



# **Model Standing Offer Basic Connection Service for Retail Customers (Without Generation)**

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20 March 2019



**Customer Name:**

**Customer Address:**

**Offer Date:**

**Application Reference Number:** <To be provided>

**Connection Applicant:**

Dear <Connection Applicant Name>,

We are pleased to provide this Offer to carry out **United Energy Basic Connection Services** as requested in your **connection application**.

Please read this Offer (including the attached Parts 2, 3 and 4) carefully.

### **How to Accept this Offer**

You may accept this Offer by signing and returning this Letter of Offer (in the section below headed "Acceptance Form") to the United Energy mailing address specified below within 45 **business days** from the Offer Date.

This Offer will lapse if not accepted within 45 **business days** from the Offer Date and you will need to make a new **connection application** if you wish to proceed. If you need to extend the time for acceptance or if any of the details in this Offer are incorrect, please contact United Energy.

### **Authority to Contract – Who can accept this Offer?**

This Offer can be accepted by either the Customer specified above, or another person authorised by the Customer to do so (e.g. an electrical contractor or the customer's electricity **retailer**).

### **Formation of Contract**

When this Offer is accepted, this document will form a **connection contract** between the Customer and United Energy.

That connection contract comprises four parts being

Part 1. This Letter of Offer

Part 2. Connection Specific Details

Part 3. General Terms and Conditions

Part 4. Description of Services and Charges

**Regards**

**UNITED ENERGY DISTRIBUTION PTY LTD:**

[ueconnections@ue.com.au](mailto:ueconnections@ue.com.au)

**ACCEPTANCE FORM**



By signing and returning this offer, the **connection applicant** named in this document accepts the offer set out in this document.

If the signatory is not the Customer, the signatory warrants the signatory's authority to accept the offer for and on behalf of the Customer and that the Customer is aware of the terms of the offer

This acceptance form should be returned to United Energy at: [ueconnections@ue.com.au](mailto:ueconnections@ue.com.au)

Application Reference Number: <To be provided>

Or via mail to:

PO Box 449

Mt Waverley Vic 3149

If you mail this acceptance form to us please note that this offer will not be treated as accepted until the form is actually received by us in our PO Box. Therefore please make sure you allow sufficient time for the form to reach us (we suggest 2 business days if you send by priority post and otherwise 6 business days).

Acceptance by Individuals

Signature:..... Date:.....

Print Name:.....

Witness Signature:..... Witness Name:.....

Acceptance by Companies

Option 1: Company name .....

Director signature:..... Director / Secretary signature:.....

Print Name:..... Print Name:.....

Date:.....



Option 2: Company name .....

Authorised

Representative:.....

Witness:.....

Print Name:.....

Print Name:.....

Date:.....

If the signatory is not the Customer, please specify relationship between the signatory and the Customer (e.g. retailer).

.....



## Part 2 – Connection Specific Details

1.	<b>Customer Contact and Address Details</b>	<p>[Customer Name]</p> <p>[street/postal]</p> <p>[email]</p> <p>[Contact Person]</p> <p>[Phone no]</p> <p>[Mobile Phone no]</p> <p>[If not completed then the contact and address details are as specified in the <b>connection application</b>]</p>
2.	<b>Premises</b> [the location of the work and connection]	[If not completed then the <b>Premises</b> are as specified in the <b>connection application</b> ]
3.	<b>Premises Connection Assets</b>	The United Energy owned service line which will <b>connect</b> the United Energy electricity distribution network to the connection point
4.	<b>Maximum Connection Capacity</b>	<p>The maximum potential connection capacity will be 100 amps per phase.</p> <p>Unless otherwise requested in the <b>connection application</b> and agreed to by us in writing, the <b>Premises</b> will be fused at 80 amps.</p>
5.	<b>United Energy Basic Connection Service</b>	[If not completed then the relevant service set out in Part 4 which we determine is relevant and appropriate given what has been requested in the <b>connection application</b> and any legal or technical considerations which limit the nature of the <b>connection</b> that can be provided to the <b>premises</b> ]
6.	<b>Customer's Activities (including installation requirements)</b>	<p>The Customer in accordance with AS/NZL</p> <ul style="list-style-type: none"> <li>a) install consumer mains between the <b>premises</b> main switchboard and the connection point and the metering equipment;</li> <li>b) provide a suitable mains connection box, complete with <b>premises</b> service connectors for the connection of any overhead/underground service line of United Energy to the conductors referred to in (a);</li> <li>c) arrange for the Customer's <b>registered electrical contractor</b> to install suitable metering isolation links to individually isolate the metering equipment;</li> <li>d) if the Customer is permitted to have a person other than United Energy install the metering equipment and your Retailer elects to do so, install such metering equipment.</li> </ul>



7.	<b>Metering Equipment</b>	<p>The <b>premises</b> must include metering equipment unless we agree otherwise. We will only agree if there is no legal requirement to install metering equipment and we consider the circumstances of the <b>connection</b> are such metering equipment is not required (including having regard to our legitimate needs and those of other electricity industry participants).</p> <p>Where United Energy is the Metering Coordinator we will arrange to install any required metering equipment (of a type and quantity to be determined by us having regard to <b>energy laws</b>) and levy a metering charge (determined in accordance with <b>energy laws</b>).</p> <p>If the <b>premises</b> already has a Type 4 metering installation, no new metering equipment will be installed.</p> <p>If the consumption at the <b>premises</b> is (or is projected to be) above 160 MWh per annum the Customer must ensure metering equipment is installed.</p>
8.	<b>Connection Charges</b> [if applicable]	[If not completed then charges (if any) determined in accordance with those parts of Part 4 which we determine are relevant given the <b>United Energy Basic Connection Service</b> being provided]
9.	<b>Timetable</b>	<p>We will commence provision of the <b>United Energy Basic Connection Service</b> once you have complied with the conditions in Schedule 1 of Part 3.</p> <p>Unless an alternative completion date has been agreed with you we will use our best endeavours to complete the <b>connection</b> by:</p> <ul style="list-style-type: none"> <li>a) if we have received a request from your <b>retailer to energise</b> the <b>connection</b>, within 10 <b>business days</b> of your acceptance of our <b>connection offer</b>; or</li> <li>b) if we have not received a request from your <b>retailer to energise</b> the <b>connection</b>, within 20 <b>business days</b> of your acceptance of our <b>connection offer</b>.</li> </ul> <p>Our ability to meet these timeframes is subject to you satisfying the pre-conditions set out in Schedule 1 of Part 3 and you providing us convenient and unhindered access to the <b>premises</b> and otherwise complying with Part 3.</p>
10.	<b>Technical and Safety Obligations</b>	All work on the Customer's side of the <b>connection</b> , including for temporary supplies must be carried out by a <b>registered electrical</b>



		<p><b>contractor</b> and must be carried out in accordance with:</p> <ul style="list-style-type: none"><li>a) the Electricity Safety Act 1998;</li><li>b) the AS/NZS3000:2000 Wiring Rules; and</li><li>c) the Victorian Electricity Distributors Service &amp; Installation Rules.</li></ul> <p>In addition where the <b>connection</b> is for a temporary supply the Customer must comply with AS/NZS3012:2003 (Construction and Demolition sites).</p> <p>If you are installing a Type 4 metering installation it must be installed by an AEMO (Australian Energy Market Operator) accredited metering provider and must comply with the requirements of the National Electricity Rules and the Victorian Electricity Customer Metering Code (including that fireproof housing is maintained for the metering equipment).</p> <p>If United Energy is Metering Coordinator your retailer must also request a metering service.</p>
11.	<b>Contestable Works</b>	<p>If the <b>premises</b> has an existing Type 4 metering installation then any change or upgrade to that metering installation is contestable.</p> <p>If your consumption of electricity at the <b>premises</b> is (or is projected to be) above 160 MWh per annum then you may elect to have metering equipment installed by a person other than United Energy.</p> <p>Except as provided above none of the works involved in providing the <b>United Energy Basic Connection Services</b> are contestable.</p>



## Part 3 – General Terms and Conditions

### 1. The contract between you and us

This clause 1 describes what makes up the contract between you and us.

- (a) Where we provided to you and you accepted a letter of offer then your contract consists of that letter of offer (Part 1 of the contract) and Parts 2 to 4 attached to that letter of offer (being Parts 2 to 4 of this document).
- (b) Where you entered into a **connection contract** with us through the expedited process then your contract consists of your **connection application** (except to the extent inconsistent with Part 2 of this document) and Parts 2 to 4 of this document.
- (c) You are taken to have entered into a **connection contract** with us through the expedited process where you requested an expedited **connection** in your **connection application** and indicated a **connection offer** in terms of our **model standing offer** is acceptable to you.
- (d) You are taken to have entered into a **connection contract** with us through the expedited process where:
  - (i) you requested an **expedited connection** in your **connection application** and indicated a **connection offer** in terms of our **model standing offer** is acceptable to you; or
  - (ii) your **retailer** made the **connection application** on your behalf using the forms we designate as applicable to customers seeking an **expedited connection**.

### 2. Definitions

- (a) References in this **contract** to “us”, “we”, “our” or “United Energy” are references to United Energy Distribution Pty Limited ABN 70 064 651 029.
- (b) References in this **contract** to “you” or “your” are to the **retail customer** referred to in the **connection application**.
- (c) Any words appearing **like this** in Parts 2 to 4 of this document :
  - (i) which are given meanings in clause 2(d) below, have those same meanings; or
  - (ii) which are not given meanings in clause 2(d) below, have the same meanings as they have in the National Electricity Rules. You can find those rules at [www.aemc.gov.au/Electricity/NationalElectricity-Rules/Current-Rules.html](http://www.aemc.gov.au/Electricity/NationalElectricity-Rules/Current-Rules.html).
- (d) In Parts 2 to 4 of this document:

**business day** means a day other than a Saturday, a Sunday or a public holiday in Victoria.

**Consequential Loss** is defined in clause 6.3(a).

**contract** means the contract described in clause 1.

**energy laws** means those statutes, regulations and legally binding instruments under them which regulate the supply of electricity in Victoria and activities associated therewith, including the *Electricity Industry Act 2000*, the National Electricity Law, the National Electricity Rules and codes and guidelines published by the Essential Services Commission of Victoria.

**expedited connection** means the concept referred to in clause 5A.F.3 of Chapter 5A of the National Electricity Rules.





**force majeure event** means any event or circumstance whatsoever that is outside our control, and includes any act or omission of our subcontractors.

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

**Ongoing Connection & Supply Contract** means a deemed distribution contract entered into between you and us under section 40A(5) of the *Electricity Industry Act 2000*, any varied version of that contract you and we have agreed to under section 40A(8) of the *Electricity Industry Act 2000* or any substitute contract to that contract you and we have entered into. **premises** means the premises referred to in Part 2 “Connection Specific Details”.

**registered electrical contractor** means a person, partnership or company registered with Energy Safe Victoria as a “Registered Electrical Contractor” under the Electricity Safety Act 1998.

**United Energy basic connection service** means a **basic connection service** of a type described in Part 4, being the category of basic connection service specified in Part 2 “Connection Specific Details”.

**terms and conditions** means the terms and conditions set out in this Part 3.

### 3. Term of the contract

#### 3.1 When does the *contract* start?

- (a) Where you entered into a **connection contract** with us through the expedited process, the **contract** starts from when we received your properly completed **connection application**.
- (b) If we provided you with a letter of offer, the **contract** starts when we receive your acceptance of that letter of offer (and provided the acceptance is received within 45 **business days** of the “Offer Date” or by such later time as we agree in writing).

#### 3.2 Reasons this contract may be terminated without completion of a United Energy basic connection service

- (a) If we become aware that a **United Energy basic connection service** is not the appropriate **connection service** for you then we will advise you of that within 10 **business days** after receiving your completed **connection application**. If we give such a notice then this **contract** will terminate and you may negotiate with us a **negotiated connection contract**.
- (b) A **United Energy basic connection service** does not include a **connection** to a site which will involve high levels of complexity or risks. If we identify the **premises** or the nature of the work required at the **premises** as being of high complexity or risk we may end the **contract** and advise you of the basis upon which you may negotiate with us a **negotiated connection contract**.
- (c) If on the basis of inaccurate information provided by you to us, whether directly or indirectly (for example, information which you provide to your **retailer** which is then provided to us), we erroneously form the view that your proposed **connection** is a **connection** to which a **United Energy basic connection service** applies then we may, upon becoming aware this is not correct, elect, by notice to you, to end the **contract**. In such case:
  - (i) we will refund to you any amount you have paid to us, less such part of that amount as is required to recover our reasonable costs and expenses incurred to the date of cancellation or which arise because of the cancellation (including costs and expenses which accrue due after the date of cancellation but which arise from steps taken by us before the date of cancellation); and
  - (ii) if you request we will negotiate with you in accordance with the National Electricity Rules a **negotiated connection contract** setting out the terms upon which we will establish or alter a **connection** to the **premises**.



- (d) We have the right to terminate the **contract** without completing (including starting) the **United Energy basic connection service** if you fail to meet any of your obligations under the **contract**.

#### 4. What we will do under the contract

##### 4.1 Provide a United Energy basic connection service

- (a) Under the **contract**, we agree to provide you with the **United Energy basic connection service** determined by us under clause 4.1(b), unless:
- (i) we exercise a right we have under a clause in these terms and conditions to not provide that service; or
  - (ii) we are required by any applicable law, or exercise a right we have under any applicable law, to not provide that service.
- (b) The particular **United Energy basic connection service** that we will provide is the **United Energy basic connection service** that we, in our absolute discretion (but acting reasonably), consider to be the most appropriate in the circumstances.

##### 4.2 The nature of the connection we will provide

- (a) Part 4 sets out for each **United Energy basic connection service**, a description of:
- (i) the **connection** (being the physical link between our electricity distribution network and the **premises**); and
  - (ii) any **premises connection assets** (being components of our electricity distribution network used to provide the service and of which we retain ownership).
- (b) The maximum capacity of the **connection** for a **United Energy basic connection service**, is 100 amps per phase.
- (c) We have the absolute right to determine the design, specification and any other requirements for a **United Energy basic connection service**, which could include (for example, in the case of a new **connection**) determining:
- (i) where the **premises** are to be **connected** to our electricity distribution network; and (ii) the point of origin, route and facilities required for any such **connection**.
- (d) We do not provide **United Energy basic connection services** to:
- (i) **premises** which have an embedded network;
  - (ii) **premises** for which current transformer metering is required or requested by the **customer**.

If either of these apply to the **premises** then you will need to negotiate a **negotiated connection contract** with us to enable a new or altered **connection** to the **premises**.

- (e) We are only able to provide a **connection** service by an underground cable where we have an existing underground pit located at the boundary of the **premises** and that pit can service the **premises** without the pit needing to be upgraded or expanded.

##### 4.3 When we will start and finish the United Energy basic connection service

- (a) Where your **connection application** is for a **new connection** or a **connection alteration** we will use our best endeavours to:
- (i) start providing the relevant **United Energy basic connection service** to you on; and



- (ii) complete that service by,

the date(s) we agree with you, provided you have met all of the pre-conditions and your other obligations under the **contract**.

- (b) If your **connection** application is for a new **connection** and we are unable to agree such date(s) with you, we will use our best endeavours to start providing, and to complete, the relevant **United Energy basic connection** service within 10 business days, of your acceptance of our **connection** offer, provided we have received a request from your retailer to energise the **connection** and provide the metering service (where required) and within 20 business days from your acceptance of our **connection** offer where we have not received such requests. Our ability to meet these timeframes is subject to you satisfying the pre-conditions set out in Schedule 1 of Part 3 and you providing us convenient and unhindered access to the **premises**.
- (c) Despite clauses 4.3(a) and 4.3(b), we will have the right to delay the commencement, or completion, of a United Energy basic **connection** service due to a force majeure event, for as long as that event continues.
- (d) Again, despite clauses 4.3(a) and 4.3(b), if, at any time after the contract starts, we become aware of any material information or circumstance which, had we known of it before the contract was created, would have resulted in us not entering into the contract with you, then we will be entitled to take such reasonable actions as we consider to be appropriate in the circumstances.

For example, if we discover that information provided in your **connection application** is incorrect in a material respect, or if we carry out a physical inspection at your **premises** and discover unexpected things that will negatively impact upon the work we need to do, then we might postpone work that we have agreed to do under the **contract** until you have provided us with the correct information, or until such action that we may reasonably require has been taken by you (or, if we so choose, by us) to satisfactorily deal with those unexpected things.

- (e) Without limitation, the following matters may delay us undertaking the work involved in providing the United Energy basic **connection** service:
  - (i) if you fail to comply with the contract;
  - (ii) events beyond our reasonable control (for example severe weather events);
  - (iii) if emergencies or other events adversely impact our electricity distribution network and, as a prudent operator, we need to divert resources to address these events;
  - (iv) if there are delays in obtaining from relevant government agencies, local authorities or operators of other infrastructure (for example roads or telecommunications infrastructure) the approvals and consents required by us to perform the work necessary to establish or alter the **connection**;
  - (v) if we suspend work in circumstances permitted by the contract.
- (f) Unless otherwise agreed by us and you, we will undertake our work between the hours of 8.00am and 4.45pm on business days. Except to the extent we have agreed to undertake after hours work, we are not obliged to undertake work outside the hours of 8.00am and 4.45pm on business days to overcome or mitigate the extent of any delay which has occurred.

#### 4.4 Other things we will do

In addition to the actions described above in this clause 4, each of you and us agree to:

- (a) meet our other obligations set out in the **contract**, and (b) comply with the **energy laws**.



## 5. What you must do before we will provide a United Energy basic connection service

### 5.1 Provide us with all information we need

- (a) You must give us:
- (i) all information about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any aspect of any **United Energy basic connection service** or the **premises**, as early as possible before we commence a **United Energy basic connection service**; and
  - (ii) all other information that we may reasonably require at any time for the purposes of the **contract**.
- (b) You must also notify us immediately if:
- (i) any information that you have previously provided to us is no longer accurate in any respect; or
  - (ii) you become aware of any matter or thing that might affect in any way:
    - 1. the nature, cost or timing of any aspect of the **United Energy basic connection service** that we are to provide under the **contract**; or
    - 2. anything else we are required to do under the **contract**.
- (c) All information you give us must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 5.2 Carry out preliminary work and satisfy pre-conditions

- (a) We will not be required to start a **United Energy basic connection service** for you unless you have first:
- (i) properly carried out the preliminary work (if any) at or near the **premises** that we require to be carried out before we will perform the relevant **United Energy basic connection service**; and
  - (ii) satisfied each other pre-condition required to be satisfied before we will perform a **United Energy basic connection service**.
- (b) The preliminary work that must be carried out by you, or on your behalf, and the pre-conditions that you must satisfy, are described in Schedule 1 to this Part 3.
- (c) Where you have requested a new **connection** from us we are not obliged to energise this new **connection** until we receive a request to energise the new **connection** from a retailer or we are otherwise satisfied you have a contract with a retailer in relation to the **premises**.

### 5.3 Ensure we are given safe and unhindered access to the premises and surrounding land, protect our equipment, etc

- (a) You must allow us, and our authorised representatives and subcontractors to have access to the **premises**, the surrounding land and all improvements on the land at all times we require so that we can carry out an inspection (if we choose to do one and including an inspection of your electrical installations) and provide a **United Energy basic connection service**. The access you provide must be safe, convenient and unhindered, and includes you taking all appropriate action to prevent menacing or attack by animals whenever we, our authorised representatives or subcontractors attend at, or near, the **premises**. If necessary you must provide safety equipment and appropriate safety instructions to our representatives to ensure our safe access to the **premises**. If you do not provide access as required by this paragraph, we will not be required to provide a **United Energy basic connection service**.
- (b) If we need access to any neighbouring properties in order to carry out the **United Energy basic connection service** for you, but we are refused such access, or a physical impediment (like a fence)



prevents us from gaining that access, or we gain access but it is either unsafe or we are hindered in any way, then we will not be required to provide a **United Energy basic connection service**.

- (c) If we require it, you must accommodate at your **premises** and protect from harm, any items or equipment (including any network device) that we or our subcontractors install in order to provide you with a **United Energy basic connection service**.

#### 5.4 Compliance with safety and technical requirements and the Victorian Service Installation Rules generally

- (a) You must ensure that all work in relation to the electrical installation at the **premises** must be, or must have been, carried out by a **registered electrical contractor**.
- (b) You, and any **registered electrical contractor** engaged by you, must comply with:
  - (i) the requirements of Australian Standard/New Zealand 3000 – Wiring Rules, and Australian Standard/New Zealand 3008 – Electrical Installations: Selection of Cables;
  - (ii) those parts of the Victorian Electricity Distributors Service & Installation Rules that apply in relation to a **United Energy basic connection service**, including all those parts which describe, or set out, safety and technical requirements of the electricity distributors;
  - (iii) the technical requirements set out in the *Electricity Industry Act 2000*, *Electricity Safety Act 1998* and associated regulations made under each Act; and
  - (iv) the United Energy applicable technical specifications (which can be found on the website [www.unitedenergy.com.au](http://www.unitedenergy.com.au)).
- (c) We will not be required to provide a **United Energy basic connection service** unless you comply fully with the requirements of this clause 5.4.
- (d) The Victorian Electricity Distributors Service & Installation Rules are located at the website <http://www.victoriansir.org.au/>, and may be amended from time to time.

#### 5.5 Pay the connection charges (if any) for the United Energy basic connection service, and pay any other applicable charges

- (a) Except where clause 5.5 (b) applies, you must pay us the **connection charges** that are payable for the **United Energy basic connection service** we provide under the **contract**.
- (b) If your **retailer** has applied on your behalf for the **United Energy basic connection service** (that is your **retailer** accepted the offer on your behalf) we will bill your **retailer** for the **connection charges** that are payable for the **United Energy basic connection service** we provide under the **contract**. Your **retailer** may seek to recover the **connection charges** from you in accordance with your contractual arrangements with that **retailer**.
- (c) Where you are required to pay us the **connection charges** then you must pay these to us on acceptance of the offer or by the due date where we issue an invoice to you for those **connection charges**. We may issue invoices to you before we commence our work and are not obliged to commence our work until the invoices are paid.
- (d) The **connection charges** have been determined based upon the information you have, both directly and indirectly (for example, information which you provide to your **retailer** which is then provided to us), provided to us. If this information is inaccurate then we may:
  - (i) revise the **connection charges** to reflect the level the **connection charges** would have been set at had accurate information been provided to us; and
  - (ii) charge you a wasted **connection** appointment fee (as set out in Section B of Part 4).



- (e) Part 4 describes the **connection charges** payable for the various **United Energy basic connection services** or provides a link to those sections of our website which explain how those charges are calculated.
- (f) Section B of Part 4 describes other charges (and where you will find the amount of them) that we are entitled to charge, and the circumstances in which they will be payable by you. If any of those charges are payable by you, we will (unless we invoice them to your **retailer**) send you an invoice for the amount payable and you must pay that amount to us in full by the date required on that invoice. Where we invoice your **retailer**, your **retailer** may seek to recover the charges from you in accordance with your contractual arrangements with that **retailer** (g) If you do not pay the full amount of:
  - (i) the **connection charges** by the due date of our invoice; or
  - (ii) any additional charges that we invoice you for under clause 5.5 (f) by the date required on the invoice,
  - (iii) then, in addition to the relevant amount payable and subject to the requirements of applicable law, you agree to pay to us (on demand) an amount equal to all of the costs and expenses that we incur in seeking, and/or recovering, payment from you.

## 6. Liability

### 6.1 How these terms operate with the Competition and Consumer Act, etc

- (a) The Competition and Consumer Act 2010 and some other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.
- (b) Unless one of those laws requires it, we give no condition, warranty, guarantee or undertaking, and we make no representation to you, regarding any matter including as to:
  - (i) the condition or suitability of electricity or a **United Energy basic connection service**; or (ii) the quality, fitness or safety of electricity or a **United Energy basic connection service**, other than those set out in the **contract**.
- (c) Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
  - (i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; or
  - (ii) in the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- (d) We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.
- (e) Sections 119 and 120 of the National Electricity Law, and any other limitations of liability or immunities granted under electricity legislation, are not limited in their operation or application by anything contained in the **contract**.

### 6.2 Our liability in relation to electricity supply issues

You acknowledge and agree that:

- (a) :
  - (i) the **contract** does not apply to the ongoing **connection** of your **premises** to our electricity distribution network or to the supply of electricity to those **premises**; and





- (ii) the ongoing **connection** of your **premises** to our electricity distribution network and the supply of electricity to those **premises**, are governed by a separate contract that you have with us (**Ongoing Connection & Supply Contract**); and, accordingly
- (b) the liability (if any) that we may have to you in relation to any losses you may suffer because of:
  - (i) problems with the quality of supply of electricity to your **premises** (such as power surges and drops); or
  - (ii) interruptions to or failures of the supply of electricity to your **premises**; or
  - (iii) problems with the ongoing **connection** of your **premises** to our electricity distribution network; or
  - (iv) any other matter that is the subject of, or is dealt with by, the **Ongoing Connection & Supply Contract**,

is governed solely by the **Ongoing Connection & Supply Contract**, and we will not have any liability to you under the **contract** in relation to any of those matters.

### 6.3 No liability for indirect or consequential losses

- (a) To the maximum extent permitted by law, and despite any other provision of the **contract** (except for clause 6.2 (b) we are not liable to you or anyone else for any:
  - (i) loss of production, revenue, profit, business, goodwill, opportunity, contract, or anticipated savings, or any loss or corruption of data or loss of privacy of communications; or
  - (ii) indirect, special or consequential loss, cost, damage, or expense,

(**Consequential Loss**) that arises because of any act or omission by us or our authorised representatives or subcontractors in carrying out, or failing to carry out, a **United Energy basic connection service** or any other obligation of ours under the **contract**.
- (b) Despite any other provision of the **contract**, you are not liable to us for any Consequential Loss that arises because of any act or omission by you (other than a failure to pay amounts due to us under the **contract**) in relation to a **United Energy basic connection service** or any other obligation of yours under the **contract**.

### 6.4 Guaranteed Service Levels

Nothing in this clause 6 limits our obligation to pay you an amount we are required to pay you under the Electricity Distribution Code because we have failed to comply with a guaranteed service level.

### 6.5 Survival

This clause 6 survives the expiration, or termination, of the contract.

## 7. Complaints and dispute resolution

- (a) If you have a complaint relating to the **contract**, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) Our standard complaints and dispute resolution procedures are published on our website at <https://www.unitedenergy.com.au/contact-us/dispute-resolution-process>.

## 8. General

### 8.1 Our obligations



- (a) Some obligations placed on us under the **contract** may be carried out by our subcontractors.
- (b) If an obligation is placed on us to do something under the **contract**, then:
  - (i) we are taken to have complied with the obligation if a subcontractor to us does it on our behalf; and
  - (ii) if an obligation is not complied with, we are still liable to you for the failure to comply with that obligation.

## 8.2 GST

- (a) The amount payable for a **United Energy basic connection service** and any other amounts payable under the **contract**, may be stated to be exclusive or inclusive of **GST**. Clause 8.2(b) applies unless an amount payable under the **contract** is stated to include **GST**.
- (b) Where an amount paid by you or by us under the contract is payment for a 'taxable supply' as defined for **GST** purposes then, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the recipient of that taxable supply.

## 8.3 Generation

This **contract** does not permit you to install and operate a generating system at the **premises**. If you wish to install a generating system you must make an application to us in accordance with the National Electricity Rules. You may not install and operate the generating system until we have formed a contract with you relating to the terms upon which that generating system may be installed by you and connected to our electricity distribution network.

## 8.4 Privacy of personal information

- (a) We will comply with all relevant privacy legislation in relation to your personal information.
- (b) You can find our privacy policy on our website at <https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/UE-Privacy-Policy-March-2016.pdf>.
- (c) If you have any questions, you can contact our Privacy Officer on (03) 8846 9900 or by email at [privacy@ue.com.au](mailto:privacy@ue.com.au).

## 8.5 Notices

- (a) Unless any part of the **contract** states otherwise (for example, where phone calls are allowed), all notices in relation to the **contract** must be sent in writing.
- (b) We can send notices to you at the address set out in your **connection application** or at the most recent address that we have for you.
- (c) If a notice is sent by post, we can assume that you received the notice on the second **business day** after it was sent by us if sent by priority post and on the sixth **business day** after it was sent by us if sent by regular post.

## 8.6 Accrued rights and obligations

Rights and obligations that accrued before the end (or earlier termination) of the **contract**, continue despite the end (or earlier termination) of the **contract**.

## 8.7 Applicable law

The laws of Victoria govern the **contract**.





## Part 3 - Schedule 1

### PRELIMINARY WORKS AND OTHER PRE-CONDITIONS THAT MUST BE SATISFIED BY YOU FOR A UNITED ENERGY BASIC CONNECTION SERVICE TO BE PROVIDED

You must satisfy the following pre-conditions:

- (a) if we require it, your identity must be established by the provision to us of acceptable identification (as defined in the Electricity Distribution Code);
- (b) if we require it, where the offer to enter into this **contract** was not accepted by the **customer** but was accepted by a person purporting to act on behalf of the **customer**, we have been provided with such evidence as we reasonably require to substantiate that person had authority to contract on behalf of the **customer**;
- (c) if we require it, in circumstances where the **customer** is a tenant at the **premises** and not the owner, there has been provided to us a signed written consent from the owner of the **premises** to the customer entering into this **contract**;
- (d) if we require it, in circumstances where the **customer** is a tenant at the **premises** and not the owner, we have been provided with contact details for the owner;
- (e) you must not have any outstanding debts to us relating to the **premises** or to any other **premises** (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been agreed with us);
- (f) you have satisfied us we will have safe and unhindered access to the **premises** as required by clause 5.3(a) of this Part 3;
- (g) the electrical work on the electrical installation at the **premises** must be, or have been, carried out by a **registered electrical contractor** who has complied with AS 3000, AS 3012, the *Electricity Safety Act 1998* and the Victorian Electricity Distributors Service & Installation Rules, which compliance must have been verified by one or more Certificates of Electricity Safety (or other information complying with the Victorian Electricity Distributors Service & Installation Rules ) provided to us by you or your **registered electrical contractor** ;
- (h) your **registered electrical contractor** must have provided to us an “Electrical Works Request form”;
- (i) unless we are installing metering equipment at the **premises** (or agree in writing that metering equipment is not required) metering equipment complying with the requirements of **energy laws** has been installed at the **premises**;
- (j) where the **premises** are under construction the buildings on the **premises** are completed to the lock up stage – that is the building’s external walls and roof covering is fixed, the flooring laid and external doors and windows are fixed (this does not apply where only a temporary supply is being sought).



## Part 4 – Charges and Service Description

### Section A – Basic Connection Services

#### 1. New Connection for customers up to 100 amps where United Energy is the Metering Coordinator

Category	Service Type	Service Description	Applicable Charge
Single phase single element Single Phase Two Element (off-peak) Three phase Direct Connected	Overhead service (see Diagram 1)	Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b> . The connection point will be on the <b>premises</b> at the end of an overhead powerline that does not require more than 20 metres of extension located within the property boundary of the <b>premises</b> and does not require more than 45 metres of extension from the distribution pole which will be used to service the <b>premises</b> .	<p><b>Charge applicable</b></p> <p>See United Energy's Summary of Schedule of Charges - Alternative Control Services – Fee Based – New Connections – Where UE is the Metering Coordinator:</p>
Single phase single element Single Phase Two Element (off-peak) Three phase Direct Connected	Existing pit/pillar that has existing room for and is otherwise suitable for the new/altered <b>connection</b> . Upgrades to pits/pillars do not form part of the <b>Basic Connection Service</b> . (see Diagram 2)	Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b> . The connection point will be on an existing service pit or pillar adjacent to the <b>premises'</b> boundary.	<p><a href="https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016-Summaryof-UE-Schedule-of-Charges-1.pdf">https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016-Summaryof-UE-Schedule-of-Charges-1.pdf</a></p> <p>Note: Supply of any AMI metering is in addition to these charges as described under heading 'Metering Services – AMI Metering (&lt;160Mwh)'.</p>



<p>Temporary supply in urban and low bushfire areas (exc inspection) Standard Single Phase Multi Phase to 100amp</p>	<p>Overhead service</p>	<p>Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b>. The connection point will be on the <b>premises</b> at the end of an overhead powerline attached to a temporary structure provided by you (i.e. you install a temporary pole and meter box) and does not require more than 20 metres of extension located within the property boundary of the <b>premises</b> and does not require more than 45 metres of extension from the distribution</p>	
		<p>pole which will be used to service the <b>premises</b>.</p>	
<p>Temporary supply in urban and low bushfire areas where existing connection point available (exc inspection) Standard Single Phase Multi Phase to 100amp</p>	<p>Existing pit/pillar that has existing room for and is otherwise suitable for the new/altered <b>connection</b>. Upgrades to pits/pillars do not form part of the <b>Basic Connection Service</b>.</p>	<p>Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b>. The connection point will be on an existing service pit or pillar adjacent to the <b>premises'</b> boundary.</p>	



## 2. New Connection for customers up to 100 amps where United Energy is not the Metering Coordinator

Category	Service Type	Service Description	Applicable Charge
Single phase single element Single Phase Two Element (off-peak) Three phase Direct Connected	Overhead service (see Diagram 1)	Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b> . The connection point will be on the <b>premises</b> at the end of an overhead powerline that does not require more than 20 metres of extension located within the property boundary of the <b>premises</b> and does not require more than 45 metres of extension from the distribution pole which will be used to service the <b>premises</b> .	<p><b>Charge applicable</b></p> <p>See United Energy's Summary of Schedule of Charges - Alternative Control Services – Fee Based – New Connections – Where UE is not the Metering Coordinator:</p> <p><a href="https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016Summary-of-UE-Schedule-of-Charges-1.pdf">https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016Summary-of-UE-Schedule-of-Charges-1.pdf</a></p>
Single phase single element Single Phase Two Element (off-peak) Three phase Direct Connected	Existing pit/pillar that has existing room for and is otherwise suitable for the new/altered <b>connection</b> . Upgrades to pits/pillars do not form part of the <b>Basic Connection Service</b> . (see Diagram 2)	Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b> . The connection point will be on an existing service pit or pillar adjacent to the <b>premises'</b> boundary.	

Diagram 1 – Overhead service

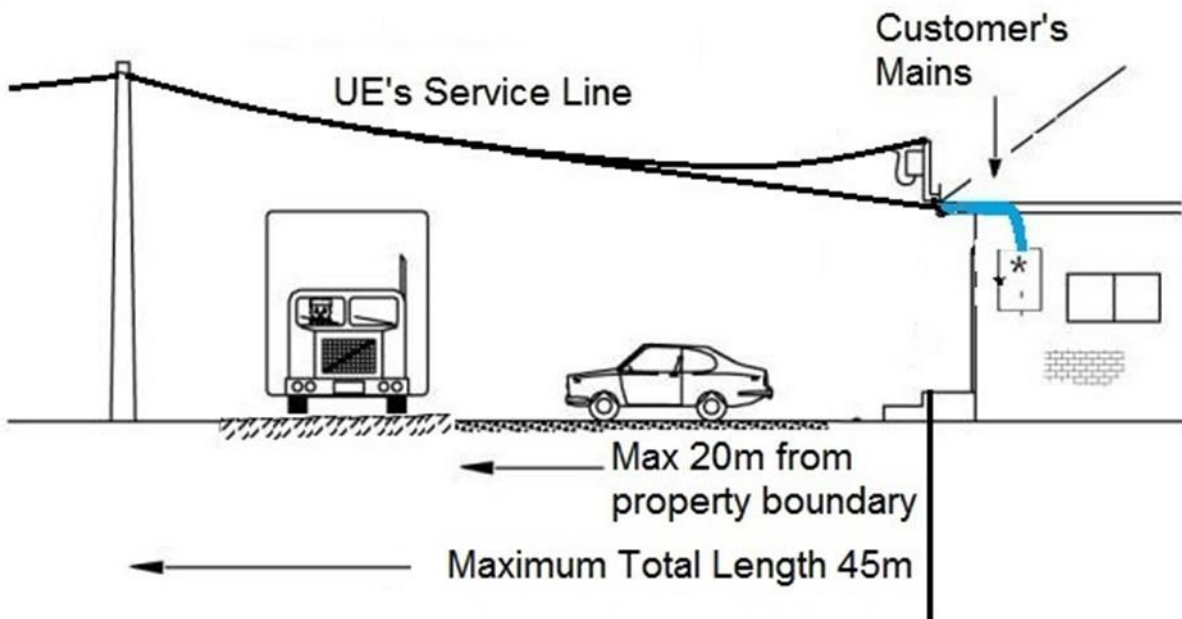
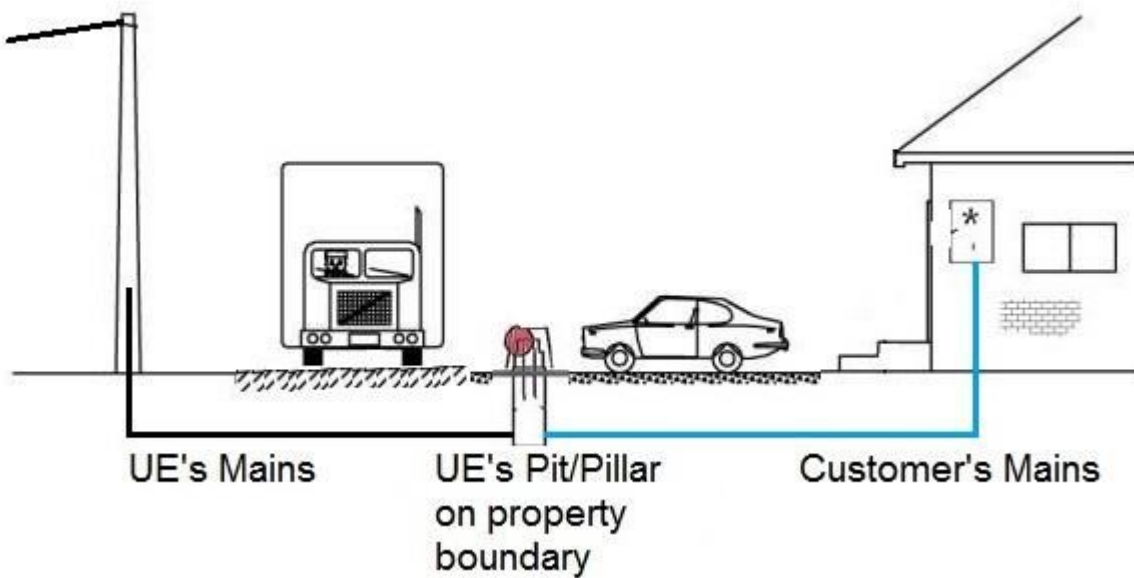


Diagram 2 – Underground service





### 3. Additions or Alterations

Category	Service Type	Service Description	Applicable Charge
Replace existing service Single phase single element Single Phase Two Element (off-peak) Three phase Direct Connected	Overhead service (see Diagram 1) or Existing pit/pillar that has existing room for and is otherwise suitable for the new/altered <b>connection</b> . Upgrades to pits/pillars do not form part of the <b>Basic Connection Service</b> . (see Diagram 2)	Establish an individual connection point between the <b>premises</b> and our distribution network, as a replacement of an existing overhead or underground service "like with like" or a reduction in the number of phases (1 phase with 1 phase or multi with multi-phase) with our prior agreement required. The connection point will be on the <b>premises</b> at the end of an existing overhead powerline from a distribution pole or on an existing service pit or pillar adjacent to the <b>premises'</b> boundary.	<p><b>Charge applicable</b></p> <p>All services involve the attendance of a service vehicle and are time based. See United Energy's Summary of Schedule of Charges – Alternative Control Services – Fee Based – Service Vehicle Visits:</p> <p><a href="https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016Summary-of-UE-Schedule-of-Charges-1.pdf">https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016Summary-of-UE-Schedule-of-Charges-1.pdf</a></p>
Relocate existing service Single phase single element Single Phase Two Element (off-peak) Three phase Direct Connected	Overhead service (see Diagram 1)	Establish an individual connection point between the <b>premises</b> and our distribution network, as a result of your request for relocation of an existing overhead service to accommodate building extensions, verandas, carports etc. The connection point will be on the <b>premises</b> at the end of an existing overhead powerline that does not require more than 20 metres of extension located within the property boundary of the <b>premises</b> and does not require more than 45 metres of extension from the distribution pole which will be used to service the <b>premises</b> .	
Upgrade to a multi100amp service	Overhead service	Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b> . The connection point will be on the <b>premises</b> at the end of an existing overhead powerline from a distribution pole. The service is dependent upon the requested number of phases being available.	
Upgrade to a multi100amp service	Existing pit/pillar that has existing room for and is otherwise suitable for the	Establish an individual connection point between the <b>premises</b> and our distribution network. The location of the connection point will be as determined under the <b>contract</b> . The connection point will be on an existing service pit or	



	new/altered <b>connection</b> . Upgrades to pits/pillars do not form part of the <b>Basic Connection Service</b> .	pillar adjacent to the <b>premises</b> ' boundary. The service is dependent upon the requested number of phases being available in the existing service pit or pillar.	
Conversion of an overhead service to an underground service, existing pit	Overhead service	Establish an individual connection point between the <b>premises</b> and our distribution network, as a result of your request for replacement of an existing overhead service with an underground service. The connection point will be on an existing service pit or pillar adjacent to the <b>premises</b> ' boundary. The existing pit/pillar must have room for and be otherwise suitable for the new/altered <b>connection</b> . Upgrades to pits/pillars do not form part of the <b>Basic Connection Service</b> .	

#### 4. Deleted



## 5. Other charges that may be incurred

### Section B – Supplementary Charges

Category	Service Type	Service Description	Applicable Charge
Wasted connection appointment	Connection	<p>Where we are unable to complete the <b>connection</b> due to your installation not being ready or compliant or due to inaccurate information being provided to us. This may, without limitation, arise in circumstances where:</p> <ol style="list-style-type: none"> <li>our personnel arrive at the <b>premises</b> and find they are not ready for us to commence work within 15 minutes of the time we have scheduled with you for work to commence;</li> <li>you fail to provide us <b>1 business days</b> notice of your wish for us to defer our work to a later date;</li> <li>the <b>premises</b> are not accessible by us because they are locked with a non-industry lock;</li> <li>there are obstructions to areas of the <b>premises</b> to which we require access;</li> <li>the <b>premises</b> are unsafe or do not comply with the requirements of <b>energy laws</b> or equipment at the <b>premises</b> does not comply with the technical requirements of the <b>contract</b>.</li> </ol>	<p><b>Charge applicable</b></p> <p>See United Energy's Summary of Schedule of Charges – Alternative Control Services – Fee Based:</p> <p><a href="https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016Summary-of-UE-Schedule-ofCharges-1.pdf">https://www.unitedenergy.com.au/wpcontent/uploads/2015/09/2016Summary-of-UE-Schedule-ofCharges-1.pdf</a></p>
After hours appointment	Connection	Where you have requested for the <b>connection</b> service works to be undertaken outside our normal business hours.	
Additional Costs	Connection	Additional reasonable costs we incur due to your failure to comply with the <b>contract</b> (but other than costs arising due to a wasted connection appointment)	
Late Payment	Connection	Applicable where the <b>customer</b> fails to pay an invoice issued directly to the <b>customer</b> within time required by the <b>contract</b> .	