

Power Services

Basic Connection Agreement

(for customers with standard
connections without generation)



PowerWater

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 Supply 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* and other *Electricity Laws*.
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*.
- (f) Only certain parts of our *Electricity System* are subject to the *NT NER* (specifically those parts of our *Electricity System* located within the areas specified in Part A of Schedule 1 to this *Contract*). However if your *Premises* is within the areas specified in Part B of Schedule 1 to this *Contract* we will treat you as having the same rights to request a *Basic Connection Service* as a *Customer* residing within the areas in Part A (including all rights such a *Customer* has under Chapter 5A of the *NT NER* in respect of *Basic Connection Services*). In return if you make such an application you must comply with the obligations of a *Customer* under Chapter 5A of the *NT NER*.
- (g) However note clause 5.4(b) of this *Contract* only applies to *Customers* with *Premises* within the areas specified in Part A of Schedule 1 to this *Contract*.

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:
 - (i) through an expedited process, where you agree a contract in the terms of our *Model Standing Offer* is acceptable to you; or
 - (ii) 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*.

Part 2: General Terms and conditions

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 3(e) below, have those same meanings; or
 - (ii) which are not given meanings in clause 3(e) 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.

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

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 Service 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 *NT NER*), 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.

Letter of Offer means an offer in the form of Part 4 to this document.

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*).

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

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

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 Supply Agreement”) 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 your *Premises* is within the areas specified in Part A of Schedule 1) or, if your *Premises* is within the areas specified in Part B of Schedule 1, another form of *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* (if your *Premises* is within the areas specified in Part A of Schedule 1) or, if your *Premises* is within the areas specified in Part B of Schedule 1, another form of *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 *Connection* contract setting out the terms upon which we will establish or alter a *Connection* to the *Premises*. This will be a *Negotiated Connection Contract* (if your *Premises* is within the areas specified in Part A of Schedule 1) or, if your *Premises* is within the areas specified in Part B of Schedule 1, another form of *Connection* contract.
- (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*, clause 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*.
- (b) If you are a small *Customer* (less than 160 megawatt hours per annum consumption) whose *Premises* is within the geographic areas set out in Part A of Schedule 1 the timeframe set down by the *Electricity Laws* is 5 *Business Days* from when each of the following have occurred:
- (i) receipt from you of a valid electrical certificate of compliance; and
 - (ii) you have carried out the preliminary work and otherwise satisfied the pre-conditions in accordance with clause 6.
- (c) 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*.
- (d) 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*.
- (e) 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*.
- (f) 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 clause 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 clause, 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,

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 7 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

- (a) 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 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

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

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:

Part A – NT NER AREAS

- 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)

Part B – OTHER AREAS

- Daly Waters
- Borroloola
- Timber Creek
- Elliott
- Newcastle Waters
- Kings Canyon
- Ti Tree
- Yulara

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

All of Power and Water's related charges are set out in Power and Water's *ACS Charges* as approved by the *AER*, and published on our website. (<https://www.powerwater.com.au/about/regulation/electricity-network-regulation-and-pricing>)

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. a *Licensed 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 <i>Connection Application</i>]
2.	Premises [the location of the work and <i>Connection</i>]	[If not completed then the <i>Premises</i> are as specified in the <i>Connection Application</i>]
3.	Premises Connection Assets	The Power and Water owned service line which will <i>Connect</i> the Power and Water <i>Electricity System</i> to the <i>Connection</i> 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 <i>Connection Application</i> and any legal or technical considerations which limit the nature of the <i>Connection</i> that can be provided to the <i>Premises</i>]
6.	Customer's Activities (including installation requirements)	As per clause 6.2(c) of Part 2.
7.	Metering Equipment	The <i>Premises</i> 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 <i>Connection</i> 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 <i>Electricity Laws</i>).
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 <i>Basic Connection Service</i> being provided]
9.	Timetable	We will commence provision of the <i>Basic Connection Service</i> once you have complied with the conditions in Schedule 2 of Part 2. Once commenced the <i>Basic Connection Service</i> 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