



Model Standing Offer Basic Connection Services – Connections over 100 Amps

Important notes:

1. To accept this *connection offer*, please return the enclosed Acceptance Form to *Ausgrid* within 45 *business days* of the date of the offer.
2. If you have applied for an *expedited connection* and *Ausgrid* agrees that the model standing offer you have nominated is appropriate, you do not have to return the enclosed Acceptance Form. Instead, *Ausgrid* sends a *contract notification letter* to confirm that a *connection contract* is already in place.

Connection Offer Summary

The Connection Offer Process¹

When Ausgrid receives a *connection application* and has assessed it, it makes a *connection offer*, which is an offer to provide *connection services* for the *premises* identified in the *connection application* on the terms set out in a model standing offer.²

Each of Ausgrid's model standing offers relate to a particular category of *connection services* and contain a contract that sets out the terms and conditions on which Ausgrid is willing to agree to provide *connection services* to *premises connected* to, or seeking to *connect* to the *distribution network*.

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 or, if an *expedited connection* is requested, on the date Ausgrid receives the *connection application*.

Connections to which this model standing offer applies

Where Ausgrid determines that this *100 Amps Connections Model Standing Offer* applies to the proposed or existing *connection*, it makes a *connection offer* in the form of this document.

This is the model standing offer we use when the *connection* applied for is low voltage, the *capacity* exceeds 100 Amps and it is not necessary to make any change to Ausgrid's *distribution network* before the *connection* can be made and *electrified*. *New connections* will generally require the *connection customer* to fund the installation of *service mains* between the *premises* and the *distribution network*. *Connection alterations* may require some alteration to the existing *service mains*. The *connection customer* must engage an accredited service provider Level 2 (ASP/2) to perform *contestable services* needed to establish the *connection* at the expense of the *connection customer*. Under Chapter 7 of the *rules*, your *retailer* or a *metering coordinator* you have directly appointed is responsible for arranging the installation of a *metering installation* required to establish the *connection* at the *premises*. Only certain large customers may directly appoint a *metering coordinator*.

Ausgrid may modify connection details proposed in the connection application or impose specific technical requirements

Ausgrid may require some modification to the *connection details* you have requested in order to manage the safe, secure and reliable operation of the *distribution system*. If it assesses that a different maximum *capacity* from the *capacity* you have applied for is appropriate for the *premises* as they are described in the *connection application*, Ausgrid will state in its *connection offer* or *contract notification letter* the maximum *capacity* to which it will agree. It may also require a different *connection point* and/or a different *point of common coupling* from those indicated in your *connection application*.

Please note that if you apply for an *expedited connection* and indicate in your *connection application* that an offer in the form of this model standing offer is acceptable, the contract that commences on the date of your *connection application* may be for a different maximum *capacity*, *connection point*, and/or *point of common coupling* to those stated in the *connection application*.

You may also be charged a *site inspection fee* if Ausgrid has inspected the *premises* in order to determine which of its model standing offers applies to your *connection*.

Some *connections* may require a contribution to a *pioneer scheme* if a previous customer has funded the assets to which you are *connecting*. Ausgrid may also require you to comply with specific technical requirements due to the nature of your *connection*. If you wish to know beforehand whether Ausgrid will modify any *connection details*, whether a *site inspection fee* or a *pioneer scheme* contribution will be levied and if so, what it will be, or whether you will be required to comply with specific technical requirements, you may make a preliminary enquiry before submitting the *connection application*. A fee applies in relation to making a preliminary enquiry. Details of fees are available on Ausgrid's website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

¹ Words in italics are defined in the Dictionary at clause 19.2 of the *connection contract* that forms part of this *connection offer*.

² Unless there is no applicable model standing offer, in which case a *connection offer* is negotiated.

Alternatively, you can choose not to request an *expedited connection* in which case any modifications to the *connection details* will be set out in the *connection offer* which you can review prior to acceptance.

A *retail contract* with a *retailer* must be in place, before Ausgrid will permit the connection to be *electrified*. Where necessary, you must ensure that a *retailer* or a *metering coordinator* arranges for a *metering installation* to be installed in accordance with the requirements of the *energy laws*.

Ausgrid's *connection offer* consists of the *connection contract* and we will also send you one of the following documents:

- the *connection offer* and acceptance, which you will receive if you have not requested an *expedited connection*. If you wish to proceed on the terms offered by Ausgrid, you must accept Ausgrid's *connection offer* within 45 *business days* of the date the offer was made;
- a *contract notification letter*, which Ausgrid sends if you have requested an *expedited connection* and Ausgrid is willing to provide the *basic connection services* based on the details set out in your *connection application*; or
- an alternative version of the *contract notification letter*, if you have requested an *expedited connection* and Ausgrid is willing to provide the *basic connection services* but Ausgrid has modified one or more of the *connection details* contained in your *connection application*.

Some conditions of contract continue after electrification

At the same time as the *connection contract* commences, another contract known as Ausgrid's Deemed Standard Connection Contract is also formed. That contract establishes the terms and conditions upon which Ausgrid will provide services, including the ongoing supply of energy to the premises, once the *connection* is established and *electrified*.

Some terms of this contract continue to apply following *electrification* of the *connection* and become additional terms of the Deemed Standard Connection Contract. These terms are specified in the contract and relate to such matters as the maximum *capacity* of the *connection*, and the location of the *connection point* and the *point of common coupling*.

Ausgrid determines the maximum *capacity* of the *connection* and may revise the approved maximum *capacity* downwards after 5 years, or any earlier time if you agree, if the maximum has not been achieved and Ausgrid requires the unused *capacity* to relieve a *network constraint*. By entering into the *connection contract*, you agree that Ausgrid may reduce the maximum *capacity* in the future. If you disagree with this approach, you can choose not to accept the *connection offer* and elect to negotiate a negotiated *connection contract* with Ausgrid.

The connection application and the connection customer

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. The *connection customer* and Ausgrid are the parties to the contract.

Explanatory materials

Appendix A to the *connection contract* contains further explanatory material about Ausgrid's *connection services*, the *contestable services* to which Ausgrid's services relate and the national and New South Wales regulatory regimes that apply to them. The assets which form part of the *distribution system* are owned by the *Network Owner* and leased to the *Network Lessee* and are operated and maintained by Ausgrid under a sub-lease arrangement. Appendix A also provides a brief explanation of these arrangements.

Connection charges

As specified in clause 7 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.

Offer to Provide Basic Connection Services – Connections over 100 Amps

Connection Offer



Premises address:
NMI:

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 on [date] in respect of the *premises* referred to above

Ausgrid has determined that the *connection service* applied for is a *basic connection service*. This *connection offer* is an offer to provide *basic connection services* on the terms set out in the attached *connection contract* and is open for acceptance for 45 *business days*.

The *connection details* are as specified in your *connection application* modified as follows.

The maximum approved *capacity* of the *connection* is _____ *amps/phase*. See also clauses 2.5, 2.6 and 3 of the *connection contract*.

The *connection point* is [as specified in the *connection application*] _____. See also clause 2.7 of the *connection contract*.

The *point of common coupling* is [as specified in the *connection application*] _____. See also clause 2.8 of the *connection contract*.

Specific technical requirements set out in Appendix B apply to the *connection*. See also clause 10 of the *connection contract*.

This offer does not relate to *relocation works*. See clause 2.9 of the *connection contract*.

The *distribution network* to which you proposed to connect is affected by a *pioneer scheme*. Under the pioneer scheme provisions of the *connection policy* it is a pre-condition of *connection* that the customer make a contribution of \$ [Insert fee] to the *pioneer scheme* referred to in clause 7.5 of the *connection contract*.

If Ausgrid carries out a site inspection, you are required to pay Ausgrid's *site inspection fee* of \$ [Insert fee] in accordance with rule 5A.D.4 of the National Electricity Rules. A tax invoice for that sum will be sent to you in due course.

Please note that before a *new connection* is *electrified*:

- the *retail customer* who will be using electricity at the *premises* will be required to enter into a *retail contract* with a *retailer* if one is not already in place; and
- the *retail customer's retailer* or a *metering coordinator* directly appointed by the *retail customer* must ensure that an appropriate *metering installation* is installed at the *connection point* in accordance with the requirements of the *energy laws*.

As specified in clause 7.2 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.

Ausgrid determines the maximum *capacity* of the *connection* and may revise the permitted *capacity* downwards after 5 years, or an earlier time if you agree, if the maximum has not been achieved in order to relieve a *network constraint*. See the maximum *capacity* stated on the following page and refer also to clause 3 of the *connection contract*. If you disagree with this approach, you can choose

not to accept the *connection offer* and elect to negotiate a negotiated connection contract with *Ausgrid*.

If you have indicated in your *connection application* that you wish to relocate existing *distribution system* assets, *Ausgrid* will notify you separately whether it will accept your request and allow the *relocation* to proceed and any conditions attached to that *relocation*.

This *connection* will expire if not completed after twelve months and a new *connection application* will need to be submitted, see clause 16.1(e) of the *connection contract*.

Acceptance of Connection Offer

Basic Connection Services –

Connections over 100 Amps



Premises address:
NMI:

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 offer I agree that I have read and understood the terms and conditions of the *connection offer* (including the *connection offer summary*) including in relation to the billing and payment of *connection charges*.

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 model standing 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:



NMI:
Premises address:
Date:

[name and address of connection applicant]

Dear Connection Applicant

Contract notification letter:
Expedited Contract for Basic Connections over 100 Amps

Ausgrid is pleased to inform you that it has approved your *connection application*, received on [date] for *basic connection services* in respect of the *premises* referred to above.

Ausgrid provides *basic connection services* of the kind required for this *connection* in accordance with our standard form *connection contract* known as **Contract for Basic Connections over 100 Amps**. You elected for an *expedited connection* in the *connection application* and you consider that this model standing offer is acceptable. Therefore, in accordance with the provisions of Chapter 5A of the National Electricity Rules, the contract commenced on the date *Ausgrid* received your *connection application*.

The *connection details* are as specified in your *connection application*, modified as follows:

The maximum *capacity* of the *connection* is _____ Amps. *Ausgrid* may revise the maximum *capacity* downwards after 5 years, or an earlier time if you agree, if the maximum has not been achieved in order to relieve a *network constraint*. See also clauses 2.5, 2.6 and 3 of the *connection contract*.

The *connection point* is _____ . See also clause 2.7 of the *connection contract*.

The *point of common coupling* is _____ . See also clause 2.8 of the *connection contract*.

Specific technical requirements set out in Appendix B apply to the *connection*. See also clause 10 of the *connection contract*.

This *connection contract* does not relate to *relocation works*. See clause 2.9 of the *connection contract*.

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

Please note that before a *new connection* is *electrified*:

- the *retail customer* who will be using electricity at the *premises* will be required to enter into a *retail contract* with a *retailer* if one is not already in place. The *National Metering Identifier (NMI)* at the top of this letter should be provided to the *retailer*; and
- the *retailer customer's retailer* or a *metering coordinator* directly appointed by the *retail customer* must ensure that an appropriate *metering installation* is installed at the *premises* in accordance with the requirements of the energy laws.

Ausgrid has made a site inspection to assess your *connection application*. The *site inspection fee* is \$ [Insert Inspection Fee].

We will send you an invoice for this sum, which you are required to pay within the time stated in the invoice.

As specified in clause 7 of the 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.

It is a pre-condition of *connection* that the *connection customer* make a contribution of \$ [Insert fee] to the *pioneer scheme* referred to in clause 7.5 of the *connection contract*. This sum must be paid before the *connection* is *electrified*.

If you have indicated in your *connection application* that you wish to *relocate* existing *distribution system* assets, *Ausgrid* will notify you separately whether or not it will permit the *relocation*.

Please let us know if you wish us to send you a copy of the *connection contract*.

Yours faithfully

..... (signature)

..... (position)



Contract for Basic over 100 Amps Connections



SCOPE

This is the model standing offer we use when the *connection* applied for has a maximum capacity in excess of 100 *Amps* and it is not necessary to make any change to the *distribution network* before this *connection* can be made and *electrified*.

WARNING

It is the responsibility of the user of this document to ensure that only the current version is being used.

Ausgrid may amend this document at any time subject to approval by the Australian Energy Regulator (AER).

Document and Amendment History

Issue No.	Date	Approved By	Summary of Changes
1	June 2013	Chief Engineer	
2	September 2013	Chief Engineer	Formatting Changes
3	June 2014	Chief Engineer	Approved by AER
4	10 December 2015	Chief Engineer	2015 AER Approved MSO
5	1 December 2016	Manager - Network Risk and Planning	Updates to reflect Ausgrid lease transaction
6	14 December 2016	Manager/ Network Risk and Planning	Minor typographical corrections
7	14 May 2018	Head of Asset Management	AER approved update incorporating Power of Choice legislation.
8	21 June 2024	Head of Network Strategy and Future Grid	AER approved amendment to reflect new connection policy commencing 1 July 2024

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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 new *connection* or *connection alteration* between the *distribution network* and the *premises*.
- B. *Ausgrid* has determined that its *100 Amps Connections Model Standing Offer* is applicable to the requested *connection* and it has made an offer to enter into this contract in accordance with that model standing offer.
- C. The *connection applicant* has accepted the offer, either by completing and returning to *Ausgrid* the acceptance of connection offer form, or by indicating in the *connection application* that it seeks an *expedited connection* and that the *100 Amps Connections Model Standing Offer* is acceptable.

Operative provisions

1 Ausgrid's Connection Offer and Connection Contract

1.1 Defined terms

The words in italics are defined in the Dictionary at clause 19.

1.2 What constitutes the connection contract?

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

- (a) The connection offer summary;
- (b) clauses 1 to 19 inclusive of this document;
- (c) the appendices to this document;
- (d) the *connection application*;
- (e) where you have not requested an *expedited connection*, the *connection offer*; and
- (f) where you have requested an *expedited connection* and indicated that the *connection offer* is acceptable, *Ausgrid's contract notification letter* confirming that the *connection contract* is in place.

1.3 Commencement date

This *connection contract* commences:

- (a) if you do not request an *expedited connection*, on the date *Ausgrid* receives your acceptance of its *connection offer*; or
- (b) if you requested an *expedited connection*, on the date *Ausgrid* receives your *connection application*.

1.4 The connection applicant and the connection customer

This contract is between *Ausgrid* and the *connection customer* (also referred to in this contract as "you" where convenient).

If you, the *connection customer*, 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.

1.5 Ausgrid's Deemed Standard Connection Contract

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.

The Deemed Standard Connection Contract establishes the terms on which *Ausgrid* will provide services, including the ongoing supply of energy, to the *retail customer* at the *premises* once the *connection* is established. It applies when the *retail customer* begins to take supply of electricity.

Some of the terms and conditions of this connection 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. *Ausgrid's Deemed Standard Connection Contract* is available on our website.

1.6 Site specific conditions

In accordance with the *energy laws*, *Ausgrid* is entitled to impose *site specific conditions* on future customers of the same *premises*. We have identified those conditions in this contract.

2 The Connection

2.1 Description of connection

This contract is concerned with establishing a *new connection* or altering an existing *connection* between the *distribution network* and the *electrical installation* at the *premises* identified in your *connection application*.

A *connection* is a physical link that allows electricity to pass from the *distribution network* that we operate to the *premises* and includes the *service mains* between the *distribution network* and the *premises connection point*, which is the point at which the *distribution system* ends and the *electrical installation* begins.

2.2 Premises connection assets

The *connection customer* funds, owns and maintains the *electrical installation*.

The *energy laws* also require the *connection customer* to fund the *premises connection assets* that need to be installed or altered before the *new connection* or altered *existing connection* can be made. However, after *connection works* are complete, the *Network Owner* will own the *premises connection assets*. Such *assets* will be leased to the *Network Lessee* and sub-leased to, and maintained by *Ausgrid*.

The *premises connection assets* to be installed by the *ASP/2* are, if required, new or altered *service mains* from the *point of common coupling* to the *connection point*. The *service mains* are installed as a *contestable service* by an *ASP/2*, with the cost of these services charged by the *ASP/2* directly to the *connection customer*.

2.3 Cost of the premises connection assets

Ausgrid does not charge the *connection applicant* or *connection customer* for the *premises connection assets* but the cost of these assets are the prices charged to the *connection applicant* or *connection customer* by the *ASP/2*. The cost of any minor variations from the standard specifications will also be the cost charged by the *ASP/2*.

2.4 The connection application contains the connection details

The *connection details* specified in the *connection application* are the *connection details* for this contract except where modified by *Ausgrid* and noted in the *connection offer* or *contract notification letter*.

The *connection customer* must establish and maintain the *connection* in accordance with the *connection details*.

If a connection has been established and/or maintained otherwise than in accordance with the *connection details*, or if this clause is breached or *Ausgrid*, acting reasonably, considers that it may be breached, *Ausgrid* may:

- (a) disconnect the *premises* in accordance with the *energy laws*; and/or
- (b) terminate the contract in accordance with clause 16.1.

Unless *Ausgrid* has amended the *connection details*, the *connection applicant* warrants that at the time of acceptance of the *connection offer*, the *connection details* set out in the *connection application* are accurate.

If prior to the date of *connection* there is any change to the *connection* proposed in the *connection application*, a new *connection application* must be made.

This clause 2.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.5 Maximum capacity of connection

The maximum approved *capacity* of the *connection* is the *capacity* nominated in the *connection application*, unless:

- (a) clause 2.6 applies; or
- (b) a different approved value is specified in the *contract notification letter*.

This clause 2.5 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.6 Maximum capacity of connection for multi-occupant premises

Common service connection

Where the *connection* is a *common service connection*, the maximum *capacity* of the *connection* is that capacity nominated in the *connection application* unless the *contract notification letter* or *connection offer* specifies a different maximum *capacity*.

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 premises to the *distribution* system through the *common service connection*.

Requirements where the connection is through a common service connection

Where the *connection* is not a *common service connection* but is connected to the *distribution system* through a *common service connection*, the maximum *capacity* of the *common service connection* is specified in the *connection application*, unless the *contract notification letter* or *connection offer* specifies a different *capacity*.

The *connection applicant* acknowledges that they have taken into account the maximum *capacity* of the *common service connection* in making its *connection application*. *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*.

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.

This clause 2.6 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.7 Connection point

The *connection point* is the point identified in the *connection application* unless *Ausgrid* stipulates a different *connection point* is required in the *connection offer* or *contract notification letter*.

This clause 2.7 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.8 Point of common coupling

The *point of common coupling* is the point identified in the *connection application* unless *Ausgrid* stipulates a different *point of common coupling* in the *connection offer* or the *contract notification letter*.

This clause 2.8 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.9 Relocation of existing distribution system assets

This contract does not relate to *relocation works*.

Where the *new connection* or *connection alteration* requires the *relocation of distribution system* assets, a separate contract will apply in relation to the *relocation works*. Obtaining *Ausgrid's* consent to the *relocation* in accordance with that other contract is a precondition to the commencement of *connection services* under this contract.

If *Ausgrid* consents to *relocation works* proposed in the *connection application*, the *connection applicant* must ensure that any relevant *electrical professional* performing any work in association with the connection will co-operate with the party performing the *relocation works* to co-ordinate the works required for the *connection* and *relocation works*.

3 Ausgrid determines the capacity of the connection

3.1 Maximum connection capacity when connection is established

In determining the maximum *capacity* of the *connection*, *Ausgrid* takes into consideration the maximum proposed demand of the *premises* as set out in the *connection application*, but is not obliged to agree to the maximum *capacity* applied for.

Ausgrid, acting reasonably, has determined the maximum *capacity* that it will permit in order to ensure a safe and reliable supply of electricity to the *premises* as you have described them in the *connection application*.

The maximum *capacity* of the *connection* and the maximum current that may be drawn from the *distribution system* are stipulated in the *connection offer* or (for an *expedited connection*) the *contract notification letter*.

You may install *premises connection assets* that provide a greater *capacity* than the maximum *capacity* permitted by *Ausgrid* but you must not exceed *Ausgrid's* stipulated maximum *capacity*.

A *service protection device* of a type that is able to be set and sealed must be installed. It must be set and sealed to the value of the stipulated maximum *capacity*.³

If you have applied to connect an *embedded generating unit* or units, *Ausgrid* will provide a separate connection offer. That offer will specify the maximum *export capacity* of the *embedded generating unit*.

This clause 3.1 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

3.2 Review of load and reduction of maximum capacity

At any time after the fifth anniversary of the date of *connection* or at an earlier time with the agreement of the *retail customer*, *Ausgrid* may review the maximum *capacity* of the *premises*.

If:

- (a) the maximum demand over the two years preceding the review is less than 60% of the maximum *capacity* permitted by this contract; and
- (b) *Ausgrid* requires the unused *capacity* to relieve a *network constraint*,

Ausgrid must consult with the *retail customer* about the proposed reduction and consider any submission they make. If *Ausgrid* determines a reduction is appropriate it may reduce the maximum *capacity* of the *connection* to 120% of the actual maximum demand in accordance with the notice requirements in clause 3.3. If *Ausgrid* reduces the maximum *capacity* of the *connection* the *connection customer* must reset the *service protection device* in accordance with *Ausgrid's* advice.

If you disagree with *Ausgrid's* reduction in your maximum *capacity*, you can raise a dispute in accordance with clause 13.

This clause 3.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract and also a *site specific condition*.

3.3 Notice of reduction of maximum capacity

If *Ausgrid* reduces the maximum *capacity* of the *connection* at the *premises*, it must send written notice of the revised maximum *capacity* to the *retail customer*.

This clause 3.3 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

3.4 Application for connection alteration

A further *application* for a *connection alteration* must be made if, before or after *connection*, the *retail customer* at the *premises* requires additional *capacity* or wishes to make any changes to the *connection* arrangements established under this contract.

This clause 3.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

4 Ausgrid's basic connection services

Ausgrid is not directly involved in the work required to establish the *connection* between the *distribution system* and the *electrical installation* at the *premises*. The *contestable services* are provided by an *ASP/2* as explained in Appendix A.

Set out below is a description of *Ausgrid's* pre-*connection* services and post-*connection* services. Each *connection* is different and *Ausgrid* may not provide all the services set out below. Until *Ausgrid* assesses the *connection application*, *Ausgrid* cannot confirm the specific scope of *connection services*. However, the *basic connection services* provided by

³ This is a requirement of the Service and Installation Rules of New South Wales, section 4.7.

Ausgrid under this contract consist of all pre-connection and post-connection services necessary to establish the connection.

If requested, *Ausgrid* will provide specific information about the connection and the basic connection services to the connection applicant, connection customer or any existing or incoming retail customer at the premises.

Pre-connection services may include:

- (a) conducting a site inspection; and
- (b) ancillary services including
 - (1) site establishment; and
 - (2) connection offer services;

Post-connection services may include the following:

- (c) ancillary services including:
 - (1) connection offer services;
 - (2) carrying out inspections as permitted by energy laws including inspecting any part of the premises connection assets installed by your ASP/2, and/or the electrical installation installed by your licensed electrical contractor at the premises;
 - (3) if required, re-inspecting defective work;
- (d) receiving and processing the Certificate of Compliance for Electrical Work lodged by your licensed electrical contractor (in relation to the electrical installation) and Notification of Service Work lodged by the ASP/2 (in relation to the installation or replacement of service mains); and
- (e) providing its consent to electrification (also referred to as permitting the connection).

Clause 6 sets out the timeframes within which *Ausgrid* provides these services. Clause 7 set out the connection charges payable in relation to these basic connection services.

Details of the current connection charges are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~/-/media/Files/Connections/ConnectionCharges.pdf>.

5 Contestable services

The contestable services required to establish a new or altered basic connection to the distribution system are the installation or replacement of the premises connection assets needed in order to make the requested connection.

For basic connections, the necessary premises connection assets are service mains. The connection customer is also responsible for providing a connection link which is part of the customer's electrical installation.

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.

More information about contestable services may be found in Appendix A.

6 Time frames for Ausgrid's connection services

6.1 Pre and post connection services

Ausgrid delivers the pre-connection services referred to in clauses 4(a) to (b) prior to the commencement of this contract, or in the case of expedited connections, in 10 business days following commencement.

The timing of *Ausgrid's* delivery of the post-connection services referred to in clauses 4(c) (d), and (e) will be determined by the timing of the work performed by your electrical

professional(s). Ausgrid will perform these services as soon as practicable after those works are completed by your licensed *electrical professional(s)*.

6.2 Timing of the connection

You must arrange for the *connection* to be *electrified* by your *ASP/2*.

Electrification occurs after all requirements under this *connection contract* have been addressed, including:

- (a) your relevant *electrical professional* has completed the *electrical wiring work*; and
- (b) your *ASP/2* has completed the *contestable services* that must be provided before the *connection* can be made; and
- (c) your *retailer* or a *metering coordinator* you have directly appointed has arranged for the installation of a *metering installation* in accordance with the energy laws.

Ausgrid provides the inspection services referred to in clause 4(c) as soon as practicable after completion of the *connection* works by your *electrical professional(s)*.

Because Ausgrid conducts audit inspections as permitted under *energy laws*, including of all *premises connection assets* and *electrical installations* for connections greater than 100 Amps, you or your *electrical professional* must give Ausgrid ten *business days'* notice in advance of the date you wish to *electrify* the *connection*, so that a mutually convenient inspection appointment can be made.

Ausgrid will not consent to *electrification* if there is a *major defect* in the *premises connection assets* or the *electrical installation*.

If there is no *major defect*, Ausgrid will either *electrify* or permit your *ASP/2* to *electrify* the *connection* when the inspection is completed.

6.3 Re-inspection appointment

Any defect found in the *premises connection assets* installed by the *ASP/2*, the *electrical installation* provided by the licensed electrical contractor, *metering installation*, 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. The *connection customer* must pay any relevant *connection charges* associated with the identification and or rectification of the defect.

Major defects must be re-inspected by Ausgrid before Ausgrid will consent to *electrification*.

When a *major defect* has been identified and rectified, you or your *electrical professional* must give Ausgrid five clear *business days'* notice in advance of the date you wish to *electrify* the *connection*, so that a mutually convenient re-inspection appointment can be made.

6.4 Re-inspection of minor defects

When any *minor defect* disclosed during Ausgrid's inspection has been rectified, you or your *electrical professional* must notify Ausgrid of the rectification.

Ausgrid's re-inspection of *minor defects* will be performed as a routine matter without the relevant *electrical professional(s)* or the *connection customer* needing to be present (unless there is a problem of access, in which case Ausgrid will use reasonable endeavours to schedule an inspection at a mutually convenient time).

7 Ausgrid's connection fees and charges

7.1 Ausgrid's connection charges

Ausgrid's charges for *basic connection services* (known as *connection charges*) comprise of:

- (a) fees for *alternative control services* (referred to in clause 7.3 below) provided under this contract;
- (b) a *site inspection fee* (referred to in clause 7.4 below); and
- (c) where applicable, a contribution to a *pioneer scheme* (referred to in clause 7.5 below).

Details of the current *connection charges* are available on Ausgrid's website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

These charges are consistent with Ausgrid's *connection policy*. A copy of Ausgrid's *connection policy* is available on its website at http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf

7.2 Billing arrangements

Connection charges for Ausgrid's *basic connection services* are billed as follows:

- (a) charges for *alternative control services* are billed to you or, if applicable, the *electrical professional* acting on your behalf unless the charge is referred to in paragraph (d) and (e);
- (b) the *site inspection fee* is billed directly to you;
- (c) contributions to a *pioneer scheme* are billed directly to you; and
- (d) charges for the *ancillary service* relating to site establishment will be billed to your *retailer*.
- (e) charges for the *ancillary service* relating to connection offer services will be billed to your *retailer* unless the *connection offer* or *contract notification letter* specifies that you will be billed directly.

The *connection charges* referred to in paragraphs (a) to (c) which are being billed to you, or the *electrical professional* on your behalf is a direct billing arrangement. Where a *retailer* made the *connection application* on your behalf, we have reached agreement with your *retailer* for Ausgrid to bill you directly for those *connection charges* that are part of the direct billing arrangement.

These *connection charges* other than those billed to your *retailer* are payable by you including in circumstances where we have billed your *electrical professional* on your behalf and your *electrical professional* fails to pay those charges.

If Ausgrid invoices you for fees and charges in relation to the *basic connection services*, you are obliged to pay in accordance with the payment terms set out in the invoice. Ausgrid's payment terms are twelve (12) business days from date of invoice.

Details of the current *connection charges* are available on Ausgrid's website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

7.3 Connection charges for alternative control services

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

The service relating to the installation of a meter for a type 5 or type 6 metering installation is a service provided by an *ASP/2* and the cost of this service is payable by you directly to the *ASP/2*.

Fees for *alternative control services* are charged by *Ausgrid* at rates set by the *regulator* for each financial year.

7.4 Site inspection fee

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. *Ausgrid's* current *site inspection fees* are available on *Ausgrid's* website at https://www.ausgrid.com.au//media/Files/Connections/Connection_Policy_Connection_Charges.pdf

The *site inspection fee* is invoiced to the *connection applicant*. It is payable whether or not the *connection* is made and it is recoverable as a debt.

The actual *site inspection fee* (if any) payable under this contract is set out in the *connection offer* or *contract notification letter*.

7.5 Pioneer schemes

The only *connection customers* who may be required to make a contribution to one or more *pioneer schemes* are those whose *premises* will be *connected* to a part of the *distribution network* that has been *augmented* within the last seven years and a previous customer has made a capital contribution to the cost of *augmentation*.

No contributions to any *pioneer schemes* will be payable under this contract unless:

- (a) *Ausgrid's* *connection offer* states that the *connection customer* is required to make a contribution to one or more *pioneer schemes* and the amounts of the required contributions are specified; or
- (b) where the *connection applicant* has requested an *expedited connection*, *Ausgrid* states in the *contract notification letter* that the *connection customer* is required to make a contribution to one or more *pioneer schemes* and the amounts of the required contributions are specified.

You may ascertain whether *the connection customer* will be required to make a contribution to one or more *pioneer schemes* by making a preliminary enquiry to *Ausgrid* before making the *connection application*. A fee applies in relation to making a preliminary enquiry. Details of the current fees are available on *Ausgrid's* website at

<https://www.ausgrid.com.au/~//media/Files/Connections/ConnectionCharges.pdf>.

Where this clause applies, payment of the amounts stated in the *connection offer* or *contract notification letter* is a pre-condition to *electrification* of the *connection*.

You must take reasonable steps to ensure that the *connection* is not *electrified* until you have paid the required contribution to each relevant *pioneer scheme*.

An account of *Ausgrid's* *pioneer schemes* can be found in Appendix A and the formula for calculating *subsequent customers'* contributions is set out in *Ausgrid's* *connection policy* at http://www.ausgrid.com.au/~//media/Files/Connections/Connection_Policy_Connection_Charges.pdf

8 The premises connection assets

8.1 Responsibility for installing premises connection assets

The *connection customer* is responsible for engaging an *ASP/2* holding current *Ausgrid* *authorisation* to construct and install the *premises connection assets*.

8.2 Cross-property service mains

This clause 8.2 is a pre-condition to *electrification* of the *connection*.

This clause applies 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*.

In that case, *Ausgrid* will agree to the *connection* only on condition that it acquires secure tenure for the *service mains* that will be erected on *other land*.

The *connection customer* must arrange and if necessary fund the acquisition of a registered easement on the *other land* in favour of the *Network Owner* and in accordance with *Ausgrid's* reasonable requirements.

You must ensure that the *connection* is not made unless:

- (a) *Ausgrid* has given explicit consent in writing to the location of the *service mains*; and
- either
- (b) the registered proprietor of the *other land* has registered at *LPI* an *easement instrument* in favour of the *Network Owner* in a form approved by *Ausgrid* (provided that, where the *instrument* must be executed by the *Network Owner*, *Ausgrid* will obtain the executed *instrument* from the *Network Owner*);
- or
- (c) the registered proprietor of the *other land* has signed and delivered to *Ausgrid* a deed of agreement to grant an easement for the *service mains* in favour of the *Network Owner*, in accordance with *Ausgrid's* standard form of agreement available on our website.

If clause (c) applies, you must, as soon as is reasonably practicable after the *service mains* are installed on the *other land*, obtain from the owner of the *other land* an *instrument* in registrable form for the easement promised in the deed 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 *instrument* (provided that, where the *instrument* must be executed by the *Network Owner*, *Ausgrid* will obtain the executed *instrument* from the *Network Owner*).

If the requirements of this clause have not been satisfied when *electrification* occurs, the *Network Owner* will not accept ownership of the *service mains*.

You acknowledge and agree that if the requirements of this clause have not been satisfied when the *connection* is *electrified*, *Ausgrid* may:

- (d) terminate this contract; and
- (e) *disconnect* the *premises*.

You also acknowledge that if either clause (b) or (c) has not been satisfied, the owner of the *other land* may require you to remove the *service mains*.

8.3 Consumer mains on other land

This clause applies 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 *consumer mains* on *other land*.

In that case, *Ausgrid* will not permit the *connection* unless the following instruments have been registered by *LPI*:

- (a) an easement over the *other land* in favour of the *premises*; and
- (b) if the *consumer 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.

This clause 8.3 is a pre-condition to *electrification* of the *electrical installation*.

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*.

You acknowledge and agree that if the *connection* is *electrified* before the requirements of this clause have been satisfied, *Ausgrid* may:

- (c) terminate this contract; and
- (d) *disconnect* the *premises*.

You also acknowledge that if paragraphs (a) and (if applicable) (b) have not been satisfied, the owner of the *other land* may require you to remove the *consumer mains*.

8.4 Acquisition of premises connection assets on connection

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*.

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.

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*

9 Metering

9.1 Metering must be installed at the premises

You must ensure that before the *connection* is *electrified*, a *metering installation* or *metering installations* (as required) to measure electricity use at the *premises* have been installed in accordance with the requirement of clause 10.2.

10 Safety and technical requirements

10.1 The electrical installation at the premises

You must ensure that the *electrical wiring work* carried out on the *premises* is performed by a licensed electrical contractor and that the *electrical installation* complies with the technical and safety requirements stipulated in this clause 10.

10.2 The metering installation at the premises

Metering arrangements, including the type, provision and installation of the *metering installation*, must comply with the *Service and Installation Rules*, the *rules* and all other *energy laws*.

10.3 Compliance with rules and standards

You must ensure that your *electrical professional* ensures that 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*;
- (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 and Electrical Standards and Policies;
- (e) *Ausgrid's* Electrical Safety Rules;
- (f) if specified in Appendix B, specific power quality emission requirements applicable to the *electrical installation*;
- (g) any reasonable requirement imposed by *Ausgrid* before or after the *connection* is *electrified* if *Ausgrid* becomes aware of any defect or other matter or thing that in its reasonable opinion may:
 - (i) cause the *electrical installation* to be unsafe;

- (ii) cause the *electrical installation* or the *premises connection assets* not to comply with the conditions of this contract; or
 - (iii) cause damage to the *distribution system* or another customer's *electrical installation* or equipment;
- (h) relevant Australian Standards (including AS3000: Electrical Installations).

10.4 Fitness for safe operation

You must ensure that your *electrical professional* ensures that the *electrical installation* and the *premises connection assets* are 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 2015 (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 2014 (NSW);
- (d) satisfy the requirement that all live parts remain properly insulated and protected against inadvertent contact with any person; and
- (e) no 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 *Service and Installation Rules*.

This clause 10.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

10.5 Connection customer must accommodate and protect equipment

You must accommodate on the *premises*, and protect from harm, any *premises connection assets* which are required to be located on the *premises*.

11 Retail contract must be in place prior to electrification

If the *connection* to the *premises* is new, the *connection customer* must ensure that the connection is not electrified until they have entered into a *retail contract* with a *retailer* for the sale of electricity.

12 Ausgrid access to premises

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.

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:

- (a) any *connection service* provided or to be provided by *Ausgrid* under this contract;
- (b) any breach or possible breach of *Ausgrid's* technical and safety requirements, the *energy laws* or this contract;
- (c) any defect or possible defect in the *premises connection assets*, the *electrical installation* or *metering installation*, and any other equipment required to be installed at the *premises* under this contract; or
- (d) any matter concerning the safety of the *electrical installation*, the *premises connection assets* or the *connection*; and
- (e) in an emergency, to enter the *premises* at any time of day or night.

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

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 *Ausgrid's* Standard Complaints and Dispute Resolution Procedures (which are available on our website at <http://www.ausgrid.com.au/Common/About-us/Contact-us/Customer-complaints.aspx> or by phone on 13 13 65.

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.

If a dispute arises between a *connection customer* and *Ausgrid* concerning:

- (a) the terms and conditions on which the *basic connection services* that are the subject of this contract are to be provided; or
- (b) 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 Protective devices and measures

Ausgrid's NS238 – Supply Quality on our website describes some of the protective devices that may be installed and some of the measures that may be taken to avoid damage to electrical equipment due to fluctuations or interruptions in the supply of electricity by your *retailer* through *Ausgrid's* *distribution system*. *Ausgrid* recommends that you inform the users of electricity at the *premises* of these matters.

15 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*, including to reconnect or disconnect a *metering installation* remotely.

Where *Ausgrid* installs a *network device* pursuant to this clause 15, it will do so at its own cost.

16 Termination

16.1 Right to terminate

- (a) The *connection customer* and *Ausgrid* may agree in writing to terminate this *connection contract* if *Ausgrid* and the *connection customer* enter into another connection contract for connection services for the *premises*.

- (b) The *connection customer* may terminate this contract by giving *Ausgrid* notice in writing.
- (c) *Ausgrid* may terminate this *connection contract* at any time if *Ausgrid* disconnects the *premises* in accordance with the *rules*.
- (d) Subject to the paragraph (d) below, *Ausgrid* may terminate this *connection contract* if any of the following have occurred:
 - (i) The *connection customer* does not, or, in *Ausgrid's* reasonable opinion, will not, comply with the terms and conditions of this *connection contract*;
 - (ii) The *connection customer* is no longer eligible to receive the *connection services* under this *connection contract*; or
 - (iii) If a connection has been established and/or maintained otherwise than in accordance with the *connection details* or if clause 2.4 has been breached or *Ausgrid*, acting reasonably, considers that clause 2.4 may be breached by the *connection customer*.
- (e) Unless there is an immediate health and safety risk or *distribution system security risk* *Ausgrid* must, prior to terminating this *connection contract* in accordance with paragraph (c) above, issue a rectification request to the *connection customer*. This rectification request must state the reason for the rectification request and the action or work necessary to rectify the issue and require the *connection customer* agrees to make all reasonable efforts to remediate the issue within 14 *business days* of the issue date of the rectification request. If the rectification request is not resolved within 60 business days of issue then *Ausgrid* may terminate this contract.
- (f) This *connection contract* expires twelve months after it commences if the *connection* applied for has not been *electrified*. If you still wish to obtain a *connection* after the contract terminates, you must make a new *connection application*.
- (g) This contract otherwise comes to an end when all of the parties' obligations under this contract have been satisfied.
- (h) This clause 16.1 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

16.2 Effect of termination

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

17 Miscellaneous

17.1 Electrical professionals

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

17.2 Amendment

The contract may be amended by agreement in writing signed by both parties.

17.3 Oral explanation

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

- (d) affect the meaning or interpretation of this *connection contract*; or

- (e) constitute any collateral agreement, warranty or understanding between the parties or with any other person.

17.4 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 19.1(b).

18 Interpretation and governing law

18.1 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.

18.2 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.

19 Dictionary

19.1 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 *energy laws*, which has the extended meaning given in clause 19.2.
- (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 19.1(a).

19.2 Definitions

Subject to clause 19.1, the following words have the following meanings:

100 Amps Connections Model Standing Offer means this Model Standing Offer - Basic Connection Services – Connections Over 100 Amps.

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.

amps means amperes.

ancillary services are non-routine services provided to the *connection customer* on an as needed basis.

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 in this 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 the *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*.

basic connection service means a *new connection* or a *connection alteration* related to a *basic connection* or proposed *basic connection* and for the purposes of this *connection offer* means the services set out in clause 4.

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 (expressed in amperes) that can be received from the *distribution system* by an *electrical installation*.

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* or *contract notification letter*. To avoid doubt, *connection* does not include *relocation* and *connection services* 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* or *contract notification letter*.

connection charge means a charge imposed by a *Ausgrid* for a *connection service* and for the purposes of this contract are those charges identified in clause 7.1.

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 connection 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 details for the *connection* including whether it is a *new connection* or a *connection alteration* as set out in the *connection application*, and as subsequently modified by *Ausgrid* in the *connection offer* or *contract notification letter*.

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 the offer by *Ausgrid* to enter into this *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* as defined in the *Service and Installation Rules*. For the purposes of this contract, the *connection point* specified in clause 2.7.

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 either a service relating to a *new connection* or a *connection alteration* or both provided by *Ausgrid* under this contract and may include any of the connection works funded by *Ausgrid* as provided for in the *connection policy*. For the avoidance of doubt, connection services do not include contestable services or the provision, installation or maintenance of a *metering installation*.

consumer mains are mains leading from the *connection point* to the main switchboard on the *premises*. They are part of the *electrical installation* and are not owned by *Ausgrid*.

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*. See Appendix A for further information.

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

contract notification letter means a letter sent by *Ausgrid* to the *connection applicant* in accordance with clause 1.2(f).

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 customers' *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 or an *accredited service provider*.

electrical wiring work means the actual 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 (for 100 Amps connections) the *electrical installation* and *electrification* has a corresponding meaning.

embedded generator (EG) 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*.

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 Electricity 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, *Ausgrid's* Electrical Safety Rules, the *Service and Installation Rules*, AS/NZ 3000 Wiring Rules and AS 4777 Grid connection to energy systems via inverters.

EWON means the NSW *Energy and Water Industry Ombudsman*.

expedited connection means a *connection contract* made using the expedited process for *connection applications* under rule 5A.F.3 of the *rules*.

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).

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

LPI means Land and Property Information.

major defect means a defect that in *Ausgrid's* reasonable opinion would or might compromise the safe operation of the *electrical installation* at the *premises* or the *distribution system* or have an adverse effect on another customer's *electrical installation*.

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.

micro EG connection means a connection between a *micro embedded generating unit* and a *distribution system* of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

micro embedded generating unit or **micro EG unit** means an *embedded generating unit* of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

micro embedded generator means a *retail customer* who operates, or proposes to operate, an *embedded generating unit* for which a *micro EG connection* is appropriate.

minor defect means a breach of a technical requirement under this contract that is not a *major defect*.

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 constraint means a limitation on the capability of the *distribution network* to transfer the level of electrical power that would occur if the limitation was removed.

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, and may include switching devices, measurement equipment and control equipment.

Network Lessee means Ausgrid Asset Partnership (ABN 48 622 605 040), 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 Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;
- (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;
- (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and
- (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) 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*.

original customer means a *connection customer* who has made a capital contribution to *augmentation works* and who is (or whose successors in title are) eligible for reimbursement under a *pioneer scheme*.

original customer's premises connection assets means the *premises connection assets* to the cost of which the *original customer* made a capital contribution.

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

pioneer scheme means the scheme referred to in clause 7.4.

point of common coupling means the point at which *service mains* are connected to the *distribution network* and for the purposes of this contract, means the point specified in clause 2.8.

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 contract, 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.

rural area means an area that is either zoned rural under a local environmental plan under the Environmental Planning and Assessment Act 1979 (NSW).

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

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.

service protection device means a fuse, circuit breaker or other device required by a *distribution network service provider* to interrupt the supply of electricity to an *electrical installation* on a *connection customer's premises*.

site inspection fee is the fee allowable under *rule 5A.D.4* and further described in clause 7.4.

site specific condition means a condition of *connection* to the *premises* or a requirement imposed in relation to *connection* at the *premises* because it is peculiar to those *premises*.

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

subsequent customer means a *connecting customer* who is required to contribute to a *pioneer scheme* in accordance with *Ausgrid's connection policy* and clause 7.5.

Appendix A - Explanation of the model standing offer Basic connection services - Connection over 100 Amps

This Appendix provides information designed to assist prospective *connection customers* to understand *Ausgrid's* model standing offer to provide basic *connection services* for a new *connection* or *connection alteration* of *premises* where the *connection capacity* applied for exceeds 100 Amps per phase.

It contains explanations of the type of connection to which the model standing offer applies and how, if the offer is accepted, a contract is formed.

A brief explanation of the regulatory framework underlying *connection offers* is also included.

The *connection contract* is between *Ausgrid* and the *connection customer*. However, parts of this contract refer to the *Network Owner* where the reference relates to the ownership of the *distribution system* assets or the *distribution network* assets. This is because the *Network Owner* owns the assets (and leases them to the *Network Lessee*) but *Ausgrid* operates and maintains those assets under a sub-lease from the *Network Lessee*. *Ausgrid* has been granted all rights necessary for it to undertake its functions as a *distribution network service provider* including its rights and obligations under this contract.

Where the *connection customer* is required to procure certain property rights in favour of the *Network Owner*, this is because the rights relate to the *distribution system* assets owned by the *Network Owner*. The *Network Owner*, the *Network Lessee* and *Ausgrid* will then ensure that all necessary lease and sub-lease arrangements are in place to give *Ausgrid* the rights to those assets.

This Appendix forms part of the model standing offer but to the extent of any inconsistency, the terms of the *connection offer* or *contract notification letter* sent to the *connection applicant* and the *100 Amps Connections Model Standing Offer* prevail.

A1 Minimal augmentation

Minimal augmentation is required where the only *premises connection assets* that must be installed or altered to establish the *connection* are dedicated *premises connection assets*. Dedicated *premises connection assets* are components of the *distribution system* that are used to provide electricity to a single *premises* or a small group of *premises* (in contrast to shared assets, which are used for customers generally).

A2 Basic connection services

The *100 Amps Connections Model Standing Offer* contains the terms on which *Ausgrid* will perform its *basic connection services*. These are the services *Ausgrid* provides to make it possible for *premises* requiring a *connection capacity* in excess of 100 Amps to be connected to the *distribution network*, once the *electrical installation* at the *premises* is complete and any necessary dedicated *premises connection assets* have been constructed or altered.

A3 The regulatory framework

The respective rights and obligations of *connection applicants*, *retail customers*, *real estate developers* and *Ausgrid* in relation to the *connection* process are regulated by the National Energy Retail Law and Rules and Chapter 5A of the National Electricity Rules (*rules*). This *connection offer* is made in accordance with that law and the *rules*.

The *rules* require *distribution network service providers* such as *Ausgrid* to have a *connection policy*.⁴ *Ausgrid's connection policy* provides that *connection customers* who require a *basic connection service* must bear the cost of certain *augmentations* (including *extensions*) that must be made to the *distribution network* before *premises* can be connected to it. For new *premises*, this involves installing additional assets, which are

⁴ Rules, Chapter 6, Part DA.

referred to in the *rules* as *premises connection assets* and in the case of your *connection* are referred to as *premises connection assets*.

In most cases, the necessary *contestable services* are:

- for a *new connection*, installing *service mains* leading to the *premises* from existing mains and *electrifying* the *connection*; and
- for a *connection alteration*, replacing or altering the *service mains* (if necessary) to carry an increased load and *electrifying* the *connection*.

These **contestable services** relate to the construction work that must be done before the *premises* can be physically linked to the *distribution network*. In New South Wales the services required to establish the physical *connection* are *contestable* and are provided (without any *Ausgrid* involvement) under a separate contract between the *connection customer* and the provider of the *contestable service*, who is an *accredited service provider* Level 2 (ASP/2) operating within the scheme described in the next section.

A4 Accredited service providers perform contestable services

A market for *contestable services* operates in New South Wales because the Electricity Supply Act⁵ provides that a *connection customer* who is obliged to bear the cost of establishing or modifying a *connection* may choose to have the required work done by an *accredited service provider* holding current accreditation under the Scheme for Accreditation of Service Providers to Undertake Contestable Services administered by the NSW Department of Industry, Resources and Energy (the *accreditation scheme*). There are three levels of accreditation:

- Level 1 (ASP/1) involves the *contestable* construction of transmission and distribution works such as the installation of high and low voltage distribution cables and substations.
- Level 2 (ASP/2) involves the *contestable* installation of overhead and underground *service mains*, disconnecting and reconnecting electricity to enable work to be carried out on an *electrical installation*, and *electrifying* installations.
- Level 3 (ASP/3) involves the design of *contestable* electrical reticulation systems.

You may obtain details of the *accreditation scheme* from the NSW Department of Industry, Resources and Energy website at: <http://www.resourcesandenergy.nsw.gov.au/energy-supply-industry/pipelines-electricity-gas-networks/network-connections/contestable-works>.

A5 Qualifications to perform the contestable services required for your connection

The *contestable services* required to establish your *basic connection* must be performed by an *electrical professional*.

All *accredited service providers* and their employees who work on or near the *distribution network* must also obtain *Ausgrid's authorisation*. This process ensures that they have the mandatory safety training, qualifications and competence required to perform *contestable services*.

The *electrical installation work* at the *premises* and any alteration to it must be done at the *connection customer's* cost by an electrical contractor licensed under the Home Building Act 1989 (NSW) to do *electrical wiring work*. Some licensed electrical contractors are also accredited ASP/2s. If your licenced electrical contractor is an ASP/2, he or she can perform the required *contestable services*. Otherwise, the *connection customer* or the licensed electrical contractor must retain an ASP/2 to perform the necessary *contestable services*.

You may obtain a list of ASP/2s from the NSW Department of Industry, Resources and Energy website referred to above.

⁵ Section 31, Electricity Supply Act 1995 (NSW).

A6 Embedded generation

Ausgrid also has model standing offers to provide *connection* services to *connection customers* who apply to connect one or more *micro EG units* or *embedded generating units* to their *electrical installations*. If you have applied for a *micro EG connection* or an *embedded generator connection* as well as for a *new connection*, you will receive a second, separate *connection offer* from Ausgrid relating to your proposed *micro EG connection* or *embedded generator connection*.

A7 Pioneer Schemes

In accordance with the *AER Connection Charge Guidelines* that underlies its *connection policy*, Ausgrid establishes and administers *pioneer schemes* for *customers* who have made capital contributions to the cost of *distribution network extensions*. Those customers are referred to as *original customers* for the purposes of the *pioneer scheme*.

The scheme applies to reimburse the *original customer* to the extent that further *connection customers* who *connect* their *premises* to the *distribution network* within 7 years of the *original connection* are obliged to contribute to the scheme. The current owner of the *premises* is progressively reimbursed as further *connection customers* join, until the total reimbursements paid into and out of the scheme equal the amount of the original capital contribution adjusted for inflation.

If the *premises* you have applied to *connect* will be *connected* to a power line erected or *augmented* in the *distribution network* that is operated and maintained by Ausgrid during the last 7 years and a *pioneer scheme* or schemes apply to that power line, the *connection customer* will be obliged to contribute to the scheme by paying Ausgrid the amount stated in the *connection offer* or *notification letter*. Payment of the contribution is a pre-condition to *electrification* of the *premises connection assets*.

Separate *pioneer schemes* are established and administered for different categories of the *original customer's premises connection assets*. For example, if the *premises connection assets* funded by the *original customers* included a distribution line and a substation, then one *pioneer scheme* is established for the distribution line and a separate *pioneer scheme* is established for the substation.

The cost of establishing and administering *pioneer schemes* is borne by Ausgrid. The formulae by which Ausgrid establishes the contribution a *connection customer* is required to make to a *pioneer scheme* is set out in Ausgrid's *connection policy* on Ausgrid's website at http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf

If you wish to apply for an *expedited connection* and you have reason to believe you may be required to contribute to a *pioneer scheme*, Ausgrid recommends that you make a preliminary enquiry before lodging the *connection application*. Details of Ausgrid's preliminary enquiry procedures may be found on our website. A fee applies in relation to making a preliminary enquiry.

A8 Metering

Ausgrid requires that metering arrangements compliant with the *energy laws* be in place prior to *electrification* of the *connection customer's connection*.

The *retail customer's retailer* must arrange for the provision, installation and maintenance of a *metering installation* in accordance with the *energy laws*. However, if the *retail customer* is a 'large customer' under the *National Energy Retail Law*, it may elect to directly appoint a *metering coordinator* under cl 7.6.2 of the *rules*. That *metering coordinator* must then arrange for the provision, installation and maintenance of a *metering installation* in accordance with the *energy laws*.

A person does need to be an *accredited service provider* to undertake the work necessary to provide, install and maintain a *metering installation*. This work is therefore not a '*contestable service*', as that term is defined in this *connection contract*.

Ausgrid does not ordinarily provide, install or maintain metering installations. A limited exception applies where you have requested a connection alteration, Ausgrid installed a metering installation for your connection prior to 1 December 2017, and that metering installation will remain compliant with all energy laws after your connection alteration.

In these circumstances, Ausgrid does not supply any services in relation to the metering installation to you under this connection contract. It instead supplies services in relation to the metering installation directly to your retailer under a separate arrangement. You remain responsible under this connection contract for ensuring that metering arrangements for your connection comply with all energy laws prior to electrification of your connection.

Appendix B – Automatic Access Limits for Power Quality Emissions

The *connection customer's electrical installation* must comply with the automatic emission limits specified in this Appendix B which are designed to control disturbances on the *distribution network*. The *connection customer* may enter into a separate agreement with Ausgrid that allows them to temporarily exceed these limits.

This Appendix imposes requirements that the *connection customer* must meet in relation to its *electrical installation*. The *connection customer* must take reasonable steps to ensure that its electrical appliances connected to the *electrical installation* do not result in the customer not complying with the requirements specified in this Appendix.

These limits should be read in context with the relevant standards that describe how to apply them.

B1 Harmonic Emission Limits

The *electrical installation* will be considered to meet the automatic access standards for harmonic emissions if:

- (a) It has a total voltage harmonic distortion of (VTHD) of less than ___% AND
- (b) All individual current and voltage harmonics fall within the limits in the following table:

Harmonic h	Limit (A)	Limit (% V)	Harmonic h	Limit (A)	Limit (%V)
--	--	--	21		
2			22		
3			23		
4			24		
5			25		
6			26		
7			27		
8			28		
9			29		
10			30		
11			31		
12			32		
13			33		
14			34		
15			35		
16			36		
17			37		
18			38		

19				39		
20				40		

B2 Flicker Emission Limits

The *electrical installation* will be considered to meet the automatic access standards for flicker emissions if the short time and long time limits respectively are less than the following:

P _{st}	
P _{lt}	

B3 Unbalance Emission Limits

The *electrical installation* will be considered to meet the automatic access standards for unbalance if:

- (a) Their voltage unbalance emission (E_{ui}) is less than ___% AND
- (b) Their negative sequence current emission (E_{l2i}) is less than ___ Amps.