



Negotiated Connection Offer

Embedded generating unit connection

Important note:

To accept this offer, please return the enclosed Acceptance Form to *Ausgrid* within 20 business days of the date of the offer.

Connection Offer Summary

The connection offer process

When *Ausgrid* receives a *connection application* and has assessed it, it makes a *connection offer*, which is an offer to provide specified *connection services* on the terms set out in the offer.

Ausgrid's connection offer is an offer to enter into a *connection contract*. The *connection contract* is between *Ausgrid* and the *connection customer* and it comes into effect when *Ausgrid's connection offer* is accepted. If someone other than the *connection customer* makes the *connection application* and accepts the *connection offer* on the *connection customer's* behalf, then that person does so as the *connection customer's* agent.

Connections to which this offer applies

This offer applies to *connection services* which meet the following requirements:

- (a) a model standing offer is not appropriate for the proposed connection;
- (b) the generating unit which is proposed to be *connected* to the *distribution systems* is an *inverter energy system*;
- (c) the constituent units of the *embedded generating unit* must be of a kind contemplated by AS/NZS 4777;
- (d) the combined maximum *export capacity* of the *embedded generating unit at the connection point* must not exceed the requirements under clause 2.2; and
- (e) it must not be necessary to make any change to the *distribution system* (other than in relation to *service mains*) before the *connection* can be made and *electrified*.

If you require a *new connection*, this *connection offer* will be made in conjunction with a separate offer relating to the establishment of the *new connection*.

If you already have a *connection* at the *premises*, this *connection offer* relates to *connection services* which are *connection alterations*. *Connection alterations* may require some alteration to the existing *service mains*. All work needed to establish the *connection alteration* will be performed by an ASP/2 as a *contestable service* at the expense of the *connection customer*.

Ausgrid has provided this *connection offer* and entered into this *connection contract* on the basis that where the *connection customer* is required to obtain the consent of the owner or owners (as the case may be) of the *premises* for the installation of the *embedded generating unit* and the *connection* of the unit to the *distribution network*, the *connection customer* has obtained that consent. If the *connection customer* cannot provide evidence of owners' consent when requested by *Ausgrid*, *Ausgrid* may terminate the *connection contract* with notice in accordance with the terms of the contract.

Negotiated connection offer

You have received this *connection offer* because *Ausgrid's* model standing offers for *basic connection services* and *standard connection services* are not suitable for the type of *connection services* you are seeking or because you have decided to negotiate the terms and conditions relating to the *connection services* you are seeking.

As part of this *connection offer*, you may also elect to extend the negotiations to terms and conditions of your ongoing *connection services*.

A retail contract for the premises must be formed before supply can commence

Before *Ausgrid* will permit the *connection* to be *electrified* a *retail contract* with a *retailer* must be in place, and you must ensure the *retailer* or a *metering coordinator* directly appointed by the *retail*

customer arranges for the necessary *metering installation* to be installed at the *connection point* in accordance with the *energy laws*.

You have 20 business days to accept this offer

If you wish to proceed with the *connection* on the terms offered by *Ausgrid*, you must accept *Ausgrid's connection offer* within 20 *business days* of the date the offer was made. *Ausgrid* may agree to an extension of the acceptance period on request.

Some conditions of connection continue after electrification

At the same time as the *connection contract* commences, the terms and conditions relating to the provision of services, including the ongoing supply of energy to the *premises*, also come into effect under the Deemed Standard Connection Contract which commences once the *connection* of the *embedded generating unit* is established and *electrified*. Some terms of this *connection contract* continue to apply following *electrification* of the *connection* and become additional terms of the Deemed Standard Connection Contract. These terms are specified in this *connection contract* and relate to such matters as the maximum *export capacity* of the *connection*, the location of the *connection point* or the *point of common coupling*.

Connection charges

As specified in clause 6 of the *connection contract*, we will either bill you, your *retailer* or an *electrical professional* acting on your behalf for *connection charges* incurred under the contract. Other than the charges billed to your *retailer*, you are responsible for ensuring those *connection charges* are paid. By entering into this contract, you agree to these billing and payment arrangements.



Negotiated Offer to Provide Connection Services – embedded generating unit connection

Connection Offer

NMI:

Premises address:

This offer is made on _____ day of _____ 20____

By Ausgrid of 570 George Street, Sydney NSW

to the *connection applicant* named in the *connection application* received by Ausgrid on [date]

in respect of the *premises* referred to above.

This *connection offer* is an offer to provide *connection services* on the terms set out in the attached **Contract for Embedded generating unit connection** and is open for acceptance for 20 *business days*.

Ausgrid and the *connection customer* are the parties to this contract. If you have applied for the *connection* on behalf of the *connection customer*, you have done so as the person's agent.

The *connection details* which have been modified by Ausgrid from those details submitted in your *connection application* are

Electrification of the *connection* referred to in this *connection offer* is subject to the completion of *augmentation works*. These *augmentation works* are subject of a separate *connection offer*.

This offer does not relate to *relocation works*. If you have indicated in your *connection application* that you wish to underground or *relocate* existing *distribution network* assets, Ausgrid will notify you separately whether or not it will permit the *relocation*.

You are required to pay Ausgrid:

- Ausgrid's *site inspection fee* of \$ _____ in accordance with *rules*; and
- a fee of \$ _____ to cover expenses directly and reasonably incurred by Ausgrid in assessing your *connection application* and making this *connection offer*, in accordance with the *rules*;
- the *ancillary service fees* for *ancillary services* as referred to in clauses 3 and 6.

A tax invoice for the fees above will be sent to you in due course.



Acceptance of Connection Offer

NMI:

Premises address:

Ausgrid's offer is accepted by the *connection applicant* on the _____ day of _____ 20____

Signed by the connection applicant

on its own behalf; or

for and on behalf of the *retail customer* or *real estate developer* (tick one)

In signing this acceptance I agree that I have read and understood the terms and conditions of the *connection offer* (including the *Connection Offer Summary*) and where this *application* is made on behalf of a *retail customer* or *real estate developer*, I declare that I have obtained the authority of that person to accept this offer on their behalf.

Name of *Connection Applicant* _____

Full name of signatory _____

Where *connection applicant* makes the application on behalf of the *connection customer*:

The *connection applicant* declares that it has obtained the authority of the *connection customer* to accept this offer on their behalf.

Signature of *connection applicant* _____

The *connection customer* acknowledges that they are bound by the terms of this *connection offer*.

Name of *Connection Customer* _____

Signature of *connection customer* _____

- **Return the signed acceptance form to:**

[Ausgrid to insert relevant address]

Date Ausgrid received acceptance form:



Contract for Embedded Generating Unit Connection April 2018



WARNING

It is the responsibility of the user of this document to ensure that the current version is used. Ausgrid may amend this document at any time.

Document and Amendment History

Issue No.	Date	Approved By	Summary of Changes
1	June 2013	Chief Engineer	
2	September 2014	Chief Engineer	New regulatory environment
3	1 December 2016	Manager - Network Risk and Planning	Updates to reflect Ausgrid lease transaction
4	14 December 2016	Manager - Network Risk and Planning	Minor typographical corrections
5	16 April 2018]	Head of Asset Investment	General update and provision for new metering rules

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All correspondence should be directed to:
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SYDNEY NSW 2001

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THIS CONTRACT IS BETWEEN:

AUSGRID OPERATOR PARTNERSHIP (ABN 78 508 211 731), trading as **AUSGRID** , of 570 George Street, Sydney

AND

THE CONNECTION CUSTOMER stated in the *connection application*.

Background

- A. The *connection applicant* has applied to *Ausgrid* for a *connection alteration* to an existing *connection* or to form a *new connection* between the premises and *distribution network* in order to accommodate an *embedded generating unit* at the *premises*.
- B. Until accepted by the *connection applicant*, this *connection contract* represents a negotiated *connection offer* because the *connection applicant* has elected to negotiate the terms and conditions on which the *connection service* is to be provided and/or *Ausgrid* has determined that *Ausgrid's* model standing offers for *basic connection services* and *standard connection services* do not apply to the *connection services* being sought by the *connection applicant*.

Operative provisions

1 Ausgrid's connection offer and connection contracts

1.1 Defined terms

All terms in italics are defined in the Dictionary at clause 18.2.

1.2 What constitutes this connection contract?

This *connection contract* is for the *premises* referred to in the *connection application*. It consists of:

- (a) the *Connection Offer Summary*;
- (b) clauses 1 to 18 inclusive of this document;
- (c) all appendices and annexures to this document;
- (d) the *connection application*; and
- (e) where you have signed and returned an acceptance form, the *connection offer*.

1.3 When does this contract apply?

- (a) This *connection contract* will be the only *connection contract* that applies where:
 - (1) the *premises* are already connected to *the distribution system*;
 - (2) no change will be made to the maximum *import capacity* of the existing *connection* as approved by *Ausgrid*; and
 - (3) the only *connection alteration* required to establish the *connection* for the *embedded generating units* is to the *service mains* and does not include the *relocation* of any existing *distribution network* asset.

- (b) If *augmentation works* are required in order for the *embedded generating unit* to be *connected to the distribution network*, the services provided by *Ausgrid* in relation to the *augmentation works* will be provided under a separate contract. *Electrification* of the *connection* is contingent on the completion of the *augmentation works* under the separate contract.
- (c) If *relocation works* are required in order for the *embedded generating unit* to be *connected to the distribution network*, the *relocation works* will be provided under a separate contract.
- (d) If *relocation works* are required in order to establish the *connection*, before commencing the *relocation works* or any works under this *connection contract*, the *connection customer* must obtain the *Ausgrid's* express written consent to the applicable *relocation works*. The *connection customer* must ensure that their *electrical professional* will co-operate with the person(s) performing the *relocation works* to co-ordinate the *connection works* and *relocation works*.
- (e) If the *connection applicant* or another person has also lodged a *connection application* for a *new connection* of the *premises* in relation to the *import* of electricity and:
 - (1) *Ausgrid* has made a *connection offer* in relation to that *new connection*; and
 - (2) *Ausgrid's* offer has been accepted,
 a separate *connection contract* is formed in relation to that *new connection*. That contract and this *connection contract* are separate contracts with *Ausgrid* but will operate concurrently.
- (f) If the *connection applicant* or another person has lodged another *connection application* for a *connection alteration* in respect of the *premises* and:
 - (1) the *connection alteration* is to increase to the current *import capacity* of the existing *connection*;
 - (2) *Ausgrid* has made a *connection offer* of standard *connection services* in relation to that *connection alteration*; and
 - (3) *Ausgrid's* offer has been accepted,
 a separate *connection contract* is formed in relation to that *connection alteration*. That contract and this *connection contract* are separate contracts with *Ausgrid* but will operate concurrently.

1.4 Commencement date and term

- (a) The *connection contract* commences on the date that you accept *Ausgrid's* negotiated *connection offer*.
- (b) The term of the *connection contract* is 1 year unless extended by agreement between the parties.

1.5 The connection applicant and the connection customer

- (a) This contract is between *Ausgrid* and the *connection customer*, (also referred to in this contract as "you" where convenient).
- (b) If you have authorised another person to make the *connection application* and accept the *connection offer* on your behalf, that person (referred to in this contract as the *connection applicant*) has made the application and accepted the *connection offer* as your agent.

1.6 Ausgrid's Deemed Standard Connection Contract

- (a) On the same date as this contract commences, another contract, known as *Ausgrid's Deemed Standard Connection Contract*, is also formed. It is a standard form contract containing the model terms and conditions for connection contracts set out in Schedule 2 of the National Energy Retail Rules.
- (c) Some terms of this contract are continuing obligations which means that the *retail customer* for the *premises* must comply with these terms and conditions after the *connection* has been *electrified*. The obligation to comply with these terms and conditions is contained in clause 3.3 of *Ausgrid's Deemed Standard Connection Contract* and are additional terms of that contract.
- (d) *Ausgrid's Deemed Standard Connection Contract* is available on our website.

2 The connection

2.1 Description of connection

- (a) This *connection contract* governs the *connection services* involved in connecting or *disconnecting* the *embedded generating units* to the *distribution system*.
- (b) The *connection* is as described in the *connection details*.
- (c) The *connection customer* must ensure the *connection* complies in all respects with the *connection details* and the minimum requirements for the *connection*.
- (d) The minimum requirements for the *connection* are:
 - (1) the generating unit must be an *inverter energy system*;
 - (2) the combined maximum *export capacity* of the *embedded generating unit* at the *connection point* must not exceed the requirements under clause 2.2; and
 - (3) it must not be necessary to make any *connection alteration*, other than in relation to *service mains*, before the *connection* can be made and electrified.
- (e) If prior to the date of *connection* there is any change to the *connection* proposed in the *connection application* and as varied in the *connection offer* (if applicable) you may need to lodge a new *connection application*.
- (f) If this clause is breached or *Ausgrid*, acting reasonably, considers that it may be breached, *Ausgrid* may terminate the *connection contract* in accordance with clause 16 by notice in writing to the *connection applicant*.

2.2 Maximum capacity of connection

- (a) The maximum *export capacity* of the *connection* is as specified in the *connection details*. The maximum *export capacity* is determined by the total summated nameplate inverter rating proposed or existing at the *premises*.
- (b) The maximum *import capacity* of the *connection* is not governed by the terms and conditions of this *connection contract*. It will either be:
 - (1) specified in a separate offer if you have also applied for a *new connection* or a *connection alteration* in conjunction with the offer relating to this *connection contract*, or
 - (2) if you already have a *connection* to our *distribution system*, it would have been specified at the time your *connection* was established.

Common service connection

If the *connection customer* proposes to use, or already uses a *common service connection* they must, at the time the *connection application* is made, have no grounds for believing that the maximum *capacity* of the *common service connection* will be exceeded due to the *connection* of other *embedded generating units* or other premises to *the distribution system* through the *common service connection*.

Connection through a common service connection

- (a) Where the *connection* is not a *common service connection* but is connected to *the distribution system* through the *common service connection*, the *connection applicant* acknowledges that it has taken into account the maximum *capacity* of the *common service connection* in making its *connection application*.
- (b) *Ausgrid* can provide details of the maximum *capacity* of the *common service connection* on request otherwise the details can be obtained from the person responsible for the *common service connection*.
- (c) The *connection customer* warrants that, at the time the *connection application* is made, it has no grounds for believing that the rating of the *electrical installation* between the *common service connection* and the *connection customer's premises* will be exceeded.
- (d) If your *premises* are *connected to the distribution system* via a *common service connection*, that *common service connection* will have a different maximum *capacity* and as a result, you may be able to *export* more electricity than the maximum *export capacity* specified for the *connection*. Any increase in *capacity* provided by the *common service connection* does not represent an increase in the maximum *export capacity* of the *connection* and *Ausgrid* is under no obligation to provide you with any *capacity* beyond the maximum *export capacity* provided for in the *connection offer*.
- (e) This clause 2.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.3 Subsequent connection of embedded generating units

- (a) This clause applies to the *connection* of *embedded generating unit* that formed part of the initial *connection application*.
- (b) The *connection customer* must not *connect an embedded generating unit* after *electrification* without *Ausgrid's* consent.
- (c) If this clause is breached or *Ausgrid*, acting reasonably, considers that it may be breached, *Ausgrid* may terminate the *connection contract* in accordance with clause 15 by notice in writing to the *connection applicant*.
- (d) This clause is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.4 Connection point

The *connection point* forms part of the *connection details*.

2.5 Point of common coupling

The *point of common coupling* forms part of the *connection details*.

2.6 Premises connection assets to be installed by the ASP/2

The *premises connection assets* to be installed by the ASP/2 are new or altered *service mains* from the *point of common coupling* to the *connection point* (if required).

2.7 Cost of the premises connection assets

- (a) To avoid doubt, the *premises connection assets* relevant to this contract are new or altered *service mains*.
- (b) The cost of new or altered *premises connection assets* is the price charged to the *connection customer* by the ASP/2.
- (c) The cost of any minor variations from the standard specifications is as charged by the ASP/2.

3 Ausgrid's connection services

- (a) The *connection services* provided by Ausgrid in accordance with this contract do not include the physical work required to connect *embedded generating units* to the *electrical installation* at the *premises* or to connect the *electrical installation* to the *distribution system*. Those works are delivered as *contestable services* by private contractors.
- (b) The *connection services* in relation to this contract are as follows:
 - (1) *ancillary services* relating to the assessment and administrative tasks associated with processing the *connection application* including recording the details of the *connection* in Ausgrid's databases and issuing a job number;
 - (2) conducting any inspection as permitted by *energy laws* including carrying out a site inspection (if necessary);
 - (3) analysing the effect of the proposed *connection* on the *distribution network*;
 - (4) approving the design of the *connection* and the protection and control scheme for the *embedded generating units* and associated relay settings (see clause 10.6);
 - (5) witnessing the testing of protection equipment; and
 - (6) *ancillary services* relating to inspecting the *connection* between the *embedded generating units* and the *electrical installation* at the *premises* and other inspections permitted by the *energy laws*;
 - (7) *ancillary services* relating to re-inspecting the *connection* between the *embedded generating units* and the *electrical installation* at the *premises*;
 - (8) modifying the details of the *connection* in Ausgrid's databases;
 - (9) receiving and processing the Certificate of Compliance for Electrical Work (in relation to the *electrical installation*) and Notification of Service Work (in relation to the installation or alteration of *service mains*);
 - (10) receiving and processing other formwork from your *electrical professional* as required under the *energy laws*.
- (c) Ausgrid must carry out these services in accordance with the timeframes specified in clause 5.
- (d) If requested, Ausgrid will provide information about the *connection* to the *connection customer* or any existing or incoming *retail customer* at the *premises*.

4 Contestable services

The *contestable services* required to *connect* the *embedded generating units* are (if required) the installation or alteration of the *premises connection assets*.

In New South Wales, the installation or alteration of *premises connection assets* is a *contestable service* that must be performed by an *ASP/2* who holds current *Ausgrid* authorisation.

5 Time frames for Ausgrid's connection services

5.1 Connection services

- (a) Subject to paragraphs (b) and (c), *Ausgrid* will perform the *connection services* referred to in clauses 3(b)(1) – (7) prior to *electrification*.
- (b) *Ausgrid* will not issue Permission to Connect (PTC) until the *connection applicant* fulfils its obligations under clause 10.6.
- (c) *Ausgrid* will carry out a re-inspection of the *connection* in the case of defective work (as referred to in clause 3(b)(7)) following *electrification* if, in *Ausgrid's* opinion, the defects are only minor in nature.
- (d) *Ausgrid* will approve the protection and control scheme for the *embedded generating unit* and associated relay setting within 24 *business days* of the scheme being submitted to *Ausgrid* for approval. The relevant design will need to conform to *Ausgrid's* Network Standard 194A and be completed by an *ASP/3*. If not approved, *Ausgrid* will advise the *connection customer* of any defects within the same timeframe and approve or advise of any defect of any resubmitted scheme within 14 *business days*, except that if in the reasonable opinion of *Ausgrid* a resubmitted scheme is substantially different from the previous submission then a 24 *business day* timeframe will apply instead of 14 *business days*.
- (e) *Ausgrid* will undertake witness testing of protection and control equipment within 15 *business days* of a request for testing being made, and subject to a test plan being provided no later than 5 *business days* before the day of the witness testing.
- (f) The timing of *Ausgrid's connection services* referred to in clauses 3(b)(9) - (10) is determined by:
 - (1) the timing of the work performed by your relevant *electrical professional*; and
 - (2) the timing of any *augmentation* works required in order for the *embedded generating unit* to be *connected*.
- (g) *Ausgrid* will perform the *connection services* referred to in clauses 3(b)(8) - (10) as soon as practicable after the relevant works are completed.

5.2 Timing of electrification

- (a) A *connection* under this contract is *electrified* by an *ASP/2*. To avoid doubt, *new connections* and *connection alterations* to increase the maximum *import capacity* of the existing *connection* are *connected* in accordance with a separate connection contract.
- (b) *Electrification* occurs after all of the applicable requirements under this *connection contract* have been satisfied, including:
 - (1) the licensed electrical contractor has installed the *embedded generating units*;
 - (2) the *ASP/2* has completed any necessary *contestable services*;

- (3) where necessary, your *retailer* or the *metering coordinator* you have directly appointed, has arranged for the installation of a *metering installation* in accordance with the *energy laws*; and
- (4) inspections of the *embedded generating unit* have been carried out by *Ausgrid* to ensure compliance with relevant *energy laws*.
- (c) The *connection customer* must ensure that any defect found in the *premises connection assets* or other electrical equipment must be rectified and re-inspected. Major defects may require the defective portion of the *premises* to be *disconnected* but minor defects generally do not.
- (d) The *connection customer* must ensure that *Ausgrid* is notified when the rectification work has been completed and is ready for reinspection.
- (e) *Ausgrid* will use reasonable endeavours to schedule a re- inspection as soon as possible and at a mutually convenient time. Your appropriate *electrical professional* will need to be present for reinspection associated with the *embedded generating units*.

6 Ausgrid's connection fees and charges

6.1 Ausgrid's connection charges

Ausgrid's charges for *connection services* provided under this contract (known as connection charges) comprise of:

- (1) fees for *alternative control services* referred to in clause 6.2 and 6.4 below; and
- (2) the *site inspection fee* referred to in clause 6.3 below.

Ausgrid's current *connection charges* for its *connection services* (other than *network charges*) are set out in the Fee Schedule at Appendix A and are consistent with *Ausgrid's connection policy*. A copy of the *Ausgrid's connection policy* is available on its website at [https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf](https://www.ausgrid.com.au/~/media/Files/Connections/ConnectionCharges.pdf).

6.2 Alternative control services

Ancillary services are classified as *alternative control services* by the regulator. All *ancillary services* provided under this contract (provided for under clause 3) are payable as *connection charges*.

6.3 Site inspection fee

- (a) If *Ausgrid* reasonably needs to make a site inspection in order to determine the nature of the *connection service* you are seeking, it is entitled to charge a *site inspection fee* to cover its reasonable expenses.
- (b) *Ausgrid's site inspection fee* is specified in the Fee Schedule at Appendix A.
- (d) *Ausgrid* will invoice the *connection customer* for the *site inspection fee* and the *connection customer* must pay the fee (which is recoverable as a debt) regardless of whether the *connection* is made.
- (e) The *site inspection fee* (if any) payable under this contract is set out in the *connection offer*.
- (f) You may ascertain whether a *site inspection fee* will be payable and an estimate of what *Ausgrid's* possible charge may be by making an enquiry to *Ausgrid* before lodging the *connection application*.

6.4 Specific fees for connection services

If specified in Appendix A, *Ausgrid* will charge you a reasonable fee to cover the expenses it directly and reasonably incurs as part of the negotiation process in assessing your *connection application*

and making a *connection offer* (a negotiation fee). Further details on this fee are set out in Appendix A.

6.5 Billing arrangements

- (a) *Connection charges* are generally billed as *network charges* through the *customer's retailer*, except for:
 - (1) *ancillary service fees*;
 - (2) the *site inspection fee* referred to in clause 6.3 above; and
 - (3) the fees referred to in clause 6.4.
- (b) *Ancillary service fees* are charged at rates set by the *regulator* for each financial year. The *connection customer* is responsible for paying *ancillary service fees* but *Ausgrid* bills them to your *electrical professionals* for the sake of convenience.
- (c) Your obligation to pay *ancillary service fees* may be discharged by your *electrical professional* on your behalf (depending on the terms of the applicable contract for *contestable services*) but if your *electrical professional* fails to pay these fees, *Ausgrid* will bill them to you.
- (d) If *Ausgrid* invoices you for *connection charges*, you are obliged to pay in accordance with the payment terms set out in the invoice.

7 Owners' consent required for installation of embedded generating units

7.1 Owners' consent required

- (a) *Ausgrid* has provided this *connection offer* and entered into this *connection contract* on the basis that where the *connection customer* is required to obtain the consent of the owner or owners (as the case may be) of the *premises* for the installation of the *embedded generating units* and the *connection* of the units to the *distribution network*, the *connection customer* has obtained that consent.
- (b) The *connection customer* acknowledges that if it requires the owners' consent but has not obtained that consent, the owner or owners may require the *connection customer* to remove and/or *disconnect* the *embedded generating units*. The removal of the units and any related equipment will be at the *connection customer's* cost.

7.2 Ausgrid may request evidence of owners' consent

Ausgrid may request the *connection customer* to provide *Ausgrid* with written evidence of the owner or owners' consent within a specified period of time which must be no less than 10 *business days*. If *Ausgrid* makes such a request, the *connection customer* must provide that written evidence to *Ausgrid* within the specified time.

7.3 Ausgrid may terminate if owners' consent is not obtained

- (a) If the *connection customer* cannot verify to *Ausgrid's* reasonable satisfaction that the owner or owners' consent to the installation of the *embedded generating units* has been obtained, *Ausgrid* may with 10 *business days'* notice terminate the *connection contract*.
- (b) This clause 7 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3.

8 The premises connection assets

8.1 Responsibility for installing premises connection assets

You are responsible for engaging an *ASP/2* holding current *Ausgrid* authorisation to install the *premises connection assets*.

8.2 Cross-property service mains

- (a) This clause 8.2 is a pre-condition to *electrification* of the *connection*.
- (b) If there is no frontage from the *premises* to a public road or public reserve and in order to *connect* the *premises* to *the distribution system* it is necessary to erect *service mains* on *other land*, *Ausgrid* will not permit the *connection* unless:
 - (1) *Ausgrid* has given explicit consent in writing to the location of the *service mains*; and
 - (2) the registered proprietor of the *other land* has signed and delivered to *Ausgrid* a deed of agreement to grant an easement in favour of *the Network Owner* for the *service mains*, in accordance with *Ausgrid's* standard form of agreement available on our website.
- (c) As soon as is reasonably practicable after the *service mains* are installed on the *other land*, you must obtain from the owner of the *other land* a transfer granting easement in favour of *the Network Owner* in registrable form for the easement referred to in clause 8.2(b)(2) and deliver it to *Ausgrid*, together with a survey of the easement prepared by a registered surveyor and suitable for lodgement at *LPI* together with the transfer granting easement.
- (d) If *electrification* occurs before the requirements of this clause have been satisfied, *the Network Owner* will not accept ownership of the *service mains*.
- (e) You acknowledge and agree that if the *connection* is *electrified* before the requirements of this clause have been satisfied, *Ausgrid* may:
 - (1) terminate the contract in accordance with clause 15; and
 - (2) *disconnect* the *premises*.
- (f) You also acknowledge that if paragraph (b)(2) has not been satisfied, the owner of the *other land* may require you to remove the *service mains*.

8.3 Consumers mains on other land

- (a) This clause 8.3 is a pre-condition to *electrification* of the *connection*.
- (b) If there is no frontage from the *premises* to a public road or public reserve and in order to *connect* the *premises* to *the distribution system* it is necessary to erect *consumers mains* on *other land*, *Ausgrid* will not permit the *connection* until:
 - (1) an easement over the *other land* in favour of the *premises*; and
 - (2) if the *consumers mains* are owned jointly by more than one person, a positive covenant made under the provisions of section 88B of the Conveyancing Act 1919 (NSW) over the *other land* in favour of that easement have been registered by *LPI*.
- (c) If *electrification* occurs before the requirements of this clause have been satisfied, *the Network Owner* will not accept ownership of the *premises connection assets* at the *connection point*.

- (d) You acknowledge and agree that if the *connection is electrified* before the requirements of this clause have been satisfied, *Ausgrid* may terminate the contract.
- (e) You also acknowledge that if paragraph (b) has not been satisfied, the owner of the *other land* may require you to remove the *consumers mains*.

8.4 Acquisition of premises connection assets on connection

- (a) Subject to clause 8.2 or 8.3 (as applicable) ownership of the *premises connection assets* installed by your *ASP/2* is transferred to *the Network Owner* when those assets are *electrified*.
- (b) You must do everything reasonably practicable to ensure that *the Network Owner* will acquire those assets without challenge to its rights of ownership and you will do all things reasonably open to you and necessary to ensure the *Network Owner's* ownership is not open to challenge.
- (c) In the event of any challenge to *the Network Owner's* ownership of the *premises connection assets*, you will, at no cost to *Ausgrid*, do everything *Ausgrid* reasonably requests to assist *the Network Owner* in asserting its title to the assets, including obtaining the assistance of your *ASP/2*.
- (d) Where *the Network Owner* already owns and controls the relevant *premises connection assets*, *Ausgrid* must authorise the *connection customer* to access and use those assets as reasonably required by the *connection customer* in relation to the *connection services* and on request.

9 Metering

9.1 Metering must be installed at the premises

The *connection customer* must ensure that before the *connection is electrified*, a *metering installation* or *metering installations* (as required) to measure electricity flow at the *premises* have been installed.

10 Safety and technical requirements

10.1 The electrical installation at the premises

The *connection customer* must ensure that the *electrical wiring work* carried out to connect the *embedded generating units* and the *electrical installation* is performed by an appropriate *electrical professional* and that the *embedded generating units* and the *electrical installation* comply with the technical and safety requirements stipulated in this clause 10.

10.2 The metering installation at the premises

The *connection customer* must ensure that metering arrangements, including the type, provision and installation of the *metering installation*, comply with the *Service and Installation Rules*, the *rules* and all other *energy laws*.

10.3 Compliance with rules and standards

The *connection customer* must ensure that the *embedded generating units*, the *electrical installation* and the *premises connection assets* comply, and are installed, in accordance with (as relevant):

- (a) the requirements of the *Service and Installation Rules* of New South Wales;
- (b) the *rules*, the market operations rules and any applicable metrology procedures made under the *rules* or the market operations rules;

- (c) any requirements or standards specified by *Ausgrid* from time to time to ensure compliance with the *rules*;
- (d) *Ausgrid's* Network Standards applicable to the *connection* and *embedded generating units*, including NS 194A;
- (e) relevant Australian Standards (including AS3000: Electrical Installations);
- (f) *Ausgrid's* Network and Electrical Standards and Policies and *Ausgrid's* Electrical Safety Rules;
- (h) any reasonable requirement imposed by *Ausgrid* before or after the *embedded generating units* are *electrified* if *Ausgrid* becomes aware of any defect or other matter or thing that in its reasonable opinion may:
 - (1) cause the *embedded generating units* or the *electrical installation* to be unsafe;
 - (2) cause the *embedded generating units* or the *electrical installation* or the *premises connection assets* not to comply with the conditions of this contract; or
 - (3) cause damage or interference to *the distribution system* or another customer's *electrical installation* or equipment; and
 - (4) if applicable, the limits and standards stipulated in the *Power Quality Emissions Report* annexed to this contract

10.4 Fitness for safe operation

The *connection customer* must ensure that the *embedded generating units*, *electrical installation* and the *premises connection assets* must be fit for purpose in the following ways:

- (a) safe operation in accordance with the Electricity (Consumer Safety) Act 2004 (NSW) and the Electricity (Consumer Safety) Regulation 2006 (NSW);
- (b) the *electrical installation* and the *premises connection assets* are installed and maintained in accordance with *good industry practice*;
- (c) comply with customers' responsibilities identified in *Ausgrid's* Customer Installation Safety Plan and Bush Fire Risk Management Plan, both of which are published in accordance with the Electricity Supply (Safety and Network Management) Regulation 2008 (NSW);
- (d) satisfy the requirement that all live parts remain properly insulated and protected against inadvertent contact with any person; and
- (e) neither the *embedded generating unit* nor any part of the *electrical installation* or *premises connection assets* can be used in a manner that exceeds the operating limits imposed by the design or the *installation rules*.

10.5 Connection customer must accommodate and protect equipment

The *connection customer* must accommodate on the *premises* any *premises connection asset* that needs to be located there and protect such equipment from harm.

10.6 Approval of design of protection & control scheme and relay settings prior to commencing installation of embedded generating unit(s)

- (a) You must obtain *Ausgrid's* approval for the design of:
 - (1) the *connection* of the *embedded generating unit(s)*; and

- (2) the protection (including the relay settings) and control scheme relating to the *connection*.
- (b) The design must comply with the rules and standards specified in this clause 10.
- (c) The design and protection and control scheme must incorporate all *embedded generating units* proposed to be *connected* and any that are already connected to *the distribution system* via the *common connection point* whether or not the *connection customer* is the owner of all of the *embedded generating units*.
- (d) *Ausgrid* will not approve the *electrification* of the *connection* unless the *connection customer* has obtained *Ausgrid's* approval in accordance with paragraph (a) and the *connection* is in accordance with the *certified design*.
- (e) This clause 10 is an additional term of *Ausgrid's* deemed standard connection contract in accordance with clause 3.3 of that contract.

11 Continuing conditions of connection

- (a) A *connection customer* at the *premises* must notify *Ausgrid* if:
 - (1) any alteration or upgrade is made to an *embedded generating unit* that is *connected* at the *premises*;
 - (2) an additional *embedded generating unit* is *connected* at the *premises* after initial *electrification*, even if the *connection* of the additional *embedded generating unit* formed part of the initial *connection application*; or
 - (3) any *embedded generating unit* is *disconnected* from the *electrical installation* at the *premises*.
- (b) This clause 11 is an additional term of *Ausgrid's* deemed standard connection contract in accordance with clause 3.3 of that contract.

12 Ausgrid access to premises

- (a) For the purposes of this clause, premises controller means the occupier of the *premises*, or if the *premises* are unoccupied, the person who has control of the *premises* whether under a construction contract or otherwise.
- (b) You must take reasonable steps to ensure that the premises controller permits authorised officers of *Ausgrid* to enter the *premises* at any reasonable time during daylight hours in order to conduct any necessary inspection or do anything relating to:
 - (1) any *connection service* provided or to be provided by *Ausgrid* under this contract;
 - (2) any breach or possible breach of *Ausgrid's* technical and safety requirements, the *energy laws* or this contract;
 - (3) any defect or possible defect in the *premises connection assets* or the *electrical installation*, or any other equipment required to be installed at the *premises* under this contract including any *metering installation*; or
 - (4) any matter concerning the safety of the *electrical installation*, the *premises connection assets* or the *connection*; and
 - (5) in an emergency, to enter the *premises* at any time of day or night.
- (c) Contractors and personnel involved in undertaking the activities of *Ausgrid* under this contract must show identification before carrying out work on a *connection customer's* *premises*. *Ausgrid* issues photo identification cards that indicate the nature of the employee's or contractor's authority.

Ausgrid is entitled to charge a fee for a follow up visit if you refuse to allow or prevent an Ausgrid authorised officer from entering the *premises* in order for them to exercise a statutory right. This is an *alternative control service* that is charged at a rate set by the *regulator* for each financial year. The current details are available on Ausgrid's website at: <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

13 Dispute resolution

- (a) If the *connection customer* is or will be a *small customer*, any complaint or dispute regarding Ausgrid's *connection offer* and/or this contract may be made to Ausgrid in accordance with our standard complaints and dispute resolution procedures (which are available on our web site at <http://www.ausgrid.com.au/Common/About-us/Contact-us/Customer-complaints.aspx>).

If Ausgrid has investigated your complaint or dispute and you are still not satisfied with the investigation results, you can refer your dispute to the New South Wales Energy and Water Ombudsman. EWON may be contacted on free call 1800 246 545 or www.ewon.com.au.

- (b) If a dispute arises between a *connection customer* and Ausgrid concerning:
- (1) the terms and conditions on which the *connection services* that are the subject of this contract are to be provided; or
 - (2) any *connection charge* imposed by Ausgrid,
- that dispute is an access dispute for the purposes of section 2A of the National Electricity Law and the *connection customer* is entitled to seek to have the matter resolved by the *regulator*.

14 Network devices

Ausgrid may, at its own discretion, install or arrange for a third party to install a *network device* or *network devices* at the premises, in accordance with the *rules*.

Ausgrid may use the *network device* in any manner permitted under the *energy laws*.

Where Ausgrid installs a *network device* pursuant to this clause 14, it will do so at its own cost.

15 Termination

15.1 Right to terminate

- (a) Ausgrid may terminate this *connection contract* prior to the expiry of the term of the contract (as specified in clause 1.4) if:
- (1) in Ausgrid's reasonable opinion, the *connection customer* does not comply with the requirements under this contract in relation to the *connection*;
 - (2) the services being sought (or being received) by the *connection customer* are not consistent with this *connection contract* and in particular, the *connection* requirements contained in clause 2.1;
 - (3) Ausgrid and the *connection customer* enter into another *connection contract* for the same *connection services* or for *connection services* relating to the *export* of electricity;

- (4) the *connection customer* has not established the *connection* the subject of the *connection application* within 12 months of the date the contract commences; and
 - (5) a clause of this contract entitles *Ausgrid* to terminate the contract.
- (b) If the *connection customer* establishes and maintains a *connection* which is in breach of this contract, *Ausgrid* may *disconnect* the *premises*.
 - (c) The *connection customer* may terminate this contract by giving *Ausgrid* 10 *business days'* written notice.
 - (d) This clause 15 is an additional term of *Ausgrid's* deemed standard connection contract in accordance with clause 3.3 of that contract.

15.2 Effect of termination

Termination of this contract does not affect the accrued rights or liabilities of either party under this contract.

16 Miscellaneous

16.1 Electrical professionals

The *connection customer* must take reasonable steps to ensure that any *electrical professional* who is not party to the *connection contract* complies with *Ausgrid's* requirements relating to the *electrical installation* and the *premises connection assets* and any other equipment required to be installed at the premises under this contract, including any *metering installation*.

16.2 Amendment

- (a) The contract may be amended by agreement in writing signed by both parties.
- (b) If there is a change to the regulatory requirements which apply to the *connection services* provided under this *connection contract*, *Ausgrid* may propose amendments to the contract for consideration and negotiation with the *connection customer*.

16.3 Oral explanation

No oral explanation provided by one party to the other or to any person whom a party represents will:

- (a) affect the meaning or interpretation of this *connection contract*; or
- (b) constitute any collateral agreement, warranty or understanding between the parties or with any other person.

16.4 Rules prevail

To the extent of any inconsistency between the terms of this contract and the requirements of the *energy laws*, the *energy laws* prevail, subject to clause 18.1.

17 Interpretation and governing law

17.1 Interpretation

Headings are for convenience only and do not affect interpretation.

Unless stated to the contrary:

- (a) words used in the singular include the plural and vice versa;
- (b) any gender includes the other genders;

- (c) one part of speech in a defined term imports all parts of speech;
- (d) a reference to a person includes a natural person, a firm, unincorporated association, corporation, government or statutory body or authority and the person's legal personal representatives, successors and assigns;
- (e) a reference to legislation, a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) "clause" refers to a clause in this contract;
- (h) "contract" refers to this contract;
- (i) "we" and "our" refer to *Ausgrid*;
- (j) "you" refers to the *connection customer*, and
- (k) "including" always implies an inclusion without limitation.

17.2 Governing Law and Jurisdiction

This contract is governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with the contract.

18 Dictionary

18.1 Statutory definitions apply

- (a) Terms used in the *connection offer* and the *connection contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of the defined term *energy laws*, which has the extended meaning given in clause 18.2
- (b) For ease of reference, *Ausgrid* offers the definitions set out in clause 19.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in sub-clause 18.1(a).

18.2 Definitions

Subject to clause 18.1 the following words have the following meanings:

accreditation scheme means the *Scheme for the Accreditation of Service Providers to Undertake Contestable Services* made in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW) administered by the NSW Department of Industry, Resources and Energy.

accredited service provider means a person accredited under the *accreditation scheme* to provide *contestable* services.

AEMO means the Australian Energy Market Operator.

alternative control services means customer specific or customer requested services for which the full cost of the service is attributed to that particular customer and means those services classified by the *regulator* as alternative control services.

ancillary services means services determined by the *regulator* to be ancillary services and in the context of this contract are provided by *Ausgrid* to an *accredited service provider* retained by or on behalf of a *connection customer*. The charges for *ancillary services* are *ancillary service fees*.

ancillary service fees means the fee based on rates that the *regulator* permits *Ausgrid* to charge for *ancillary services* and for the purpose of this contract, the fees payable under clause 6.

AS/NZS 4777 means Australian/New Zealand Standard 4777 (Grid connection of energy systems via inverters)

ASP/1 means a person accredited as a level 1 *accredited service provider* in accordance with the *accreditation scheme* to construct *distribution network* assets. To avoid doubt, *ASP/1* services are not required in this contract.

ASP/2 means, depending on the context,

- (a) a person accredited as a level 2 *accredited service provider* in accordance with the *accreditation scheme* to construct *premises connection assets*; or
- (b) the person so accredited retained by the *connection customer* or any agent of the *connection customer* to construct the *premises connection assets*.

ASP/3 means a person accredited as a level 3 *accredited service provider* in accordance with the *accreditation scheme* to design *distribution network* assets. To avoid doubt, *ASP/3* services are not required under this contract, however an electrical design of an embedded generating unit may be required to be carried out by an *ASP/3* under a separate contract.

augmentation of a *distribution system* means work to enlarge that system or to increase its *capacity* to distribute electricity.

Ausgrid means the Ausgrid Operator Partnership (ABN 78 508 211 731), trading as Ausgrid, a partnership carried on under that name by:

- (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
- (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;
- (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;
- (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and
- (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4;

being the operator of the *distribution system*.

authorisation means the consent *Ausgrid* gives to an *accredited service provider* to work on or near its *distribution system*.

basic connection means a *connection* between the *premises* of a *connection customer* and the *distribution system* that involves minimal or no *augmentation* of the *distribution network* and for which *Ausgrid* has a model standing offer for providing a *basic connection service*.

basic connection service means a service related to a *basic connection* or proposed *basic connection*.

business day means any week day other than any public holiday in New South Wales and 27, 28, 29, 30 and 31 December.

capacity means the measure of the electricity (usually expressed in amperes) that can be received from and/or *exported* into the *distribution system*.

commencement date is determined in accordance with clause 1.4.

common service connection means a connection to the *distribution system* through which other premises of retail customers located at the same location connect to the *distribution system*.

connection means a physical link between a *distribution system* and a *connection customer's premises* to allow the flow of electricity and means, in this contract, the *connection* described in the *connection offer*. To avoid doubt, *connection* does not include *relocation works* and *connection works* do not include *relocation works*. **Connect** has a corresponding meaning.

connection alteration means an alteration to an existing *connection*, including an addition, upgrade, *extension*, expansion, *augmentation* or any other kind of alteration.

connection applicant means the person who lodged the *connection application*, who is either a *retail customer* or a *real estate developer*, or a person making a *connection application* on behalf of a *retail customer* or *real estate developer*.

connection application means an application for a *new connection* or *connection alteration* and in the context of this contract means the completed *connection application* referred to in the *connection offer* and includes all documents forming attached to, or provided with, the application.

connection charge means a charge imposed by a *distribution network service provider* such as Ausgrid for a *connection service*. Ausgrid's only *connection charges* are those described in clause 6.

connection contract means a contract formed by the making and acceptance of a *connection offer*. To avoid doubt, except where Ausgrid's **Deemed Standard Connection Contract** is expressly referred to in this document, *connection contract* refers to a contract under Chapter 5A of the *rules*.

connection customer means the *retail customer* or *real estate developer* (as the case may be) whose details are set out in the *connection application*.

connection details are the proposed embedded generation details and the connection details set out in the *connection application*, as modified by Ausgrid in the *connection offer*.

connection link means a fixture that forms the physical junction through which electricity is transmitted across a break in electrical conductors. The *connection link* forms part of the *electrical installation* provided and maintained by the *connection customer*.

connection offer means this offer by Ausgrid to enter into a *connection contract* on the terms of this contract and the *connection application*.

connection offer summary means the explanation of the connection offer set out at the beginning of this document and forming part of this contract.

connection point means the junction of the distribution system with the electrical installation at the premises. For the purposes of this contract, the connection point specified in clause 2.4.

connection policy means a document approved as a *connection policy* by the *regulator* under Chapter 6, Part E of the *rules*, setting out the circumstances in which *connection charges* are payable and the basis for determining the amount of such charges. Ausgrid's *connection policy* is available on our website at:

http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf

connection services means the services provided by Ausgrid under this contract as specified in clause 3. For the avoidance of doubt, *connection services* do not include *contestable services* or services involving the provision, installation or maintenance of a *metering installation*.

consumers mains are mains leading from the *connection point* to the main switchboard on the *premises*. They are part of the *electrical installation* and are owned by the *premises* owner.

contestable refers to services that may be provided by more than one supplier as a contestable service or on a competitive basis and in New South Wales must be provided in accordance with the *accreditation scheme*.

contestable service means the work done at or near the *premises* (at the *connection customer's* cost) by an ASP/2 to establish the *connection*.

disconnect includes (without limitation) discontinuing the supply of electricity to a *customer's premises* by any means including operating a switch, removing meters or dismantling equipment between the *premises* and the *distribution system*.

distribution network means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to customer's *premises* (excluding *premises connection assets*), and for the purpose of this contract means the *distribution network* that is owned by the

Network Owner, leased to the *Network Lessee*, and operated and maintained by *Ausgrid* under a sub-lease.

distribution network service provider means an owner, controller or operator of a *distribution network*, and in this contract means *Ausgrid* as the person who is registered under the *rules* as the distribution network service provider.

distribution system means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to customer's *premises* and includes any *premises connection assets*, and for the purpose of this contract means the distribution system that is owned by the *Network Owner*, leased to the *Network Lessee*, and operated and maintained by *Ausgrid* under a sub-lease.

electrical installation has the meaning it is given in the Electricity (Consumer Safety) Act 2004 (NSW) and means the electrical wiring and associated equipment that are used to convey and control the conveyance of electricity within *premises* to which electricity is supplied from a *distribution system*, but does not include the *premises connection assets* or *metering installation* or anything connected to and extending or situated beyond an electrical outlet socket.

electrical professional means a licensed electrical contractor, an *ASP* or an *accredited service provider*.

electrical wiring work means the physical work of installing, repairing, altering, removing or adding to an *electrical installation* or the supervising of that work.

electrify means the application of electrical current to the *premises connection assets* and the *electrical installation* and **electrification** has a corresponding meaning.

embedded generator means a person that owns, controls or operates an *embedded generating unit*.

embedded generating unit means a unit that generates electricity at a *customer's premises* and is connected to *the distribution system* and meets the definition of an inverter energy system as defined in AS/NZ 4777 (Grid connection of energy systems via inverters).

energy laws includes (as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules*, any rules, regulations and instruments made under the National Energy Retail Law or the National Electricity Law, the Electricity Supply Act 1995 (NSW) and Electricity (Consumer Safety) Act 2004 (NSW), all rules, regulations, instruments and plans made under or to comply with those Acts, *Ausgrid's* Network Standards (including NS194A) , *Ausgrid's* Electrical Safety Rules, the Service and Installation Rules of New South Wales, AS/NZS 3000 Wiring Rules and AS/NZS 4777 Grid connection to energy systems via inverters.

EWON means the *Energy and Water Industry Ombudsman*.

export means, in relation to electricity, the electricity generated by the *embedded generating unit* and delivered to *the distribution system* from the *premises*.

export capacity means the measure of the electricity (expressed in amperes) that can be delivered from the *electrical installation* to the *distribution system* through the *connection point*.

extension is an *augmentation* that requires the provision of a power line (including a *service main*) outside the present boundaries of *the distribution network* operated and maintained by *Ausgrid*.

good industry practice means the standard adopted by a reasonable and prudent person in the circumstances (and may include good electricity industry practice as defined in the *rules*, if applicable in the particular circumstances).

import means, in relation to electricity, the delivery of electricity from *the distribution system* to the premises.

import capacity means the measure of the electricity (expressed in amperes) that can be received from the *distribution system* by an *electrical installation* through the *connection point*.

installation rules means the Service and Installation Rules of New South Wales as amended from time to time.

instrument means a transfer granting easement or a section 88B instrument, whichever is approved by *Ausgrid*.

inverter means a device that uses semiconductor devices to transfer power between dc source or load and an ac source or load.

inverter energy system or **IES** means a system comprising one or more *inverters* together with one or more energy sources, controls and one or more grid protection devices (which is a device complying with the relevant requirements of *AS/NZS4777*).

LPI means Land and Property Information.

metering coordinator means a person who is registered by *AEMO* as a metering coordinator under Chapter 2 of the *rules*.

metering installation means the assembly of components that are controlled for the purpose of metrology and which are located at or near the point of physical connection of the device measuring the current in the power conductor where the energy data is made available for collection.

National Metering Identifier or **NMI** means the National Metering Identifier issued at (or in relation to) a metering installation and registered with *AEMO* in accordance with the *energy laws*.

network charges means the charges that *Ausgrid* is entitled to charge a customer under the *rules* and which are billed directly to the *retailer*.

network device means the apparatus or equipment located at or adjacent to a *metering installation* at the *connection point* which enables *Ausgrid* to monitor, operate or control its *distribution network* for the purpose of providing network services, any may include switching devices, measurement equipment and control equipment.

Network Lessee means Ausgrid Asset Partnership (ABN 48 622 604 040), a partnership carried on under that name by:

- (a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;
- (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Asset Trust 1;
- (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Asset Trust 2;
- (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Asset Trust 3; and
- (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Asset Trust 4;

and its successors and assigns, which leases the assets which form part of the *distribution system* from the *Network Owner* and which are in turn operated and maintained by *Ausgrid* under a sub-lease arrangement.

Network Owner means Alpha Distribution Ministerial Holding Corporation and its successors and assigns, that owns the assets which form part of the *distribution system* which are leased to the *Network Lessee* and are in turn operated and maintained by *Ausgrid* under a sub-lease arrangement.

new connection means a *connection* established or to be established, in accordance with applicable *energy laws*, where there is no existing *connection*.

other land means private land other than the *premises*.

point of common coupling means the point at which *service mains* are connected to the *distribution network* and for the purposes of this contract is the point specified in the *connection application* and if applicable, as amended by *Ausgrid* in the *connection offer*.

point of supply means the *connection point*.

premises includes any building or part of a building, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters and for the purposes of this document, means the *premises* referred to in the *connection application*.

premises connection assets means the components of the *distribution system* through which Ausgrid provides electricity to individual *premises*. The components of the *electrical installation* at the *premises* are not *premises connection assets*.

real estate developer means a person engaged in the commercial development of land and for the purposes of this contract means the *real estate developer* (if any) named in the *connection application*.

regulator means the Australian Energy Regulator established by section 44AE of the Competition and Consumer Act 2010 (Cth).

relocation means moving existing assets in the *distribution system* from one place to another (including undergrounding existing overhead assets) and includes installing new items in place of existing ones; and **relocation works** bears an equivalent meaning.

retail contract means a contract between a *retail customer* and a *retailer* for the sale of electricity to the *premises*.

retail customer means a person who purchases electricity from a *retailer* and includes a non-registered *embedded generator* and a micro embedded generator.

retailer means a person who is the holder of a retailer authorisation issued under the National Energy Retail Law in respect of the sale of electricity.

rules means the National Electricity Rules established (and as amended from time to time) under the National Electricity Law.

service mains means overhead conductors or underground cables used to connect the *distribution network* and the *connection point* at the *premises*. *Service mains* are installed by an ASP/2 at the *connection customer's* cost but after *electrification* they are owned by the *Network Owner* but leased to the *Network Lessee* and operated and maintained by Ausgrid under a sub-lease arrangement.

shared consumers mains are *consumers mains* owned jointly by more than one customer.

site establishment fee is described in Appendix A.

site inspection fee is the fee allowable under rule 5A.D.4 and further described in clause 6.3.

small customer means a residential customer or a business customer who consumes electricity below the upper consumption threshold (currently 100MWh per annum).

standard connection service means *connection services* provided by Ausgrid which facilitate and supplement the construction and installation of *premises connection assets*, *extensions* and other *distribution system assets* by *accredited service providers*.

Appendix A – Fee schedule – connection charges



FEE SCHEDULE – CONNECTION CHARGES

The fees below are consistent with *Ausgrid's connection policy*.

SITE INSPECTION FEE:

\$ [to be inserted by Ausgrid]

AUSGRID ANCILIARY SERVICE FEES:

(a) Site establishment \$ [to be inserted by Ausgrid] per NOSW (or CCEW) form

Ausgrid charges a *site establishment fee* for checking and updating network load data.

Ausgrid will bill this fee to the *ASP/2* when they submit their Notification of Service Work (NOSW) form or if an *ASP/2* is not involved with the work, to the installing electrical contractor when they submit their CCEW form.

(b) Inspection of service work

A Grade ASP \$ [to be inserted by Ausgrid] per NOSW form

B Grade ASP \$ [to be inserted by Ausgrid] per NOSW form

C Grade ASP \$ [to be inserted by Ausgrid] per NOSW form

Ausgrid will bill this fee to the *ASP/2* when they submit their Notification of Service Work (NOSW) form.

(c) Re-inspection \$ [to be inserted by Ausgrid] per re-inspection

Where an inspection determines that electrical work is defective, *Ausgrid* re-inspects the work after it has been rectified.

Ausgrid will bill this fee to the *ASP/2* who performed the *contestable services* or to the licensed electrical contractor who installed the *electrical installation* (whichever is applicable), prior to carrying out the re-inspection.

(d) Inspections outside normal Ausgrid business hours \$ [to be inserted by Ausgrid] per hour

Ausgrid's normal business hours are 7.30am to 4.00pm Monday to Friday (excluding public holidays).

Inspections of electrical work or defective work carried out outside these hours at the request of a *connection customer* will be charged to the person liable for the fee, after *Ausgrid* carries out the inspection.

OTHER CONNECTION SERVICE FEES:

Negotiation Fee: [Ausgrid to insert amount]

This fee covers expenses directly and reasonably incurred by *Ausgrid* in assessing your *connection application* and making this *connection offer*, in accordance with Rule 5A.C.4

Hourly rates are : \$ [to be inserted by Ausgrid] per hour