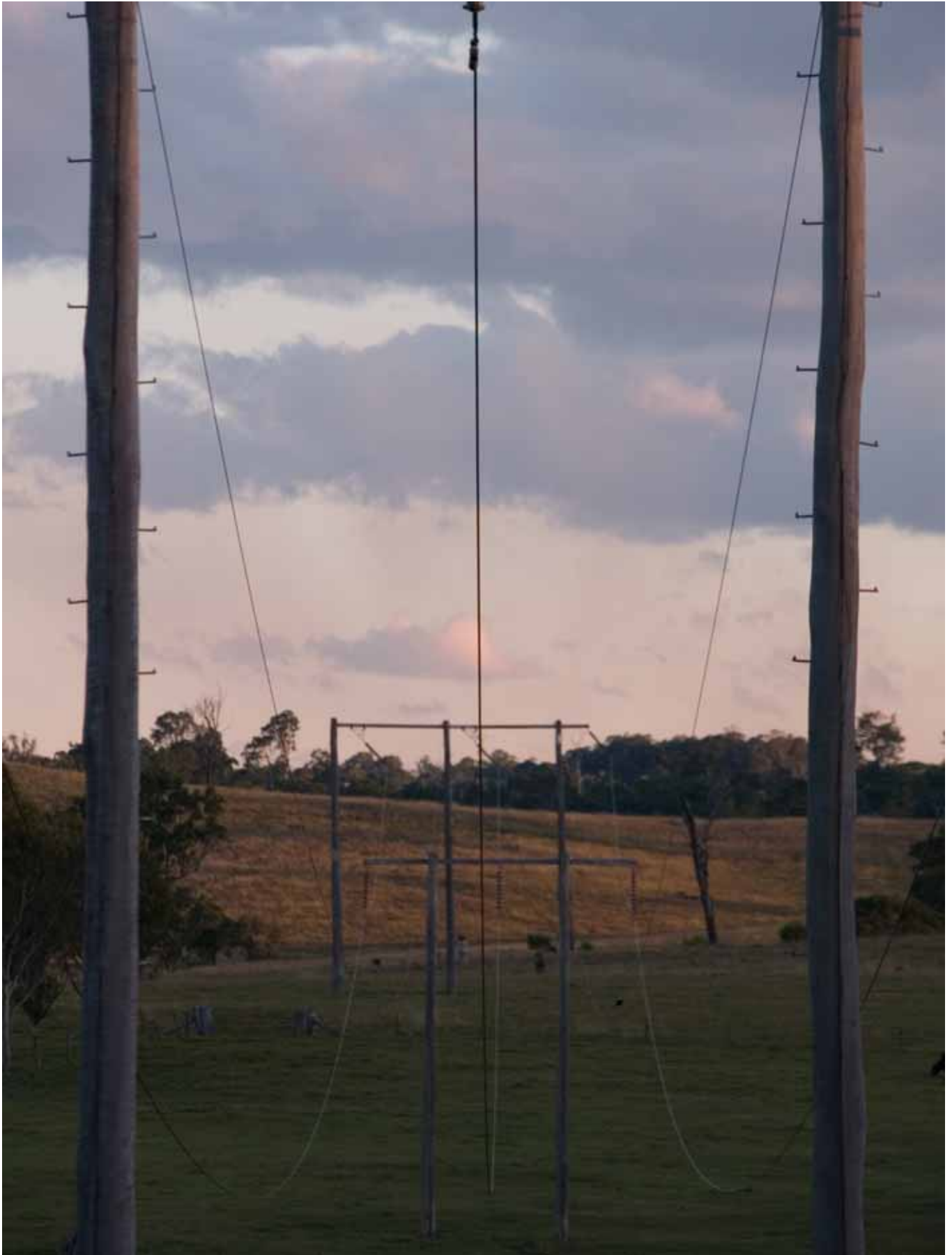


Negotiated Short Form Customer Connection Contract



Dated 2007

COUNTRY ENERGY
ABN 37 428 185 226

PARTIES

[CUSTOMER]
ABN []

countryenergy

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AGREEMENT made 2007

PARTIES COUNTRY ENERGY ABN 37 428 185 226
of Littlebourne and Hampden Park Rd, Kelso New South Wales, 2795
("Country Energy")

AND [Insert name of Party] ABN [insert if required]
of [ADDRESS]
("Customer")

INTRODUCTION

- A** The parties agree to enter into a negotiated customer connection contract for the provision of customer connections services on the terms and conditions contained in this Agreement.
- B** Country Energy acknowledges that for the purposes of this Agreement, the Customer [is/is not] a small retail customer.

It is agreed**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Agreement:

- 1 **Agreement** means this document, including any schedule or annexure to it;
- 2 **Commencement Date** means the date set out in Item 3 of the Schedule;
- 3 **Expiry Date** means the date set out in Item 4 of the Schedule;
- 4 **Negotiated Customer Connection Contract** means a contract entered into under Division 3 of Part 3 of the *Electricity Supply Act 1995* (NSW);
- 5 **Premises** means the Customer's premises as set out in Item 1 of the Schedule;
- 6 **Standard Form Customer Connection Contract** means Country Energy's Standard Form Customer Connection Contract created in accordance with Division 2 of Part 3 of the *Electricity Supply Act 1995* (NSW) as amended from time to time and published on 1 July 2006; and
- 7 **Term** means the period commencing on the Commencement Date and ending on the Expiry Date as set out in Item 5 of the Schedule.

2 NEGOTIATED CUSTOMER CONNECTION CONTRACT

- 1 The parties agree to enter into a negotiated customer connection contract for the Term for provision of Customer Connection Services (as defined in the Standard Form Customer Connection Contract) and other services at the Premises and on the terms and conditions set out in this Agreement.
- 2 The terms and conditions and conditions of the Standard Form Customer Connection Contract are imported into this Agreement, subject to the variations set out in the Schedule to this Agreement.
- 3 The terms of this Agreement will prevail to the extent of any inconsistency with the terms and conditions of the Standard Form Customer Connection Contract.

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3 SECURITY DEPOSIT

- 1 The parties further agree that notwithstanding anything else in this Agreement, Country Energy may not use any part of a security deposit paid under this Agreement to recover amounts due in respect of charges other than charges related to the provision of connection services.

4 GENERAL MATTERS**4.1 Severability**

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

4.2 Entire Understanding

This Agreement, together with the Standard Form Customer Connection Contract, is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

4.3 Variation

An amendment or variation to this Agreement, other than to the Standard Form Customer Connection Contract as set out in that agreement, is not effective unless it is in writing and signed by the parties.

4.4 No Partnership

This Agreement does not create or evidence a partnership or joint venture.

4.5 Confidentiality

- 1 The Customer acknowledges that information disclosed to it by Country Energy under this Agreement is confidential.
- 2 Except as stated in this Agreement, the Customer must not and must not permit any of its employees to use or disclose to any person any information disclosed to it by Country Energy under this Agreement without Country Energy's prior written consent.
- 3 This clause 4.5 does not apply to any information which:
 - a is generally available to the public (other than as wrongful disclosure by the Customer or its employees); or
 - b is required to be disclosed by any law

and remains in force for five years following termination or expiration of this Agreement.

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EXECUTED as an agreement by:

Signed for and on behalf of **COUNTRY ENERGY**
ABN 37 428 185 226 by its authorised
representative in the presence of:

Signature of Witness

Signature of Authorised Representative

Name of Witness
(BLOCK LETTERS)

Name of Authorised Representative
(BLOCK LETTERS)

Address of WitnessExecuted by **[insert name of company]** ABN **[*]** in
accordance with section 127 of the *Corporations*
Act 2001:

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)Signed by **[insert name of person]** in the presence
of:

Signature of Witness

Name of Witness
(BLOCK LETTERS)

Address of Witness

SCHEDULE

- Item 1 **Premises**
#
- Item 2 **Connection Point**
#
- Item 3 **Commencement Date**
#
- Item 4 **Expiry Date**
#
- Item 5 **Term**
#
- Item 6 **Power Transfer Capability**
#
- Item 7 **Maximum Voltage Fluctuation**
#
- Item 8 **Your Authorised Staff**

Name	Position or role as service provider	Safe Working Practice Authority Number	Telephone No	
			Business	Mobile