

Application and Agreement for Network Services (AANS)

To be used for application for the following services:

- Non-electrical disconnection/reconnection (overhead or underground)
- Disconnection for demolition (supply abolishment).

If you require assistance completing this form, please refer to Horizon Power's website at www.horizonpower.com.au or contact Horizon Power on 1800 267 926 between 8am and 5pm weekdays. You can complete, scan and send a completed copy to enquiries@horizonpower-reply.com.au, or post it to Horizon Power, GPO Box P1145, Perth WA.

Please complete in **BLOCK CAPITALS**

*Indicates a mandatory field

Site details for power supply:

Builder/electrical contractors please note that you must insert your own details here

Surname:* _____ First name:* _____

Site/Lot No:* _____ Street No:* _____ Street name:* _____

Suburb/Town/City:* _____ Postcode:* _____

Company/trading name (if applicable): _____ ABN/ACN (if applicable): _____

Mailing address (if different to the address listed above)

PO Box number (if applicable): _____

Site/Lot No:* _____ Street No:* _____ Street name:* _____

Suburb/Town/City:* _____ Postcode:* _____

Site details

Site/Lot No:* _____ Street No:* _____ Street name:* _____

Suburb/Town/City:* _____ Postcode:* _____

Meter number (if applicable): _____

Phone: Home:* _____ Work: _____ Mobile: _____

Fax: _____ Email: _____

Services (please tick the box on the right to indicate the service(s) you require)

Service

Disconnection/reconnection of overhead/underground service (non electrical work)

Disconnection for demolition (supply abolishment)

Demolition company name and licence number: _____

Additional comments: _____

By ticking this box, you are entering into a binding agreement with Horizon Power for the requested Service, and you acknowledge that you have read, and agree to be bound by the Terms and Conditions set out below, including that you (as the Applicant) will pay the Fee (Agreement).

Notes

1. Additional charges will apply if it is necessary to relocate Horizon Power electricity infrastructure assets in order to undertake the Works. For further information, please contact your Horizon Power representative at your local office.
2. Additional charges may apply if it is necessary for Horizon Power to undertake works outside the normal business hours of your local Horizon Power depot. For further information, please contact your Horizon Power representative at your local office.
3. To minimise delays, Horizon Power recommends that the Preliminary Notice be submitted at the same time as this Form is submitted. Horizon Power will not commence the Works until we have received the Preliminary Notice. A Preliminary Notice is required when an electrical contractor is to carry out electrical work.
4. Horizon Power will not undertake demolition works until the customer's account is finalised and a Horizon Power "Disconnection for Demolition" notice has been issued to the customer by leaving it in the meter box.
5. Horizon Power will not energise a reconnection until we have received a compliant Completion Notice from the Electrical Contractor.

Terms and conditions

1. Terms and conditions

These Terms and Conditions will form part of the Agreement unless Horizon Power notifies you in writing of any excluded Terms and Conditions.

2. Payment of fee

2.1 You must pay the Fee within 30 days of the date of Horizon Power's invoice. For more information on the fees and charges, please visit <https://www.horizonpower.com.au/pricing>

2.2 If you are an electrical contractor or builder, it is up to you to recover the amount of the Fee from the person you are doing the electrical or building work for.

3. Credit Check

3.1 Horizon Power can enquire as to your credit status. You consent to Horizon Power making these enquiries. Horizon Power can decline to perform the Works if we do not receive an acceptable credit reference. Horizon Power will pay the costs associated with the credit check.

3.2 You acknowledge and agree that you will have no claim, right or cause of action against Horizon Power because we decline to perform the Works in the circumstances described in clause 3.1.

4. Commencement and Completion of Works

Horizon Power will use its best endeavours to complete the Works as soon as practicable from the time we process your Form and (if applicable) the Preliminary Notice. However, Horizon Power does not guarantee that it will complete the Works by a specified date.

5. License to access Site

By entering into this Agreement, you grant Horizon Power or you will ensure Horizon Power is granted an unconditional license to access the site for the purpose of undertaking the works from the date we process your form and (if applicable) the Preliminary Notice until the date the works have been completed.

6. Site conditions:

You must ensure that:

- 6.1 the site is safe and free from any obstruction or objects which may pose or give rise to a threat to the safety of Horizon Power's employees or contractors;
- 6.2 that Horizon Power is able to safely access the site from the date we process your form and (if applicable) the Preliminary Notice until the date the works have been completed.

7. Notification of other utilities and government authorities

You must notify the appropriate service utilities as well as the local government of the works to be undertaken at the Site.

8. Force Majeure

Horizon Power will not be liable to you for any loss, damage or expense (whether direct or Indirect Damage) caused by or attributable to Force Majeure.

9. Liability of the Parties

- 9.1 Horizon Power's liability to you is limited to the liability under the Energy Operators (Powers) Act 1979 (WA).
- 9.2 Subject to clause, damages under this Agreement are limited to damages for direct and foreseeable loss attributable to breach or default under this Agreement and neither Party will be liable to the other for any Indirect Damage.

10. Variation

- 10.1 This Agreement may only be varied by written agreement signed by both Horizon Power and you.
- 10.2 No variation will void this Agreement.

11. Application of Acts and By-Law

Nothing contained in these Terms and Conditions shall in any way limit the operation or effect of the Electricity Corporations Act 2005 (WA), the Electricity Industry Act 2004 (WA), the Energy Operators (Powers) Act 1979 (WA), the Electricity Act 1945 (WA) or any regulations, by-laws or orders made under these Acts.

12. Governing Law and jurisdiction

This Agreement is governed by the Law applicable in Western Australia. By entering into this Agreement, you agree that any disputes will be exclusively determined by the courts of Western Australia.

13. Additional Charges

- 13.1 Work is limited to the Works necessary to perform the Service that you have requested, unless Horizon Power otherwise advises you in writing.
- 13.2 If you cancel the requested Service, or you change the Service you want Horizon Power to undertake, you may be charge an administration fee.
- 13.3 If it is necessary for Horizon Power to relocate its electricity infrastructure assets when undertaking the Works, then you will be charged an additional fee following a quotation for works for the relocation of the assets.
- 13.4 If it is necessary for Horizon Power to undertake works outside the normal business hours of your local Horizon Power depot, then you will be charged an additional fee following a quotation for the works outside of normal business hours.

Definitions

Agreement means the agreement between you and Horizon Power for the performance of the requested Service, together with the Terms and Conditions.

Fees means the fees specified for the Service, as specified in the Fees and Charges section of Horizon Power's website at www.horizonpower.com.au plus any additional charges payable under clause 13.

Force Majeure means any cause or event which is not reasonably within the control of Horizon Power.

Form means the Application and Agreement for Network Services form, completed and submitted by you.

Indirect Damage means any one or more of:

- (a) Any consequential loss, consequential damage or special damages however caused or suffered by the person, including any:
 - (i) Loss of (or loss of anticipated) opportunity, use, production, revenue, income, profits, business and savings; or
 - (ii) Loss due to business interruption;
 - (iii) Increased costs; or
 - (iv) Punitive or exemplary damages.

Whether or not the consequential loss or damage or special damage was foreseeable; or

- (b) In respect of contractual damages, damages which would fall within the second limb of the rule in *Hadley v Baxendale* [1854] 9 Exch. 342;
- (c) Any liability of the person to any other person, brought against the person by any other person, and the costs and expenses connected with the claim.

Party means you or Horizon Power.

Site means the address specified on the Form where Horizon Power will undertake the Works.

Service means the Service you have selected on the Form and requested Horizon Power to undertake at the Site.

Works means the electricity infrastructure works that Horizon Power will undertake to complete the necessary Service.

You mean the person, corporate entity or electrical contractor who has completed and submitted the Form.

Submission of this application

Please post or email this application form to your nearest Horizon Power office (details below)

Offices

West Pilbara

Stovehill Road
KARRATHA WA 6714

PO Box 817
Karratha WA 6714

Ph: (08) 9159 7250
karratha@horizonpower.com.au

East Pilbara

18 Anderson Street
PORT HEDLAND WA 6721

PO Box 314
Port Hedland WA 6721

Ph: (08) 9173 8282
porthedland@horizonpower.com.au

East Kimberley

Cnr of Messmate Way
and Victoria Hwy
KUNUNURRA WA 6743

PO Box 916
Kununurra WA 6743

Ph: (08) 9166 4700
kununurra@horizonpower.com.au

Gascoyne Mid West

Cnr Iles Road and
Robinson Street
CARNARVON WA 6701

PO Box 825
Carnarvon WA 6701

Ph: (08) 9941 6299
carnarvon@horizonpower.com.au

Goldfields Esperance

143 Sims Street
ESPERANCE WA 6450

PO Box 148
Esperance WA 6450

Ph: (08) 9072 3400
esperance@horizonpower.com.au

West Kimberley

Nila Janyba Broome Experience Centre
Shop 25 and 26 Paspaley Plaza, 8 Short Street
BROOME WA 6725

PO Box 345
Broome WA 6725

Ph: (08) 9192 9900
broome@horizonpower.com.au
