

# 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)

*Please complete in BLOCK CAPITALS*

*\*Indicates a mandatory field*

If you require assistance completing this form, please refer to Horizon Power's website at [www.horizonpower.com.au](http://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](mailto:enquiries@horizonpower-reply.com.au), post it to Horizon Power, GPO Box P1145, Perth WA or print and fax the completed copy to (08) 6310 1044.

## 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:\* | | Post Code:\* | |  
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:\* | | Post Code:\* | |

## Site details

Site/Lot No:\* | | Street No:\* | | Street Name:\* | |  
Suburb/Town/City:\* | | Post Code:\* | |  
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)	<input type="checkbox"/>
Disconnection for demolition (supply abolishment)	<input type="checkbox"/>
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 depot.
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 depot.
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.

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 charged 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](http://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, email or fax this application form to your nearest Horizon Power office (details below)

### Regional Centres:

Karratha (Head Office) Stovehill Road KARRATHA WA 6714	PO Box 817 Karratha WA 6714	Ph: (08) 9159 7250 karratha@horizonpower.com.au	Fax: (08) 9159 7288
Port Hedland 18 Anderson Street PORT HEDLAND WA 6721	PO Box 314 Port Hedland WA 6721	Ph: (08) 9173 8282 porthedland@horizonpower.com.au	Fax: (08) 9173 2339
Kununurra Cnr of Messmate Way and Victoria Hwy KUNUNURRA WA 6743	PO Box 916 Kununurra WA 6743	Ph: (08) 9166 4700 kununurra@horizonpower.com.au	Fax: (08) 9166 4720
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	Fax: (08) 9941 6201
Goldfields Esperance 143 Sims Street ESPERANCE WA 6450	PO Box 148 Esperance WA 6450	Ph: (08) 9072 3400 esperance@horizonpower.com.au	Fax: (08) 9072 3401
Broome 2 - 4 McDaniel Road BROOME WA 6725	PO Box 345 Broome WA 6725	Ph: (08) 9192 9900 broome@horizonpower.com.au	Fax: (08) 9192 9901