements of the kind contemplated by AS4777 - Grid Connection of Energy Systems via Inverters) for which *basic micro embedded generator connection services* are required (e.g. solar panels, wind generators, battery storage).

**National Electricity Rules**—means the National Electricity Rules (made under the National Electricity Law) as set out in, or amended by, the National Electricity (Victoria) Act 2005 and the National Electricity (Victoria) Further Amendment Act 2016 and as further amended from time to time.

**Offer**—means the offer made by *us* to *you* (in accordance with clause 2 of this *Agreement*) to provide *basic connection services* and which comprise an *offer letter*, the *offer schedule* and the *model standing offer*.

**Offer letter**—means the letter provided by *us* to *you* setting out the terms and conditions upon which *we* will provide *basic connection services* to *you*.

**Offer Schedule**—means the schedule attached to the *offer letter* or included in a *deemed offer*.

**Our, we, us or Jemena**—means Jemena Electricity Network Pty Limited (ABN 82 064 651 083) and, as applicable, *our* contractors, subcontractors or agents.

**Pioneer scheme**—means a scheme in accordance with Part E of Chapter 5A of the *National Electricity Rules* and the AER's Connection Charge Guidelines for Electricity Retail Customers which applies where one customer (the original customer) has, within the last 7 years, funded the costs of extending *our* distribution networks (the extension assets) and another *retail customer* seeks a *connection* via the extension assets.

**Premises connection assets**—means the components of *our* distribution network used to provide *basic connection services* to *you* which includes:

- a) for an overhead *connection* – the service line from *our* power pole to the *supply address* and the fused overhead line *connection box*; or
- b) for an underground *connection* – the underground service pit.

**Qualifications**—means a *registered electrical contractor* or any alternative qualification accepted or agreed to by Energy Safe Victoria.

**Registered electrical contractor**—any person in the business of electrical contracting or offering to contract who is registered by Energy Safe Victoria as an electrical contractor.

**Real estate developer**—means a person who carries out a *real estate development*.

**Real estate development**—means the commercial development of land including its development in one or more of the following ways:

- (a) subdivision;
- (b) the construction of commercial or industrial premises (or both);
- (c) the construction of multiple new residential premises.

**Retail customer**—has the same meaning as in the National Electricity Law, (that is, a person to whom electricity is sold by a *retailer*).

**Retailer**—means a person who holds, or is exempt from holding, a retail licence to sell electricity (other than through the wholesale electricity market) under the Electricity Industry Act (Vic) 2000.

**Safety and Technical Requirements**—includes the Electricity Industry Act 2000 (Vic), the Electricity Safety Act 1998 (Vic), the Essential Services Commission Act 2001 (Vic), the National Electricity (Victoria) Act 2005 (Vic), the National Electricity (Victoria) Further Amendment Act 2016, the *National Electricity Rules*, the Occupational Health and Safety Act 2004 and any regulations or determinations under those Acts (including the Electricity Safety (Installation) Regulations 2009, Electricity Safety (Electric Line Clearance) Regulations 2010 (Vic) and the Occupational Health and Safety Regulations 2007), the National Electricity Law, any codes (including the Electricity Distribution Code), the Victorian *Service Installation Rules*, the Victorian Electricity Supply Industry (VESI) The Green Book 2013, VESI Fieldworkers Handbook 2008, VESI Skills and Training Guideline 2016, VESI Installation Supply Connection Test & Procedures 2016, VESI Tasks for the Application of Safe Approach Distance – Special, any order (including Orders in Council G17, G33 and G36), or other instrument applying from time to time in Victorian to the electricity market, any order or certification of the ESC, Worksafe or other government or regulatory body have jurisdiction over the electricity industry or the subject matter of this *Agreement*, AS2467 – Maintenance of Electrical Switchgear, AS/NZS3000:2007 – Australian/New Zealand Wiring Rules, AS/NZS61000 – Electromagnetic Compatibility, AS4777 – Grid Connection of Energy Systems via Inverters, AS/ANZS 5033:2012 – Installation of Photovoltaic (PV) Arrays, AS/NZS3760 – In-

Service Safety Inspection and Testing of Electrical Equipment, any guidelines (including the Clean Energy Council (CEG) webpage - Solar Accredited Section – Compliance and Standards and guidelines issued by WorkSafe) and any other *Law*, statute, regulation, proclamation, order in council, direction, tariff, guideline or standard which can be enforced by *Law* or by a regulatory authority applicable to the electricity industry or to the subject matter of this *Agreement*, Jemena internal guidelines (including AMI Electricity Meter Installation, Configuration & Commissioning (ELE PR 1501), Customer Installation Defect Management Procedure (ELE PR 1408), Work Instruction / Meter Installation –fixing screws (ELE WI 1522), Jemena Electricity Network Asbestos Management Plan (JEN PL 3001), Jemena Electricity Network Environmental Management Plan (JEN PL 0061), Testing of Connections and Energisation of Customer Supplies (ELE PR 0023), Jemena Sub-Contractor Engagement Guide for Works on Jemena Electricity Network (ELE GU 0015), any other requirements *we* may advise *you* of from time to time and includes any amendment to, or replacement of, such instruments from time to time.

**Service Installation Rules**—means the Victorian Services and Installation Rules with which all *connections* or proposed *connections* to *Jemena's* electricity distribution network must comply with as a condition of acquiring and maintaining an electricity supply.

**Site information**—means the site details provided in *your application* about the *supply address* as set out in item 12 of the *offer schedule*.

**Supply address**—means a single premise located at the address set out in item 3 of the *offer schedule*.

**Validity Period** —means the period in which an *offer* made by *us* is open for acceptance by *you* as detailed in clause 2.5 of this *Agreement* and item 8 of the *offer schedule*.

**You and your**—means a *retail customer* and the person identified at item 1 (and if applicable item 2) of the *offer schedule*.