The Electricity Connection Contract is provided in 2 parts:

**Part 1** – Electricity Connection Contract - Standard Terms and Conditions (this document)

**Part 2** – Schedule to the Electricity Connection Contract – Contract Details which will be:

- For *basic connection services*, a document with a ‘B’ prefix and identified as Part 2 of the Electricity Connection Contract.

- For *negotiated connection services*, a document with an ‘N’ prefix and identified as Part 2 of the Electricity Connection Contract.

For *negotiated connection services* that are a part of TasNetworks’ Connection Choice, an Addendum A (Standard Construction Terms and Conditions) may also apply depending on your choice of connection process.

You should read both Part 1 and Part 2 of the Electricity Connection Contract (and the Addendum A, if applicable). If you have not received all parts of the Electricity Connection Contract, please visit www.tasnetworks.com.au or contact one of our Customer Service Representatives on 1300 13 7008 between 9:00am and 5:00pm (Hobart time), Monday to Friday.

Each combination of this document, and a Part 2 document with a ‘B’ prefix, is a *model standing offer* from TasNetworks to provide *basic connection services*. The *Connection Contract* will only become an agreement between TasNetworks and a *Customer* on an *Acceptance of Offer* taking place.
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PARTIES

TasNetworks

AND

The Customer.

BACKGROUND

A. TasNetworks holds a distribution licence issued under the ESI Act and is registered as a Distribution Network Service Provider under the Rules and is permitted to operate its distribution system to distribute electricity in the State of Tasmania.

B. The Customer has requested the connection services.

C. TasNetworks has offered to provide the Customer with the connection services upon entering into this Connection Contract.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Connection Contract, except where the context otherwise requires, terms in italics have the meaning set out in the National Electricity Laws, Rules or Code and terms in bold italics are defined below:

Acceptance of Offer means the Customer’s acceptance of TasNetworks’ Connection Offer in the form and manner determined by TasNetworks from time to time.

Access Dispute means:

(a) a dispute between TasNetworks and a Customer about:

(i) the terms and conditions on which a basic connection service is to be provided; or

(ii) the proposed or actual terms and conditions of a negotiated connection contract; or

(b) a dispute between TasNetworks and a Customer about connection charges.

Application means the application made by the Customer or their retailer, in which the connection services were requested from TasNetworks in respect of the Customer and the site.

Application Form means the form for making an Application as approved by
TasNetworks from time to time.

**Assign** includes a change in **Control** in respect of the relevant **party**.

**authority** means any government or regulatory department, body, instrumentality, **Minister**, agency or other authority but does not include the **parties**.

**Basic Standing Offer** means TasNetworks’ form of *model standing offer* to provide *basic connection services* as determined by TasNetworks from time to time.

**business day** means a day that is not:

(a) a Saturday or Sunday; or

(b) observed as a public holiday in Tasmania pursuant to the Statutory Holidays Act 2000 (Tas.).

**cap amount** means the amount as set out in **Part 16A**.

**Code** means the Tasmanian Electricity Code as issued under sections 6(1) and 49A of the **ESI Act**.

**commencement date** means the date advised by TasNetworks to the Customer, which is when TasNetworks has determined to its satisfaction that it has received a valid **Acceptance of Offer**.

**complaint** means a complaint made to TasNetworks by the Customer in accordance with TasNetworks’ **complaint handling procedure**.

**complaint handling procedure** means TasNetworks Complaint Policy and Procedure available on TasNetworks’ website.

**completion** means the **connection services** have been performed.

**confidential information** means any data or information that is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, and includes any information derived from such information. Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated confidential information. For the avoidance of doubt the information contained in, relating to or provided in accordance with this **Connection Contract** and all negotiations leading up to its formation is confidential information.

**Connection Contract** means the agreement between TasNetworks and the Customer made up of this document, the **Acceptance of Offer** and the **Application Form** and **Contract Details**.

**Connection Offer** means a **Basic Standing Offer** or **Negotiated Connection Offer** as the context requires.

**connection point** means the point at which TasNetworks' distribution system is connected to the Customer's electrical installation, as set out in

*Version 5, dated April 2020*
**Part 2A.**

**connection services** means a service provided by **TasNetworks** to the **Customer** relating to:

(a) a new connection between **TasNetworks’** distribution system and the **site**; or

(b) a connection alteration to an existing connection between **TasNetworks’** distribution system and the **site**,
as specified in **Part 2** and **Part 3**.

**consumer price index** means the Consumer Price Index (All Groups: Weighted Average of Eight Capital Cities for March to March) published by the Australian Bureau of Statistics or, if the Australian Bureau of Statistics ceases to publish the index, a replacement index selected by **TasNetworks** to reflect changes in the cost of living in Australia.

**Contract Details** means the details set out in the schedule, which will be:

(a) for **Basic Standing Offers**, a document with a ‘B’ prefix and identified as Part 2 of the Electricity Connection Contract; or

(b) for **Basic Standing Offers**, a document with a ‘B’ prefix and identified as Part 2 of the Electricity Connection Contract in the case of a customer for an expedited connection as determined by **TasNetworks** from time to time; or

(c) for **Negotiated Offers**, a document with an ‘N’ prefix and identified as Part 2 of the Electricity Connection Contract.

**Control** means any one or more of the following:

(a) the ability to exercise the right to vote in respect of more than 50% of the voting shares or other form of voting equity in a corporation;

(b) the ability to dispose of more than 50% of the shares or other form of equity in a corporation;

(c) the ability to appoint or remove all or a majority of the directors of a corporation; or

(d) the ability to exercise the casting of a majority of the votes cast at the meetings of the board of directors of a corporation.

**Customer** means the person identified at **Part A**.

**dismantle** means the removal or alteration of a **facility** (other than through the operation of switching equipment) so that electricity is either unable to be **supplied** through a connection point or achieve the capacity set out in **Part 2**.

*Version 5, dated April 2020*
**dispute** means any difference of opinion or absence of agreement between TasNetworks and the Customer about a matter under or arising out of this Connection Contract other than an Access Dispute.

**electricity laws** has the same meaning given to energy laws in the National Electricity Laws.

**ESI Act** means the Electricity Supply Industry Act 1995 (Tas.).

**force majeure** means an act, omission or circumstance over which either party could not reasonably have exercised control, is not caused by either party, and including but not limited to:

(a) an act of God, fire, flood, earthquake, land slide, volcanic eruption, pandemic, epidemic or quarantine restriction;

(b) exercise of powers by an authority relating to emergencies, public health or safety or circumstances of a similar nature;

(c) riots, revolution, civil commotion, malicious damage, sabotage or terrorist activity, act of war (whether declared or not), or warlike operations;

(d) explosion or nuclear accident;

(e) industrial action not specific to either party; or

(f) the novel coronavirus pandemic (known as COVID-19) and including, but not limited to, any related exercise of powers by an authority referred to at paragraph (b) above and whether or not existing as at the commencement date;

the consequences of which could not have been prevented or avoided by the affected party taking reasonable steps.

**GST** means a goods and services tax imposed under the GST Act and related legislation.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (C’th).

**incident** means the occurrence of a physical event which affects or has the potential to affect the flow of electricity from TasNetworks’ distribution system to the Customer’s electrical installation, vice versa, or both.

**insolvency event** means a party being subject to any of the following events:

(a) an administrator is appointed or a resolution is passed to appoint an administrator to that person;

(b) a receiver, receiver manager, official manager, trustee,
administrator, other controller (as defined in the Corporations Act 2001 (C' th)) or similar officer is appointed over the assets or undertaking of that person;

(c) that person enters into or proposes to enter into any arrangement, composition or compromise with or assignment for the benefit of, its creditors or a class of them; or

(d) that person is deemed by the provisions of the Corporations Act 2001 (C' th)) to be insolvent.

**Joint Operating Procedure**

means a procedure between TasNetworks and the Customer to facilitate the connection, or disconnection and reconnection, of the connection point and may be in response to:

(a) connection, energisation, de-energisation, re-energisation and/or commissioning of the electrical installation;

(b) reconnection after fault of the electrical installation and or the distribution system;

(c) planned disconnection of the electrical installation; or

(d) emergency disconnection of the electrical installation from the distribution system.

**latent conditions**

are:

physical conditions on the site or its surroundings, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by TasNetworks at the time of the making of the Connection Offer if TasNetworks had:

(a) examined all information made available in writing by the Customer to TasNetworks; and

(b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the connection services and obtainable by the making of reasonable enquiries.

**law**

means:

(a) those principles of law or equity established by decisions of courts;

(b) statutes, regulations or by-laws of the Commonwealth of Australia, the State of Tasmania or authority which have the force of law in Tasmania;

(c) the Constitution of the Commonwealth of Australia;

(d) the National Electricity Law and electricity laws;

(e) the Code and any authorisation, including conditions, provided by an authority that have the force of law;
(f) the Rules and any guidelines made under the authority of the Rules;

(g) binding requirements and mandatory approvals, including conditions, of the Commonwealth of Australia, the State of Tasmania or an authority that have the force of law; and

(h) guidelines of the Commonwealth of Australia, the State of Tasmania or authority that have the force of law.

**maximum demand** means the demand specified in Part 2C.

**National Electricity Laws** means:

(a) the National Electricity Law as applied in Tasmania pursuant to the Electricity – National Scheme (Tasmania) Act 1999 (Tas.);

(b) the National Energy Retail Law as applied in Tasmania pursuant to the National Energy Retail Law (Tasmania) Act 2012 (Tas.).

**Negotiated Connection Offer** means TasNetworks’ form of offer made to a Customer as a result of negotiations between the parties.

Note: A Negotiated Connection Offer is not a Basic Connection Offer.

**nominated representative** means a person nominated as such by a party in accordance with subclause 10.1.

**notice** means a communication in the form required by clause 10.

**Part** means as per the corresponding paragraph in the Contract Details.

**party** means TasNetworks or the Customer, or both, as the context requires.

**Potential Access Dispute** means an dispute which meets the criteria for an Access Dispute pursuant to the National Electricity Laws but has not been notified to the AER.

**personal information** has the meaning given to that term in the Privacy Act 1988 (Cth).

**protection, controls and alarms** means the equipment listed at Part 14.

**retail contract** means the contract between the Customer and their retailer for the sale of electricity.

**Rules** means the National Electricity Rules given force and effect under the National Electricity Law.

**Service and Installation Rules** means the Service and Installation Rules Manual published by TasNetworks on TasNetworks’ website, as amended from time to time.
site means the Customer's premises specified in Part A.

small customer means a small customer as prescribed by section 5 of Schedule 1 of the National Energy Retail Law (South Australia) Act 2011 as applied in Tasmania by the National Energy Retail Law (Tasmania) Act 2012 (Tas).

supply contract means a contract for the provision of supply services.

supply services means TasNetworks’ operation of its distribution system so as to permit the distribution of electricity to the Customer’s electrical installation via the connection point up to the maximum demand, provided that such distribution does not result in the exceeding of any constraints on TasNetworks’ distribution system.

System Controller means AEMO or the System Operator, as applicable.

TasNetworks means Tasmanian Networks Pty Ltd ABN 24 167 357 299 in its capacity as the holder of a distribution licence in the State of Tasmania.

TasNetworks' connection equipment means the distribution system and any equipment specified in Part 4.

tax and taxes means all income, stamp, indirect (including goods and services) and other taxes including levies, imposts, deductions, charges, duties, compulsory loans and withholdings (including financial institutions duty, debits tax or other taxes whether incurred by, payable by return or passed on to another person) but does not include any fine, penalty or interest.

tee-ups means an appointment requested by the Customer's electrical contractor with TasNetworks for the purpose of providing the connection services.

threshold means the amount set out in Part 16B.

wilful default means intentional or reckless acts or omissions.

1.2. Interpretation

(a) In this document, unless the contrary intention appears:

(i) a reference to a recital, clause, paragraph, schedule or attachment is a reference to a recital and clause of, and a paragraph, schedule or attachment to, this Connection Contract and references to this Connection Contract include any schedule or attachment;
(ii) a reference to this **Connection Contract**, any other agreement or instrument or any provision of any of them includes any amendment, variation or replacement of that agreement, instrument or provision;

(iii) a reference to a statute, ordinance, licence, **National Electricity Laws, electricity laws, Code, Rules** or other **law** includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, licence, **National Electricity Law, electricity laws, Code, Rules or law**;

(iv) a reference to a thing (including an amount) is a reference to the whole or any part of it;

(v) the singular includes the plural and vice versa;

(vi) the word “person” includes a natural person, firm, body corporate, partnership (whether limited or otherwise), joint venture, trust, an unincorporated association and any **authority**;

(vii) a reference to a person includes a reference to the person's executors, administrators, successors, and permitted assigns;

(viii) if a period of time is specified and the period dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and, if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;

(ix) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;

(x) a reference to a month is a reference to a calendar month;

(xi) any agreement, representation, acknowledgement, warranty, indemnity, or agreement by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally;

(xii) a rule of construction does not apply to the disadvantage of a **party** because the **party** was responsible for the preparation of this **Connection Contract** or any part of it;
(xiii) if a term is defined in clause 1.1, it will take priority over any meaning given to the same term set out in the *National Electricity Laws, electricity laws, Rules* or *Code*;

(xiv) if a term in italics is set out in two or more of the *National Electricity Laws, electricity laws, Rules* or *Code*, the meaning that will apply to that term will be determined by the following order of priority to the extent of any inconsistency:

1. Chapter 5A of the *Rules*;
2. The National Electricity Laws;
3. The *Rules*; and
4. The *Code*.

(xv) if a term is specifically defined in the *National Electricity Laws, electricity laws, Code, Rules, law* or in this *Connection Contract* other parts of speech and grammatical forms of that term have corresponding meanings; and

(b) Headings are inserted for convenience and do not affect the interpretation of this *Connection Contract*.

1.3. Formation of Connection Contract

This *Connection Contract* is formed and will come into operation on the *Customer’s* acceptance of the *Connection Offer*.

2. **TASNETWORKS TO PERFORM CONNECTION SERVICES**

*TasNetworks* will perform the *connection services* in accordance with this *Connection Contract*.

3. **CUSTOMER TO PAY**

The *Customer* will pay *TasNetworks* in accordance with this *Connection Contract*.

4. **REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS**

4.1. General representations and warranties by both *parties*

Each *party* represents and warrants to the other *party* that:
(a) It has the power to enter into this Connection Contract and to perform its obligations under this Connection Contract and, where necessary, has taken all necessary action to authorise the performance of such obligations; and

(b) The performance of its obligations under this Connection Contract does not violate, breach, conflict with or result in a contravention of any law applicable to it in respect of this Connection Contract, any provision of its constitutional documents (if any), any order or judgment of any court or authority applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

4.2. TasNetworks' representations

All licences that are required of it with respect to this Connection Contract have been obtained and are in full force and effect and TasNetworks has complied with all conditions of such licences.

4.3. Customer's representations, warranties and acknowledgements

The Customer represents, warrants and acknowledges to TasNetworks that:

(a) If the Customer is not a natural person, it is duly organised and validly existing under the laws of the State of Tasmania;

(b) That where in the control or authority of the Customer, the Customer will provide to TasNetworks' officers or agents, together with their equipment, a safe, convenient and unhindered access to the site so that TasNetworks can perform the connection services;

(c) If any consent, authorisation, registration, easement, permission, licence, approval, authority or exemption is required of the Customer from TasNetworks or any authority or third party prior to TasNetworks performing some or all of the connection services, including any items specifically noted at Part 9, the Customer will obtain the same and, if not provided by TasNetworks in the first instance, provide a certified copy to TasNetworks as soon as practicable;

(d) The Customer will:

(i) not allow a supply of electricity to its electrical installation to be used other than at the site nor will the Customer supply electricity so supplied to any other person without the prior approval of TasNetworks;

(ii) not interfere or allow interference with any of TasNetworks' equipment which is on the site except as may be permitted by law;
(iii) at all times, make available to TasNetworks' officers or agents, together with their equipment, a safe, convenient and unhindered access to TasNetworks' equipment on the site for any purposes associated with the supply or billing of electricity, the inspection and/or testing of the Customer's electrical installation, or to fulfil the obligations contained in this Connection Contract and pursuant to law provided that official identification is produced by the officers or agents on request. The Customer must provide protective equipment to officers or agents of TasNetworks if that is necessary to ensure safe access to the site. The Customer must comply with any specific requirements set out in Part 8 regarding access to the site;

(iv) provide and maintain on the site any reasonable or agreed facility required by TasNetworks to protect any of TasNetworks' equipment;

(v) at its own expense, maintain the Customer's electrical installation in a safe condition to the satisfaction of TasNetworks or other relevant authority;

(vi) ensure that the Customer's electrical installation and any equipment within it (including protective equipment) meets the technical requirements set out in Part 7 and are adequate, and effectively co-ordinated at all times with the electrical characteristics of TasNetworks' distribution system;

(vii) use the electricity supplied to its electrical installation in a manner which, in TasNetworks' opinion, does not interfere with the supply of electricity to other customers' electrical installations or cause damage or interference to any third party;

(viii) not take electricity supplied to another customer's electrical installation by TasNetworks at the site; and

(ix) at its own expense, maintain safe clearances between vegetation on the site and electrical infrastructure providing supply to the Customer's electrical installation;

(e) The Customer will ensure that its facilities and any equipment within it that is connected to the distribution system (including its protection, controls and alarms) complies with the Rules and Service and Installation Rules;

(f) The Customer will operate and maintain its electrical installation in compliance with the Rules and Service and Installation Rules and so that it does not adversely affect the operation of TasNetworks' distribution system;
(g) The **Customer** will use reasonable endeavours (taking into consideration the proper operation of the *power system*) to ensure that the electricity *supply* required by the **Customer** in respect of its *electrical installation* does not exceed the *maximum demand*;

(h) If TasNetworks is unable to continue to satisfy the **Customer’s maximum demand** without installing a new *substation*, the **Customer** will sell or lease (for a nominal charge) to TasNetworks the land upon which a new substation can be installed by TasNetworks in order to allow TasNetworks to satisfy that *maximum demand*;

(i) The **Customer** will not *connect* a *generating system* to the *electrical installation* or change an existing *connection* unless authorised in writing by TasNetworks;

(j) The **Customer** will have a *retailer*;

(k) If TasNetworks requires a *Joint Operating Procedure*, TasNetworks and the **Customer** will develop, agree, and comply with that procedure; and

(l) The **Customer** acknowledges that this *Connection Contract* does not cover the sale or *supply* of electricity. The sale of electricity is covered under the *retail contract* the **Customer** may have with their *retailer*. The *supply of electricity* is covered under the *supply contract* the **Customer** may have with the holder of a *distribution licence* in the State of Tasmania.

4.4. **Representations, warranties, and acknowledgements are continuing and separate**

(a) The representation, warranty, and acknowledgement given in subclauses 4.1, 4.2 and 4.3 are not affected by any variation to any other clause, or any paragraph, schedule or attachment, termination or expiry of this *Connection Contract*.

(b) Each representation, warranty, and acknowledgement given in subclauses 4.1, 4.2 and 4.3 are separate representations, warranties, and acknowledgements and its interpretation is not restricted by any reference to or inference from any other statement.

4.5. **Survives expiration or termination of Connection Contract**

Subclause 4.3(d)(ii) survives for a period of six (6) months after the termination or expiry of this *Connection Contract*. 
5. **CUSTOMER’S OBLIGATIONS**

5.1. Payment

The **Customer** will pay **TasNetworks** for the **connection services** in the manner set out at **Part 10**.

5.2. Protection, controls and alarms

The **Customer** must provide and maintain the **protection, controls and alarms** (if any) specified in **Part 14** at the **connection point**.

5.3. Latent conditions

(a) If the **Customer** becomes aware of a **latent condition**, or reasonably suspects that a **latent condition** may exist, at any time the **Customer** must inform **TasNetworks** as soon as possible.

(b) If requested by **TasNetworks** in response to being informed under clause 5.3(a), the **Customer** must give **TasNetworks** a written **notice** of the general nature of the **latent condition**, or the suspected **latent condition**, and any other related information requested by **TasNetworks**.

(c) If **TasNetworks** accepts that a **latent condition** exists:

(i) where there has been no **Acceptance of Offer – TasNetworks** immediately withdraws any current **Connection Offer**; or

(ii) where there has been an **Acceptance of Offer**, this **Connection Contract** is terminated immediately.

Note: Where a **Connection Offer** is withdrawn, or a **Connection Contract** is terminated, under clause 5.3(c), the **Customer** may approach **TasNetworks** to negotiate an Electricity Connection Contract with **TasNetworks**.

5.4. Other obligations

(a) The **Customer** will meet all obligations specified under **Part 15**.

(b) The **Customer** will comply with any reasonable requirements of **TasNetworks** and **TasNetworks’* authorised personnel where these are necessary to ensure the safe operation of the **distribution system** as determined by **TasNetworks** in accordance with its obligations under the **law**.
(c) The Customer will take all reasonable steps to assist TasNetworks to provide the connection services. Where TasNetworks' provision of the connection services is delayed due to an act or omission of the Customer, TasNetworks is entitled to charge Customer its reasonable costs incurred in respect of that delay, subject to the cap amount for any one event or series of events.

5.5. Metering

(a) The Customer acknowledges that:

(i) a metering coordinator and its metering provider will be responsible for the metering installation. Small customers must arrange their metering installation through their retailer;

(ii) Customer must have an appropriate metering installation installed at the site. The Customer acknowledges that the metering installation must be installed before supply of electricity can occur under any supply contract; and

(iii) the metering installation must be installed and maintained by an appropriately qualified electrical contractor and in accordance with the electricity laws and Service and Installation Rules.

6. TASNETWORKS’ OBLIGATIONS

6.1. Time

(a) Subject to clause 6.1(b), TasNetworks will complete the connection services by the time stated in Part 3C.

(b) The Customer will grant TasNetworks a reasonable extension of time to complete the connection services if there is a delay caused by:

(i) an act or omission of the Customer; or

(ii) an act or omission of the retailer, metering coordinator or metering provider in relation to the metering installation; or

(iii) a force majeure; or

(iv) tee-ups.
6.2. Latent conditions

(a) If TasNetworks accepts that a latent condition exists under clause 5.3(c) it must give a notice to the Customer as soon as possible that specifies at a minimum:

(i) the latent condition that TasNetworks accepts exists;

(ii) a statement that:

   (1) any Connection Offer is withdrawn; or

   (2) the Connection Contract is terminated immediately,

   whichever is appropriate;

(iii) a statement that the Customer may consider negotiating a connection contract with TasNetworks; and

(iv) any statement required by law.

(b) If TasNetworks becomes aware of a latent condition at any time and TasNetworks has not already been informed by the Customer of the same latent condition under clause 5.3(a):

(i) where there has been no Acceptance of Offer – TasNetworks immediately withdraws any current Connection Offer; or

(ii) where there has been an Acceptance of Offer, this Connection Contract is terminated immediately.

Note: Where a Connection Offer is withdrawn, or a Connection Contract is terminated, under clause 5.3(c), the Customer may approach TasNetworks to negotiate an Electricity Connection Contract with TasNetworks.

(c) Where TasNetworks becomes aware of a latent condition in accordance with 6.2(b) it must give a notice to the Customer as soon as possible that specifies at a minimum:

(i) the latent condition identified and the respects in which that condition differs from the anticipated condition of the site; and

(ii) the information as set out under clauses 6.2(a)(ii) to (iv).
6.3. Provision, operation and maintenance of connection equipment

Subject to the electricity laws, TasNetworks is responsible for the provision, operation and maintenance of TasNetworks’ connection equipment.

6.4. Technical requirements

The rating of TasNetworks’ connection equipment must be sufficient to achieve the maximum demand.

7. LIABILITY

7.1. Non-application to small customers

If the Customer is a small customer, only subclauses 7.2(b), and 7.4(a) will apply.

7.2. Liability under the Connection Contract

(a) In the event that:

(i) an act or omission of TasNetworks or any of its nominated representatives is attributable to the failure to observe good electricity industry practice in relation to the connection services under this Connection Contract; or

(ii) an act or omission of a party or any of its nominated representatives is attributable either to the wilful default or negligence of that party under this Connection Contract, and

causes any loss or damage to be suffered or incurred by the other party, the liability of the party to the other party will be limited to the aggregate of the amounts under subclauses 7.2(a)(iii) to 7.2(a)(v) and is subject to subclause 7.3:

(iii) the direct loss or damage to the plant and equipment of the other party;

(iv) death or personal injury to officers, agents or employees of the other party; and

(v) recovery of third party claims against the other party for physical loss or physical damage only.
(b) The Customer acknowledges that TasNetworks is a party to this Connection Contract solely in its capacity as Distribution Network Service Provider. TasNetworks will not in any circumstances bear any liability under this Connection Contract in any other capacity including that of retailer.

7.3. Cap on amounts

(a) The aggregate amount recoverable by one party from the other party under subclauses 7.2(a)(iii) and 7.2(a)(v) is limited to the cap amount for any one event or series of events.

7.4. Limitations on liability

In addition to the limitations on liability provided in the electricity laws:

(a) Unless the Competition and Consumer Act 2010 (C'th) or equivalent State and Territory legislation requires it, TasNetworks gives no condition, warranty or undertaking, and TasNetworks make no representation to the Customer, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in the Connection Contract.

(b) Each party’s liability under this clause 7 will be reduced proportionally by the extent that the wilful default, negligent act or omission of the other party or officers, employees or agents of the other party contributes to the loss or damage.

(c) TasNetworks will not be liable to the Customer if the loss or damage suffered by the Customer results from action taken by TasNetworks under direction from the System Controller (other than a direction given as a consequence of a failure by TasNetworks to comply with this Connection Contract) or any act or omission by the System Controller in the discharge of its functions.

(d) The Customer will not be liable to TasNetworks if the loss or damage suffered by TasNetworks results from action taken by the Customer under direction from the System Controller (other than a direction given as a consequence of a failure by the Customer to comply with this Connection Contract) or any act or omission by the System Controller in the discharge of its functions.
(e) Except for an order of or award by the Ombudsman, in no event or circumstance other than as specified in subclauses 7.2, 5.4(c) and 15.2(c) will either party or any of its representatives be liable to the other party under this Connection Contract whether for direct or consequential loss or damage of any type.

(f) TasNetworks will not be liable to the Customer during the period when the right to suspend performance under clause 13 has arisen regardless of whether TasNetworks has exercised that right.

7.5. Threshold and timing limitations

A party may not claim against the other party under this clause 7:

(a) unless details of the claim have been given to the other party within twelve (12) months of the occurrence giving rise to the claim; or

(b) if the amount of the claim in respect of an incident or series of associated incidents is less than the threshold.

8. CONFIDENTIAL INFORMATION

8.1. Non-disclosure

Subject to subclause 8.2, TasNetworks and the Customer will not disclose any of the other party’s confidential information.

8.2. Exceptions

Subclause 8.1 does not prevent disclosure of confidential information by a party:

(a) where the party is required by law to disclose the information or where the party, acting reasonably, discloses the information in the course of legal proceedings;

(b) to the party’s solicitors;

(c) to any consultant, bank, financier, insurer or professional adviser to the party (other than the party’s solicitors) who has entered into a confidentiality undertaking with similar effect to this clause 8, but which:

   (i) does not contain a provision corresponding to this subclause 8.2(c); and
(ii) obliges the party to enforce its rights under that confidentiality undertaking if and to the extent required by the other party;

(d) with the consent of the other party;

(e) to the extent required by a lawful requirement of any authority or any stock exchange having jurisdiction over a party or its related bodies corporate;

(f) to its related bodies corporate, but only on the basis permitted under subclause 8.2(c);

(g) in the context of the sale of any shares in or the sale of, or lease of, the assets of either party, to any consultant, bank, financier, insurer or professional adviser to a prospective purchaser or lessee of the relevant shares or assets as the case may be and the prospective purchaser or lessee but only on the basis permitted under subclause 8.2(c); or

(h) to the System Controller as required by this Connection Contract, the electricity laws, the Code, Rules or law.

8.3. Enforcing confidentiality undertaking

Where a party has entered into a confidentiality undertaking pursuant to clause 8.2(c), that party must enforce its rights under the confidentiality undertaking to the extent reasonably required by the other party.

8.4. Survive expiration or termination of Connection Contract

The obligations contained in subclause 8.1 will survive the expiry or termination of this Connection Contract.

9. PRIVACY

9.1. Non Disclosure

TasNetworks will not disclose the Customer’s personal information except as provided for in clause 9.2, and all personal information will be handled in accordance with the TasNetworks privacy policy.

9.2. Exceptions

TasNetworks may disclose the Customer’s personal information:

(a) if required or permitted by law,
(b) if required or permitted by any authority;

(c) where the Customer has given written consent; or

(d) to the Customer’s retailer, metering coordinator or metering provider to the extent that the information is required to provide connection services or supply services in respect of the Customer at the site.

9.3. Survive expiration or termination of Connection Contract

This clause 9 will survive the expiry or termination of this Connection Contract.

10. NOTICES

10.1. Nominated Representatives

(a) Either party may elect to appoint a nominated representative for the purposes of this clause 10.

(b) Any such appointment must be notified to the other party.

10.2. Notice required

(a) Where any communication is required to be by notice, that notice must be given by a party or their nominated representative.

(b) A notice must be:

(i) delivered by hand to the usual business address of the party and any nominated representative; or

(ii) sent by registered or certified post (airmail if posted to or from a place outside Australia) to the usual business address of the party and any nominated representative; or

(iii) sent by facsimile to the facsimile number of the usual business address of the party and any nominated representative; or

(iv) sent by email to the email address of the party and any nominated representative.

10.3. Receipt

(a) A notice will be effective on receipt.
(b) A notice delivered by hand to the address of a party or any nominated representative is taken to be received if it is handed (with or without acknowledgment of delivery) to any person at that address who, in the reasonable judgement of the person making the delivery (upon making appropriate enquiries), represents themselves and appears to be an officer of the party.

(c) A notice sent by post is taken to be received 6 days after posting (or 10 days after posting if sent to or from a place outside Australia).

(d) A notice sent by facsimile is taken to be received upon production by the sender's facsimile machine of a transmission report showing that the facsimile was successfully transmitted to the recipient's facsimile number.

(e) A notice sent by email is taken to be received at the time a receipt notice is delivered or otherwise at the time the email is sent, unless the sender receives notification within 12 hours of sending the notice that the email has not been delivered or has been delayed in delivery.

(f) If a notice is received on a day which is not a business day or after 4.00 pm on a business day in the place of receipt, it is taken to be received on the next business day.

11. COMPLIANCE WITH THE LAW AND LICENCES

(a) Each party agrees that:

(i) it will use all reasonable efforts to maintain in full force and effect, and to comply with, all applicable licences (which for the purposes of this clause 11 includes any consent, authorisation, registration, easement, permission, licence, guidelines, approval, authority or exemption by or with an authority) and will use all reasonable efforts to obtain any licences that become necessary in the future; and

(ii) will to the extent relevant to this Connection Contract comply with the law and Service and Installation Rules unless agreed to the contrary between the parties in accordance with the law.

(b) TasNetworks will perform its obligations under this Connection Contract in accordance with applicable standards of good electricity industry practice.
12. GOVERNING LAW

12.1. Governing law

(a) This Connection Contract will be governed by the laws of Tasmania.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Tasmania, the Federal Court of Australia in Tasmania and courts of appeal from them for determining any dispute or complaint concerning this Connection Contract.

12.2. Structure of the law

(a) If the law changes from the form existing at the commencement date, and:

(i) where there has been no Acceptance of Offer and the Connection Offer is materially affected by that change, TasNetworks immediately withdraws any current Connection Offer; or

(ii) where there has been an Acceptance of Offer and the Connection Contract is materially or significantly affected by that change TasNetworks reserves the right to terminate the Connection Contract.

(b) Future amendments to the law which are anticipated to affect this Connection Contract are noted for the parties’ information only in Part 17.

13. BREACH OF THIS CONNECTION CONTRACT

13.1. Breach

Subject to clause 13.2, if:

(a) a party fails to comply with a provision of this Connection Contract which, other than an obligation to pay money, is capable of being remedied and fails to remedy that failure within a reasonable time (being not less than sixty (60) days) specified in a notice from the other party requiring the remedy of the failure; or

(b) a party fails to comply with a provision of this Connection Contract which obliges it to pay money to the other party and fails to remedy that failure within a reasonable time (being not less than twenty (20) days) specified in a notice from the other party requiring the remedy of the failure; or
(c) a party suffers an insolvency event,

then that party (the “Defaulting Party”) will be in breach of this Connection Contract.

13.2. Failure to attain permissions

(a) If the Customer has used reasonable efforts but nonetheless failed to satisfy clause 4.3(c); and

(b) The requirements of clause 4.3(c) remain outstanding within a reasonable time (being not less than twenty (20) days) specified in a notice from TasNetworks to the Customer requiring the remedy of the failure,

the Customer will not be in breach of this Connection Contract, however TasNetworks may terminate this Connection Contract immediately.

13.3. Notice of breach

If a party is in breach of this Connection Contract under subclause 13.1, the other party is entitled to serve notice on the Defaulting Party and, if after the expiration of five (5) business days from the receipt by the Defaulting Party of the notice in the case of a breach under subclauses 13.1(a) and 13.1(b) and otherwise immediately, the other party reasonably believes that:

(a) the Defaulting Party is still in breach of this Connection Contract; and

(i) if the breach is capable of being remedied, a remedy is not being diligently pursued; or

(ii) if the breach is incapable of being remedied;

then the other party may:

(b) suspend the performance of all or part of its obligations under this Connection Contract until it chooses to lift the suspension or the breach is remedied;

(c) disconnect the connection point; or

(d) terminate this Connection Contract (either as an alternative to suspension or disconnection or during any period of suspension or disconnection).

13.4. Rights, liabilities and obligations upon termination
Termination, expiry, or merger will not affect any rights, liabilities or obligations which may have accrued prior to termination, expiry, or merger of this *Connection Contract*.

14. COMPLAINT HANDLING PROCEDURE

14.1. Choosing the correct Complaint Handling Procedure

(a) For *Access Disputes*, see clause 14.2.

(b) For *disputes*, see clause 14.3.

14.2. Access Disputes only

(a) Either *party* may notify the Australian Energy Regulator of the existence of an *Access Dispute* and follow the procedures set out in Part 10 of the *National Electricity Law*.

(b) If neither party notifies the Australian Energy Regulator of an *Access Dispute* in accordance with clause 14.2(a), the parties will resolve an *Access Dispute* in accordance with clause 14.3.

(c) If a *party* notifies the Australian Energy Regulator of the existence of an *Access Dispute* in accordance with clause 14.2(a), any *Potential Access Dispute* being considered in accordance with clause 14.3 will immediately cease.

14.3. Disputes Generally

The obligations as between *TasNetworks* and a *Customer* in respect of a query, *dispute*, or *complaint* are:

(a) A Customer may, if they have a query, complaint, dispute, or *Potential Access Dispute* contact *TasNetworks*;

(b) *TasNetworks* will handle a *complaint*, *dispute*, or *Potential Access Dispute* made by a *Customer* in accordance with *TasNetworks*’ standard *complaints handling procedures*, which can be found on *TasNetworks*’ website or provided to the *Customer* on request;

(c) *TasNetworks* must inform the *Customer* of the outcome of *TasNetworks*’ handling of their *complaint*, *dispute*, or *Potential Access Dispute*;

(d) if the *Customer* is not satisfied with *TasNetworks*’ response to the *Customer’s complaint*, *dispute*, or *Potential Access Dispute*, the *Customer* has a right to refer the matter to the *energy ombudsman* by any of the following means:
14.4. Opting out of complaint handling procedure

If the Customer is a large customer, TasNetworks and the Customer may agree to not use TasNetworks’ standard complaint handling procedure concerning a particular dispute, Potential Access Dispute or complaint, which will only be effective if in writing and signed by both parties.

14.5. Amicable resolution

The parties acknowledge their desire that all questions or differences whatsoever which may arise between the parties concerning this Connection Contract or its subject matter be resolved amicably by bona fide discussions between them.

14.6. Continued performance

Notwithstanding the fact that any dispute, Access Dispute, Potential Access Dispute or complaint between the parties is to be or is already being dealt with in accordance with clause 14.2 or clause 14.3, or is subject to legal proceedings, the parties will continue to comply with, observe, and perform their respective obligations and duties and may exercise their respective rights under this Connection Contract as if the dispute, Access Dispute, Potential Access Dispute or complaint had not arisen to the extent that such obligations and duties are not the subject of any dispute, Access Dispute, Potential Access Dispute or complaint and then only to the extent reasonably practicable.

15. TERMINATION, MERGER AND AMENDMENT

15.1. Termination pursuant to this Connection Contract

(a) This Connection Contract will terminate:

(i) upon the Customer’s Supply Contract being terminated;

(ii) upon the Customer entering into a new contract in relation to the site for the provision of the same or similar connection services;
(iii) at TasNetworks’ option, where otherwise than by TasNetworks’ breach of this Connection Contract, completion has not been achieved within 12 months of the formation of the Connection Contract, or such other time as may be specified in Part 2, in which case the Customer will need to make a new application; or

(iv) otherwise pursuant to:

(1) clause 13 (Breach of this Connection Contract); or

(2) clauses 5.3 or 6.2 (Latent conditions).

15.2. Consequences of termination

(a) TasNetworks is entitled to disconnect, dismantle and remove any of TasNetworks’ connection equipment in respect of the site upon termination of this Connection Contract.

(b) TasNetworks will consider any specific and credible proposal by the Customer not to dismantle or remove such of TasNetworks’ connection equipment in respect of the site. Any arrangement TasNetworks reaches with the Customer will be based on fair and reasonable commercial terms and conditions in accordance with TasNetworks’ distribution licence and assets and will form a new agreement between the parties.

(c) If this Connection Contract is terminated in accordance with clause 13 or 15.1(a)(iii), the Customer will make payment to TasNetworks for all charges associated with the connection services completed (in accordance with the electricity laws), and any additional costs reasonably incurred, up to the date of termination as calculated by TasNetworks, and provided that such costs do not exceed the amount of the Connection Offer.

(d) Customer must destroy, or return to TasNetworks:

(i) all confidential information provided by TasNetworks to Customer under the terms of the Connection Contract, as soon as reasonably practicable following the date of termination; and
(ii) any other data and information provided by TasNetworks to Customer under the terms of the Connection Contract, within 5 business days of a request by TasNetworks in writing.

15.3. Supply Contract

(a) Upon the Customer entering into a Supply Contract, the terms and conditions of this Connection Contract form additional terms and conditions to that Supply Contract.

(b) If there is any inconsistency between the Supply Contract and the Connection Contract, the Supply Contract prevails to the extent of the inconsistency.

15.4. Amendment

(a) If this Connection Contract is amended by function of or as a reasonable response to an alteration to the National Electricity Laws, the Customer will be advised in accordance with the Rules.

(b) Any amendments or alterations required by either of the parties to this Connection Contract will have effect and become operational only upon such amendments being made in writing and executed by both parties unless otherwise provided for in this Connection Contract.

16. MISCELLANEOUS

16.1. Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Connection Contract will operate as a waiver unless provided in writing and signed by the relevant party. No single or partial exercise of any right, power or remedy will preclude any other or future exercise of that or any other right, power or remedy.

16.2. Entire Agreement

Subject to the application of clause 15.3, this Connection Contract constitutes the entire understanding of the parties on its subject matter and supersedes any and all other representations or statements by either party or its representatives, whether oral or in writing, made prior to the commencement date.

16.3. Severability

Any provision of this Connection Contract which is invalid or unenforceable in any jurisdiction is, if possible, to be read down for the purposes of that jurisdiction so as to be
valid and enforceable, and is otherwise severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Connection Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

16.4. Assignment

(a) The Customer may only assign its rights and obligations under this Connection Contract with the prior written consent of TasNetworks. TasNetworks must not unreasonably withhold its consent if the proposed assignee is, in TasNetworks' opinion, capable of carrying out the Customer's obligations under this Connection Contract; and

(b) TasNetworks may assign its rights or novate its rights and obligations under this Connection Contract without restriction.

16.5. No precedent

Nothing in this Connection Contract will operate or be taken by either party to be a precedent as to the form or substance of any new (or supplementary) terms and conditions or other agreement which may be entered into between the parties.

16.6. No third party rights

Except as specifically provided in this Connection Contract, the parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Connection Contract and all covenants, stipulations, promises, representations, warranties, acknowledgements and agreements contained in this Connection Contract are for the sole and exclusive benefit of the parties.

16.7. Costs

Each party is to bear its own costs in negotiating, preparing and executing this Connection Contract.

16.8. Further actions

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Connection Contract.