Power Services
Basic Connection Agreement
(for customers with standard connections without generation)
Part 1: Introduction

1. Scope

(a) This document relates to new Connections of Customers or altering an existing Connection of a Customer to our Electricity System.

(b) A contract on the terms of this document is not available to Real Estate Developers.

(c) This Contract does not cover the sale of electricity to or from your Premises. This is the role of your Retailer.

(d) This document does not regulate the terms upon which you can remain Connected to our Electricity System (once an initial Connection is established) or upon which we will supply electricity to you. Unless you enter into a specifically negotiated and signed contract with us, these matters will be regulated by our Ongoing Supply Contract. The current version of that contract is our “Standard Customer Connection Agreement” as published on our website at https://www.powerwater.com.au/about/regulation/customer-contract. This document will be updated from time to time by new versions being published on our website. These terms are automatically binding upon you by virtue of you being Connected to our Electricity System and taking a supply of electricity (which actions by you are taken to be acceptance of those terms).

(e) This Contract does not permit you to install and operate a generating system (including solar panels) at the Premises. If you wish to install a generating system you must make an application to us in accordance with the NT NER. 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 System.

2. Form of the Contract between you and us

(a) This clause 2 describes what makes up this Contract between you and us.

(b) There are two ways to enter into a connection contract with us. They are: through an expedited process, where you agree a contract in the terms of our Model Standing Offer is acceptable to you, or through a Letter of Offer (Part 4) which you are required to sign and return to us.

(c) Where you entered into a connection contract with us through the expedited process then your Contract consists of your Connection Application and Parts 1 to 3 of this document.

(d) Where we provided to you and you accepted a Letter of Offer then your Contract consists of that Letter of Offer (which will be based on Part 4 of this document) and Parts 1 to 3 of this document.

(e) You are taken to have entered into a 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.
3. Definitions

(a) References in this document to “us”, “we”, “our” or “Power and Water” are references to Power and Water Corporation ABN 15 947 352 360.

(b) References in this document to “you” or “your” are to the Customer referred to in the Connection Application.

(c) In this document, the words “include”, “includes” and “including” are not words of limitation.

(d) Any words appearing like this in 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 Chapter 5A or Chapter 10 of the NT NER.

(e) In this document:

- **ACS Charges** means alternative control service charges as published on Power and Water’s website and approved by the AER.
- **AER** means the Australian Energy Regulator.
- **Business Day** means a day other than a Saturday, a Sunday or a public holiday in the Northern Territory.
- **Business Hours** means from 8:00 am to 4:00 pm on a Business Day.
- **Contract** means this basic connection contract described in clause 1.
- **Connection** (as a verb) means to form a physical link between the Premises and our Electricity System so that electricity can flow between the Premises and our Electricity System and a reference to Connection (as a noun) is to that link. Connect and Connected have a corresponding meaning.
- **Connection Alternation** means an alteration to an existing Connection, including an addition, upgrade, extension, expansion, augmentation or any other kind of alteration.
- **Connection Application** means an application for a new Connection or Connection Alternation made using the form set out on our website.
- **Connection Charge** means a charge imposed by us for provision of a Connection Service.
- **Connection Offer** means the offer made (or deemed to be made) by us to you to enter into a contract to provide a Basic Connection Service to you.
- **Connection Services** means either a service relating to a new Connection or a Connection Alternation or both provided by us under this Contract.
- **Consequential Loss** is defined in clause 7.2(a).
- **Customer** means a person who buys or wants to buy electricity from a Retailer and includes retail customers as defined by the NT NER. In this document it does not include Real Estate Developers.

**Electricity Laws** means Northern Territory laws and rules, and any national laws which apply in the Northern Territory (including the National Electricity Rules as they apply in the Northern Territory), relating to electricity and the legal instruments made under those laws and rules.

**Electricity System** means our electricity transmission system and electricity distribution system for the geographical areas set out in Schedule 1 of Part 2 of this Contract.

**Expedited Connection** means the concept referred to in clause 5A.F.3 of Chapter 5A of the NT NER.

**Force Majeure Event** means any event or circumstance whatsoever that is outside our control, and includes any event or circumstances beyond the control of our subcontractors.

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

**Licensed Electrical Contractor** means a person, partnership or company licensed as an “Electrical Contractor” under the Electrical Workers and Contractors Act 1978.

**Model Standing Offer** means a document approved by the AER as a model standing offer to provide Basic Connection Services (see clause 5A.B.3 of the NT NER). Note that Power and Water have until 1 July 2020 to receive approval for its model standing offer from the AER and until such time Model Standing Offer means the form of model standing offer published by us on our website.

**Basic Connection Service** means a service of a type described in clause 5.2.

**NT NER** means the National Electricity Rules as in force in the Northern Territory.

**Negotiated Connection Contract** means a contract negotiated under Part C of 5A of the NT NER.

**Ongoing Supply Contract** means our Standard Customer Supply Agreement or equivalent (as published by us on our website and as at 1 July 2019 titled “Standard Customer Connection Agreement”)’s setting out terms for the supply of electricity to you and the ongoing connection of the Premises to our Electricity System or any contract you and we have entered into to apply in place of that Standard Customer Supply Agreement.

**Premises** means the premises referred to in your Connection Application or in the Letter of Offer we make to you.

**Retailer** means a person or entity that is licenced to sell electricity to customers in the Northern Territory.

**Real Estate Developer** means a person who carries out a Real Estate Development.

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

(i) subdivision;

(ii) the construction of commercial or industrial premises (or both);

(iii) the construction of multiple new residential premises.
4. Term of this Contract

4.1 When does this Contract start?
(a) Where you entered into a Contract with us through the expedited process, this Contract starts from when we received your properly completed Connection Application.
(b) If we provided you with a Letter of Offer, this 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).

4.2 Reasons this Contract may be terminated without completion of a Basic Connection Service
(a) If we become aware that a 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, end this Contract and advise you of the basis upon which you may negotiate with us a Negotiated Connection Contract. If we give such a notice then this Contract will terminate.
(b) Despite a Connection otherwise falling within the ambit of a Basic Connection Service we may refuse to provide the Basic Connection Service to a site if we consider there are characteristics of that site which mean the provision of a Connection 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 this 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 Basic Connection Service applies then we may, upon becoming aware this is not correct, elect, by notice to you, to end this 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 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 this Contract without completing (including starting) the Basic Connection Service if you fail to meet any of your obligations under this Contract.

5. What we will do under this Contract

5.1 Provide a Basic Connection Service
(a) Under this Contract, we agree to provide you with the Basic Connection Service determined by us under clause 5.2, unless:
   (i) we exercise a right we have under this Contract to not provide that service; or
   (ii) we are required by any Electricity Law, or exercise a right we have under any Electricity Law, to not provide that service.
(b) The particular Basic Connection Service that we will provide is the Basic Connection Service that we consider to be the most appropriate in the circumstances.
(c) We have the absolute right to determine the design, specification and any other requirements for a 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 System; and
   (ii) the point of origin, route and facilities required for any such Connection.

5.2 The Basic Connection Service
(a) The Basic Connection Services to which this document applies are:
   (i) Connection of residential premises or small non-residential premises;
   (ii) temporary low voltage connections for short term supply, being periods of 12 months or less; or
   (iii) Connection of unmetered supply (other than public lighting), but only where:
      (iv) supply is available (i.e. there is a line available at the required voltage and with sufficient capacity for the proposed Connection);
      (v) high voltage network extension is not required;
      (vi) low voltage network extension is limited to one span of overhead or 25 metres of underground cable;
      (vii) there is no network augmentation required; and
      (viii) the maximum demand of the electrical installation is less than or equal to 10kVA single phase or 25 kVA three phase.
(b) None of the works involved in providing a Basic Connection Service are contestable.

5.3 Your requirements
(a) The Basic Connection Service is available to Customers who:
   (i) are located within the locations specified in Schedule 1 of Part 2; and
   (ii) are able to meet minimum technical and safety requirements as set out in Electricity Laws, paragraph 5.2 and the requirements set out in Schedule 2 of this Part 2.
5.4 When we will start and finish the Basic Connection Service

(a) We will use our best endeavours to:
   (i) start providing the relevant Basic Connection Service to you; and
   (ii) complete that service, within the timeframes we agree with you or, in the absence of such an agreement, within the timeframes (if any) set down by the Electricity Laws, provided you have met all of your obligations under this Contract. If you are a small customer (less than 160 megawatt hours per annum consumption) this timeframe is 5 Business Days of receipt from you of a valid electrical certificate of compliance and you have carried out preliminary work and satisfied pre-conditions in accordance with clause 6.

(b) If no such timeframes are agreed with you or set down by the Electricity Laws, then we will use our best endeavours to:
   (i) start providing the relevant Basic Connection Service; and
   (ii) complete that service, as soon as reasonably practicable after the date this Contract starts, but after first taking into account our prior commitments to other customers, and provided you have met all of your obligations under this Contract.

(c) Our ability to meet the above timeframes is subject to you satisfying the pre-conditions set out in Schedule 2 of Part 2 and you providing us convenient and unhindered access to the Premises.

(d) Without limitation, the following matters may delay us undertaking the work involved in providing the Basic Connection Service:
   (i) if you fail to comply with this Contract;
   (ii) a Force Majeure Event;
   (iii) weather events;
   (iv) where we are prohibited from carrying out the works under applicable laws;
   (v) if emergencies or other events adversely impact our Electricity System and, as a prudent operator, we need to divert resources to address these events;
   (vi) 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;
   (vii) if you have provided us incorrect information (in which case we may take such action as we, acting reasonably, consider appropriate, including suspending work until you provide us with the correct information);
   (viii) if we become aware of obstructions or other conditions at the Premises which materially adversely affect our ability to undertake work;
   (ix) if we suspend work in circumstances permitted by this Contract.

(e) Unless otherwise agreed by us and you, we will undertake our work during Business Hours. Except to the extent we have agreed to undertake after hours work, we are not obliged to undertake work outside Business Hours to overcome or mitigate the extent of any delay which has occurred.

6. What you must do before we will provide a Basic Connection Service

6.1 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 Basic Connection Service or the Premises, as early as possible before we commence a Basic Connection Service; and
   (ii) all other information that we may reasonably require at any time for the purposes of this 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:
       (A) the nature, cost or timing of any aspect of the Basic Connection Service that we are to provide under this Contract; or
       (B) anything else we are required to do under this 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.

6.2 Carry out preliminary work and satisfy pre-conditions

(a) We will not be required to start a 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 Basic Connection Service; and
   (ii) satisfied each other pre-condition required to be satisfied before we will perform a 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 2 to this Part 2.

(c) As part of your work you must:
   (i) install consumer mains between the Premises main switchboard and the connection point and the metering equipment;
   (ii) provide a suitable mains connection box, complete with Premises service connectors for the connection of any overhead/underground service line of Power and Water to the conductors referred to in 6.2(c)(i);
   (iii) arrange for your Licensed Electrical Contractor to install suitable metering isolation links to individually isolate the metering equipment.

(d) 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.
6.3 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 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 Basic Connection Service.

(b) If we need access to any neighbouring properties in order to carry out the 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 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 Basic Connection Service.

6.4 Compliance with safety and technical requirements

(a) You must comply with all your obligations under Electricity Laws.

(b) You must ensure that all work in relation to the electrical installations at the Premises must be, or must have been, carried out by a Licensed Electrical Contractor.

(c) You, and any Licensed Electrical Contractor engaged by you, must comply with:

(i) the technical requirements set out in the Electricity Reform (Safety and Technical) Regulations 2000;

(ii) the requirements of the Australian/New Zealand Standards, including Australian Standard 3000 – Wiring Rules;

(iii) if the Basic Connection Service is for a temporary supply, AS/NZS3012 (Construction and Demolition sites);

(iv) the following documents as published on our website from time to time: “Network Technical Code and Planning Criteria” and “Metering Manual, Installation Rules and Service Rules”, and

(v) any reasonable requirement we make in relation to the installation of additional equipment on, or in connection with, your Premises for the purposes of ensuring the safe and reliable operation of our Electricity System.

(d) You must, except to the extent we expressly agree otherwise in writing, undertake the electrical installation works which correspond exactly with the description set out in your Connection Application to us and any other documents you have provided to us.

(e) We will not be required to provide a Basic Connection Service unless you comply fully with the requirements of this clause 6.4.

6.5 Pay the connection charges (if any) for the Basic Connection Service, and pay any other applicable charges

(a) Generally there are no fees (Connection Charges) payable for Basic Connection Services in which case this clause 6.5 will have no practical application to you. However charges may arise if you request ancillary services in association with the Basic Connection Service or if you incur a wasted appointment fee (as to which see below).

(b) Except where clause 6.5(c) applies, you (or your agent) must pay us the Connection Charges (if any) that are payable for the Basic Connection Service we provide under this Contract.

(c) If your Retailer has applied on your behalf for the 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 Basic Connection Service we provide under this Contract. Your Retailer may seek to recover the Connection Charges from you in accordance with your contractual arrangements with that Retailer.

(d) Where you are required to pay us the Connection Charges then you must pay these to us on acceptance of our Connection Offer and in any case 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.

(e) 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 visit fee (as set out in our published ACS Charges) in accordance with the procedures noted in clause 6.5(b) and 6.5(c).

(f) Part 3 describes the Connection Charges payable for the various Power and Water Basic Connection Services and other applicable charges. Our website has a full list of ACS Charges, as approved by the AER, that we are entitled to charge, and the circumstances in which they will be payable by you.

(g) If you do not pay the full amount of:

(i) the Connection Charges (if any) by the due date of our invoice; or

(ii) any additional charges that we invoice you for under clause 6.5(e) by the date required on the invoice,

(h) 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 the costs and expenses that we incur in seeking, and/or recovering, payment from you.
7. Liability

7.1 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 Basic Connection Service; or
   (ii) the quality, fitness or safety of electricity or a Basic Connection Service, other than those set out in this 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) Nothing in this Contract limits any limitations of liability or immunities granted to us under Electricity Laws.
(f) This Contract does not govern the ongoing connection of your Premises to our Electricity System, or the supply of electricity to those Premises. These matters, and our liability in relation to them, is regulated by the Ongoing Supply Contract.

7.2 No liability for indirect or consequential losses
(a) To the maximum extent permitted by law, and despite any other provision of this Contract (except for clause 7.1(a)), 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 Basic Connection Service or any other obligation of ours under this Contract.
(b) Despite any other provision of this 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 this Contract) in relation to a Basic Connection Service or any other obligation of yours under this Contract.

7.3 Guaranteed Service Levels
Nothing in this clause limits our obligation to pay you an amount we are required to pay you under the Electricity Laws because we have failed to comply with a guaranteed service level.

7.4 Survival
This clause 7 survives the expiration, or termination, of this Contract.

8. Complaints and dispute resolution

8.1 If you have a complaint relating to this 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.powerwater.com.au/contact_us/complaints-and-resolutions.

9. General

9.1 Our obligations
(a) Some obligations placed on us under this Contract may be carried out by our subcontractors.
(b) If an obligation is placed on us to do something under this 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.

9.2 GST
(a) The amount payable for a Basic Connection Service and any other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Clause 9.2(b) applies unless an amount payable under this Contract is stated to include GST.
(b) Where an amount paid by you or by us under this 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.

9.3 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.powerwater.com.au/privacy.

9.4 Notices
(a) (Unless any part of this Contract states otherwise (for example, where phone calls are allowed), all notices in relation to this Contract must be sent in writing (including via email).
(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 fourth Business Day after it was sent by us if sent by regular post.

9.5 Accrued rights and obligations
(a) Rights and obligations that accrued before the end (or earlier termination) of this Contract, continue despite the end (or earlier termination) of this Contract.

9.6 Applicable law
(a) The laws of the Northern Territory govern this Contract.
Schedule 1: coverage of the contract

The geographical areas covered by this Contract are as follows:
- Darwin (city, suburbs and surrounding rural areas, including Palmerston, Batchelor and Adelaide River)
- Katherine (township, suburbs and surrounding rural areas, including Pine Creek, Larrimah and Mataranka)
- Tennant Creek (township, suburbs and surrounding rural areas)
- Alice Springs (city, suburbs and surrounding rural areas)
Schedule 2: Preliminary works and other pre-conditions that must be satisfied by you for a basic connection service to be provided

You must satisfy the following pre-conditions:

(a) if we require it, you provide such evidence as we reasonably require to substantiate your identity;

(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 this Contract;

(g) the electrical work on the electrical installations at the Premises must be, or has been, carried out by a Licensed Electrical Contractor who has complied with the requirements referred to in clause 6.4(c) and who has complied with the requirements published on our website, AS 3000, AS 3012, the Electricity Reform (Safety and Technical) Regulations 2000 and which compliance must have been verified by one or more “Certificates of Compliance - Electricity Safety” provided to us by you or your Licensed Electrical Contractor; and

(h) any work referred to in clause 6.2(c) has been completed by a Licensed Electrical Contractor.
Part 3: Charges


There are no direct upfront fees for Customers for a Basic Connection Service set out in clause 5.2.

Additional charges may apply where you require ancillary services over and above the services set out in clause 5.2.

All fees will be outlined to you and you will need to agree to these fees before we will begin any work relating to your Connection.
Part 4: Letter of Offer

Customer Name:
Customer Address:
Offer Date:
Connection Applicant:

Dear <Connection Applicant Name>,

We are pleased to provide this Connection Offer (Offer) to carry out Basic Connection Services as requested in your Connection Application.

Please read this Offer (including the attached Parts 1 to 3) 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 Power and Water 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 Power and Water.

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 Power and Water.

That connection contract comprises this Letter of Offer (including the attached Connection Specific Details) and the following three parts

Part 1 Introduction
Part 2 General Terms and Conditions
Part 3 Description of Charges

Regards

POWER AND WATER:

.....................................................................
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 Power and Water at:

Power and Water Corporation
Customer Service Centre
GPO Box 3596
Darwin NT 0801

Acceptance by Individuals

Signature ________________________________
Date __________________________
Print Name ________________________________
Witness ________________________________
Witness Signature ________________________________
Witness Name ________________________________

Acceptance by Companies

Option 1: Company name ________________________________
Director signature ________________________________
Print Name ________________________________
Director / Secretary signature ________________________________
Print Name ________________________________
Date ________________________________

Option 2: Company name ________________________________
Authorised Representative ________________________________
Print Name ________________________________
Witness ________________________________
Print Name ________________________________
Date ________________________________

If the signatory is not the Customer, please specify relationship between the signatory and the Customer (e.g. Retailer).
**Connection specific details**

1. **Customer Contact and Address Details**
   - [Customer Name]  
   - [street/postal]  
   - [email]  
   - [Contact Person]  
   - [Phone no]  
   - [Mobile Phone no]  
   - [If not completed then the contact and address details are as specified in the Connection Application]

2. **Premises**
   - [the location of the work and connection]  
   - [If not completed then the Premises are as specified in the Connection Application]

3. **Premises Connection Assets**
   - The Power and Water owned service line which will Connect the Power and Water Electricity System to the connection point.

4. **Maximum Connection Capacity**
   - As per clause 5.2.

5. **Basic Connection Service**
   - [If not completed then the relevant service set out in Part 2 which we determine is relevant and appropriate given what has been requested in the Connection Application and any legal or technical considerations which limit the nature of the Connection that can be provided to the Premises]

6. **Customer's Activities (including installation requirements)**
   - As per clause 6.2(c) of Part 2.

7. **Metering Equipment**
   - The Premises 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 Connection are such metering equipment is not required (including having regard to our legitimate needs and those of other electricity industry participants).  
   - We will install any required metering equipment (of a type and quantity to be determined by us having regard to Electricity Laws).

8. **Connection Charges**
   - [if applicable]  
   - [If not completed then charges (if any) determined in accordance with those parts of Parts 2 and 3 which we determine are relevant given the Basic Connection Service being provided]

9. **Timetable**
   - We will commence provision of the Basic Connection Service once you have complied with the conditions in Schedule 2 of Part 2.  
   - Once commenced the Basic Connection Service will be completed in accordance with the requirements set out in clause 5.4.

10. **Technical and Safety Obligations**
    - As per clause 6.4 of Part 2