

Model Standing Offer

Standard Connection Services – Ausgrid off-site augmentation works



Important notes:

1. You must formally accept *Ausgrid's connection offer* by signing the Acceptance Form component of the Connection Offer and Acceptance and returning it to *Ausgrid* within 45 *business days* of the date of the offer, except where you apply for an *expedited connection*.
2. If you apply for an *expedited connection* and indicate that an offer in the form of this model standing offer would be acceptable, and if *Ausgrid* determines that your chosen model standing offer is appropriate to the *connection* you seek, *Ausgrid* will send you a *contract notification letter*. This means that a *connection contract* is already in place and you do not have to accept *Ausgrid's connection offer*.

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 in relation to an *expedited connection*, on the date *Ausgrid* receives the *connection application*. 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.

Where *Ausgrid* determines that its **model standing offer for standard connection services – off-site augmentation works** applies to your proposed or existing *connection*, it makes a *connection offer* in the form of this document. This is the model standing offer we use when you have applied for a *new connection* or *connection alteration* where:

- before the *premises* can be *connected*, the *distribution network* must be *augmented*;
- *Ausgrid* will design and construct all *augmentation works* at its cost; and
- none of *Ausgrid's* *augmentation works* will be conducted on the *premises*.

The *connection services* required for this kind of *connection* are *standard connection services*.

Ausgrid may modify connection details proposed in the connection application

Ausgrid may require some modifications to the *connection details* you have requested. For example, if it assesses that a different *connection point* or *point of common coupling* from those specified in the *connection application* is more appropriate, *Ausgrid* will state in the *connection offer* or *contract notification letter* the *connection point* or *point of common coupling* it will agree to.

Please note that if you have applied 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 *capacity* than the Proposed Maximum Demand that you applied for. 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*.

If you wish to know beforehand whether *Ausgrid* will require modifications to the *connection details* in the *connection application*, whether a site inspection will be needed and if so, what the fee will be, 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>.

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.

The maximum *capacity* approved by *Ausgrid* may be revised by *Ausgrid* downwards after five years, or at any earlier time if you agree, if the maximum *capacity* has not been achieved and *Ausgrid* requires the unused *capacity* to relieve a *network constraint*. By accepting this *connection offer*, you agree that *Ausgrid* may reduce the maximum *capacity* in the future. If you disagree with this

¹ All words in italics are defined in the Dictionary at clause 19 of the *connection contract* that forms part of this offer.

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

approach, you can choose not to accept the offer and elect to negotiate a negotiated connection contract with *Ausgrid*

Retail contract

A *retail contract* with a *retailer* must be in place before *Ausgrid* will issue a meter (if required) to your *ASP/2* and permit the *connection* to be made and *electrified*.

Documents forming the connection contract

Ausgrid's connection offer will consist of the *connection contract* and 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 with the *connection* on the terms offered by *Ausgrid*, you must accept *Ausgrid's connection offer* within 45 *business days* of the date the offer was made; or
- a *contract notification letter*, which *Ausgrid* sends if you have requested an *expedited connection* and where applicable, sets out any modifications to one or more of the *connection details* 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 ongoing *connection services* 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 *connection contract* and relate to such matters as the maximum *capacity* of the *connection*, the *connection point* and the *point of common coupling*.

Explanatory material

Appendix A to the *connection contract* contains further explanatory material about *Ausgrid's connection services*, the *contestable connection 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*. The assets are operated and maintained by *Ausgrid* under a sub-lease arrangement with the *Network Lessee*. Appendix A also provides a brief explanation of these arrangements.

Connection Charges

As specified in clause 8 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.

Offer to Provide Standard Connection Services

– Ausgrid off-site augmentation works

Connection Offer



NMI:
Premises address:

This offer is made on _____ day of _____ 20____

By *Ausgrid* of 570 George Street, Sydney NSW

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

in respect of the *premises* referred to above

to provide *standard connection services* on the terms set out in the attached Contract for Standard Connections - Ausgrid off-site augmentation works and is open for acceptance for 45 *business days*.

The *connection details* for the contract are the details in your *connection application*, [as modified by *Ausgrid* in the items below.]

Ausgrid will permit the maximum *capacity* of the *connection at the connection point* to be _____ Amps. See also clause 3 of the *connection contract*.

The *connection point* is _____

The *point of common coupling* is _____

You are required to pay *Ausgrid's site inspection fee* of \$ _____ 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.

It is a precondition of *connection* that the customer make a contribution of \$* _____ to the *pioneer scheme* referred to in clause 8.4 of this contract.

As specified in clause 8 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.

Ausgrid determines the maximum allowable *capacity* of the *connection* and may revise the permitted *capacity* downwards after five years, or at any earlier time if you agree, if the maximum has not been achieved in order to relieve a *network constraint*. See the maximum *capacity* stated above and refer also to clause 3 of the *connection contract*. If you disagree with this approach, you can choose not to accept this *connection offer* and elect to negotiate a negotiated connection contract with *Ausgrid*.

This offer does not relate to *relocation works*. See clause 3.9 of the *connection contract*. If you have indicated in your *connection application* that you wish to *relocate* existing *distribution network* 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 17.4(e).

Acceptance of Connection Offer



Standard Connection Services – Ausgrid off-site augmentation works

NMI:

Premises address:

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

Signed by the *connection applicant*

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

Name of *Connection Applicant*

Full name of signatory

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*) and including in relation to the billing and payment of *connection charges*.

Where this *connection application* is being made on behalf of a *retail customer* or *real estate developer*, I declare that I have obtained the authority of that person to accept this offer on their behalf.

Signature

- 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:
Contract for expedited standard connection services -
Ausgrid off-site augmentation works

Ausgrid is pleased to inform you that it has approved your application for **connection services** in respect of the *premises* referred to above.

The services that you have applied for are *standard connection services*.

Ausgrid provides *connection services* of the kind required for this *connection* in accordance with our standard connection contract known as **Contract for standard connection services - Ausgrid off-site augmentation works**. You indicated in the *connection application* that you have elected for an *expedited connection* 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 for standard connection services -Ausgrid off-site augmentation works commenced on the date *Ausgrid* received your *connection application*.

[The *connection details* for the contract are the details in your *connection application*, [as modified by *Ausgrid* in the items below.]

The permitted maximum *capacity* of the *connection* is Amps. See also clause 3 of the *connection contract*.

The *connection point* is

The *point of common coupling* is

Ausgrid determines the maximum allowable *capacity* of the *connection* and may revise the permitted *capacity* downwards after five years, or at any earlier time if you agree, if the maximum has not been achieved in order to relieve a *network constraint*. See clause 3 of the contract.

Ausgrid and the *connection customer* are the parties to the contract. If you have applied for the *connection* on behalf of another person who requires the *connection*, you have entered into the contract 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 an electricity *retailer*. The *National Meter Identifier (NMI)* at the top of this letter should be provided to the *retailer*.

Ausgrid will not issue a job number until the chosen *retailer* notifies *Ausgrid* that a *retail contract* has been entered into. The job number authorises the release of a meter to your *accredited metering provider* and can be used to pick up a suitable meter from *Ausgrid*.

This contract does not relate to *relocation works*. See clause 3.9 of the *connection contract*. If you have indicated in your *connection application* that you wish to *relocate* existing *distribution network* assets, *Ausgrid* will notify you separately whether or not it will permit the *relocation*.

You are required to pay *Ausgrid's site inspection fee* of \$ _____ in accordance with rule 5A.D.4. A tax invoice for that sum will be sent to you.

It is a *precondition of connection* that the customer make a contribution of \$* _____ to the *pioneer scheme* referred to in clause 8.5 of this contract. This sum must be paid before the *connection* is *electrified*.

As specified in clause 8 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.

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

Yours faithfully

.....(signature)

..... (position)



Contract for standard connection services -
Ausgrid off-site augmentation works



SCOPE

This contract is between *Ausgrid* and a *connection customer* where off-site *augmentation* works are needed before the *premises* can be *connected* to the *distribution network*. *Ausgrid* will perform the *augmentation* works (which will all be conducted outside the *premises*).

WARNING

It is the responsibility of the user of this document to ensure that the current version is used. *Ausgrid* may amend this document at any time, 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	Initial Issue
2	Sept 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 May 2018	Head of Asset Investment	AER approved update incorporating Power of Choice legislation.
7	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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All correspondence should be directed to:

Head of Asset Investment
Ausgrid
GPO Box 4009
SYDNEY NSW 2001

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THIS CONTRACT IS:

BETWEEN

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

AND

THE CONNECTION CUSTOMER stated in the *connection application* (the *connection customer*)

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 **Model Standing Offer to Provide Standard Connection Services – Ausgrid off-site augmentation works** 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 on behalf of the *connection customer*, either completing and returning to *Ausgrid* the acceptance of connection offer form, or by requesting an *expedited connection* and indicating in the *connection application* that the model standing offer referred to above is acceptable.

Operative provisions

1 The contract

1.1 Defined terms

All terms in italics are defined in the Dictionary at clause 19.

1.2 Contract documents

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 an *expedited connection* has not been requested, the *connection offer*; and
- (f) where the *connection applicant* requested an *expedited connection* and indicated that *Ausgrid's Model Standing Offer to Provide Standard Connection Services – Ausgrid off-site augmentation works* is acceptable, *Ausgrid's contract notification letter*.

1.3 Commencement date

The contract commences:

- (a) if the *connection applicant* does not request an *expedited connection*, on the date *Ausgrid* receives the acceptance of its *connection offer*; or
- (b) if the *connection applicant* requests an *expedited connection*, on the date *Ausgrid* receives the *connection application*.

1.4 The connection applicant and the connection customer

- (a) This contract is between *Ausgrid* and the *connection customer* (also referred to in this contract as “you” where convenient).
- (b) If you (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

- (a) On the same date as this contract commences, another contract, known as *Ausgrid's Deemed Standard Connection Contract*, is also formed. It is a standard form contract containing the model terms and conditions for *connection contracts* set out in Schedule 2 of the National Energy Retail Rules.
- (b) The Deemed Standard Connection Contract establishes the terms on which *Ausgrid* will provide ongoing services to the *retail customer* at the *premises* once the *connection* is established. It applies when the *retail customer* begins to take supply of electricity.
- (c) Some terms and conditions of this contract are continuing obligations which means that the *retail customer* for the *premises* must comply with these terms and conditions after the *connection* has been *electrified*. The obligation to comply with these terms and conditions is contained in clause 3.3 of *Ausgrid's Deemed Standard Connection Contract* and are additional terms of that contract.

1.6 Site specific conditions

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

2 Connection customer's warranties

2.1 The connection application

- (a) As the *connection customer*, you warrant that you:
 - (1) are aware of the terms and conditions of this contract; and
 - (2) if you are not the *connection applicant*, have authorised the *connection applicant* to make the *connection application* on your behalf.
- (b) You also warrant that:
 - (1) all details in the *connection application* are correct;
 - (2) the *connection* will be made entirely in accordance with this contract; and
 - (3) if you are not the *connection applicant*, the *connection applicant* accepted the *connection offer* or requested an *expedited connection* with your knowledge and consent.
- (c) You acknowledge that if you breach any of the warranties in this clause 2, *Ausgrid* may terminate the contract.

2.2 The importance of early consultation with Ausgrid

You acknowledge that *augmentation* works may take considerable time to design and construct and that if you did not take this into account before the *connection application* was made and if you do not allow for it in your development schedule, it may be impossible for *Ausgrid* to design, install and *electrify* the necessary *augmentation* works by the date you wish to receive the amended supply you have requested.

2.3 Time to design and perform network augmentation

You acknowledge that if you or your agents fail to comply with any provision of this contract that relates to *Ausgrid's* performance of its *connection services*, *Ausgrid* may rely on clause 16.1 to cease providing you with the *connection services* under this contract.

2.4 Your obligation to select and install appropriate equipment

- (a) You acknowledge and agree:
 - (1) if you or your *electrical professionals* install equipment that, after *connection*, causes interference to the electricity equipment that we operate or to the electricity we supply to any *retail customer* at any *premises*, *Ausgrid* may *disconnect* the *premises* and require the equipment causing the interference to be rectified at your cost;³

³ Clause 7, Ausgrid's deemed standard connection contract.

- (2) to take reasonable steps to ensure that your *electrical professionals* select and install equipment that will not or will not be likely to cause such interference;
 - (3) if *Ausgrid* informs you before or after *connection* occurs that in its reasonable opinion any equipment installed at the *premises* will cause or is likely to cause such interference, you will take such steps as are reasonably necessary to ensure that no such interference occurs; and
 - (4) that *Ausgrid* may *disconnect* the *premises* if after the *connection* is *electrified* you do not comply with *Ausgrid's* reasonable requirements under this clause.
- (b) This clause 2.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

3 The connection

3.1 Description of connection

- (a) This contract is concerned with establishing a new *connection* or altering an existing *connection* between the *distribution system* and the *electrical installation* at the *premises* identified in the *connection application*.
- (b) A *connection* is a physical link that allows electricity to pass from the power lines that we operate to the *premises* at a *connection point*, which is the point at which the *distribution system* ends and the *electrical installation* begins.
- (c) The *connection customer* funds, owns and maintains the *electrical installation* and the *connection link*. The *energy laws* also require the *connection customer* to fund *premises connection assets* that need to be installed or altered before the *new connection* or *connection alteration* can be made. However, after *connection*, the *Network Owner* owns the *premises connection assets*, which will be leased to the *Network Lessee* and sub-leased to, and maintained by, *Ausgrid*.
- (d) Before the *connection* between your *premises* and the *distribution system* can be *electrified*, *Ausgrid* needs to *augment* the *distribution network* at its own cost, either by extending the geographic footprint of the network or by increasing its *capacity*.
- (e) *Ausgrid*, acting reasonably and due to *distribution system* planning and operational reasons, may modify the *connection details* specified in your *connection application*. Where it modifies the *connection details*, it states the relevant *connection details* in the *connection offer* or *contract notification letter*.

3.2 The connection application contains the connection details

- (a) The details in the *connection application* are the *connection details* for this contract unless *Ausgrid* has decided on different *connection details* and stated them in the *connection offer* or *contract notification letter*.
- (b) If prior to the date of *connection* there is any change to the *connection* proposed in the *connection application*, you must make a new *connection application*.
- (c) You must ensure that the *connection* must comply in all respects with the *connection details*.
- (d) 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:
 - (1) *disconnect* the *premises* in accordance with the *energy laws*; and/or
 - (2) terminate the contract in accordance with clause 17.3.
- (e) 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.
- (f) This clause 3.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

3.3 Maximum capacity of connection

- (a) Subject to clauses 3.4 and 4, the maximum *capacity* of the *connection* is the Proposed Maximum Demand specified in the *connection application* except where modified by *Ausgrid* and noted in the *connection offer* or the *contract notification letter*.
- (b) 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 Maximum capacity of connection for multi-occupant premises

- (a) A common service connection is a *connection* to the *distribution system* through which other premises of retail customers located at the same location *connect* to the *distribution system*.

Common service connection requirements

- (b) Where the *connection* is a common service connection, the maximum *capacity* of the common service connection is the Proposed Maximum Demand specified in the *connection application* unless the *contract notification letter* or *connection offer* specifies a different *capacity*.
- (c) Where the *connection* is a common service connection, the *connection customer* must ensure that the maximum demand of the installation will not exceed the maximum *capacity* of the common service connection.

Requirements where the connection is through a common service connection

- (e) Where the *connection* is not a common service connection but is connected to the *distribution system* through a common service connection, *Ausgrid* will nominate only the maximum *capacity* of the common service connection in the *contract notification letter* or *connection offer*.
- (f) The *connection customer* must ensure that the party responsible for the common service connection ensures that the maximum demand to be supplied through the common service connection will not exceed the maximum capacity of the common service connection.
- (g) In addition, the *connection customer* must ensure that the Proposed Maximum Demand specified in the *connection application* will not exceed the rating of the *electrical installation* between the common service connection and the *connection customer's* premises.
- (h) This clause 3.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

3.5 Connection point

- (a) In determining the *connection point*, *Ausgrid* takes into consideration the *connection point* proposed in the *connection application*, but due to *distribution system* planning and operational reasons, it may not agree to the *connection point* applied for.⁴
- (b) *Ausgrid*, acting reasonably, has determined the *connection point* 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*.
- (c) The *connection point* is the point stipulated in the *connection offer* or *contract notification letter* unless *Ausgrid* stipulates a different *connection point* in the *connection offer* or *contract notification letter*.
- (d) This clause 3.5 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

⁴ *Installation Rules* 1.5

3.6 Point of common coupling

- (a) In determining the *point of common coupling*, Ausgrid takes into consideration the *point of common coupling* proposed in the *connection application*, but due to *distribution system* planning and operational reasons may not agree to the *point of common coupling* applied for.⁵
- (b) Ausgrid, acting reasonably, has determined the *point of common coupling* 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*.
- (c) The *point of common coupling* is the point stipulated in the *connection offer* or *contract notification letter*.
- (d) This clause 3.6 is an additional term of Ausgrid's Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

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

- (a) The *dedicated premises connection assets* to be installed by the ASP/2 are:
 - (1) a new meter (if required); and
 - (2) new or altered *service mains* from the *point of common coupling* to the *connection point* (if required).
- (b) The ASP/2 will also install the *connection link* at the *connection customer's* expense.

3.8 Cost of the premises connection assets

- (a) Other than the meter, the cost of the *dedicated premises connection assets* is the cost charged to the *connection customer* by the ASP/2.
- (b) If Ausgrid provides a suitable meter (rather than the *retailer* as referred to in clause 6), the *connection customer* is ultimately responsible for the cost which is a fee set by the *regulator* but Ausgrid will bill the ASP/2. Details of the current *connection charges* are available on Ausgrid's website at http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf.
- (c) The cost of any minor variations from the standard specifications will also be the cost charged by the ASP/2.

3.9 Relocation of existing network assets

- (a) This contract does not relate to *relocation works*.
- (b) Details of any proposed *relocation* of existing *distribution network* assets included in the *connection application* are not *connection details* for the purpose of this contract. If such works are proposed, they must not be commenced without Ausgrid's express written permission.
- (c) Where the *connection* works require the *relocation* of *distribution network* 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* works under this contract.
- (d) If Ausgrid consents to *relocation works* proposed in the *connection application*, the *connection customer* must ensure that the ASP/2 or licensed electrical contractor performing *connection services* at the *premises* will co-operate with the person performing the *relocation works* to co-ordinate the *connection works* and *relocation works*.

4 Ausgrid determines the capacity of the connection

4.1 Maximum connection capacity when connection is established

- (a) 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.
- (b) 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 maximum *capacity* permitted by Ausgrid.⁶

⁵ *installation rules*, rule 1.5

⁶ This is a requirement of the *Service and Installation Rules*, section 4.7.

- (c) This clause 4.1 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

4.2 Review of load and reduction of maximum capacity

- (a) At any time after the fifth anniversary of the date the *connection* is *electrified*, or at an earlier time with the agreement of the *retail customer*, Ausgrid may review the maximum demand of the *premises*.
- (b) If:
 - (1) the maximum demand over the two years preceding the review is less than the maximum *capacity* permitted by this contract; and
 - (2) *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* in accordance with the notice requirements in clause 4.3.
- (c) If you disagree with *Ausgrid's* reduction in your maximum *capacity*, you can raise a dispute in accordance with clause 14.
- (d) *Ausgrid* may rely on this clause to ensure that *capacity* in excess of the needs of the *premises* is not reserved and in particular may review the maximum demand if the use of the *premises* changes.
- (e) This clause 4.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract and a *site specific condition*.

4.3 Notice of reduction of maximum capacity

- (a) If *Ausgrid* reduces the maximum *capacity* of the *connection* at the *premises*, it must:
 - (1) send written notice of the revised maximum *capacity* to the *retail customer*; and
 - (2) record the revised maximum *capacity* of the *connection* in its register of site-specific conditions.
- (b) If the *connection customer* does not agree with the proposed change to the *capacity*, the customer may submit a *connection application* to *Ausgrid* for a *connection alteration* referred to in clause 4.4.
- (c) This clause 4.3 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

4.4 Application for connection alteration

- (a) 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.
- (b) A new *connection application* must be made if *Ausgrid* has reduced the *capacity* of the *connection* in accordance with clause 4.2.
- (c) This clause 4.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

5 Ausgrid's standard connection services

5.1 Pre and post connection services

- (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 *standard connection services* provided by *Ausgrid* under this contract consist of all pre-*connection* and post-*connection* services necessary to establish the *connection*.
- (b) Pre-*connection services* include:
 - (1) conducting a site inspection (site inspection);

- (2) *ancillary services* including:
 - (i) site establishment;
 - (ii) connection offer services;
- (3) supplying a meter (if applicable) to an *ASP/2* (see clause 10);
- (4) installing a *CT meter* if required(see clause 10).
- (c) Post-connection services may include the following:
 - (1) *ancillary services* including:
 - (i) connection offer services;
 - (ii) inspecting the premises connection assets installed by your *ASP/2* and/or the *electrical installation* installed by your licensed electrical contractor at the *premises* (inspection of service work);
 - (ii) if required, re-inspecting defective work (re-inspection); and
 - (2) receiving and processing the Certificate of Compliance for Electrical Work lodged by your licensed electrical contractor (in relation to the *electrical installation*), Notification of Service Work lodged by the *ASP/2* (in relation to the installation or replacement of *service mains*) and (where applicable) Special Notification of Service Work lodged by your *accredited metering provider* in respect of metering; and
 - (3) providing its consent to *electrification* (also referred to as permitting the *connection*).
- (d) The timeframes within which *Ausgrid* will provide these services in respect of the *premises* are set out in clause 7.
- (e) If the *connection customer* or any existing or incoming retail customer requests it, *Ausgrid* will provide specific information about the *connection*.
- (f) In relation to or in addition to the *augmentation works* *Ausgrid* will perform as referred to in clause 3.1(d), it undertakes to provide the *standard connection services* set out in clauses 5.2 to 5.6.
- (g) Clause 8 sets out the *connection charges* payable in relation to these *standard 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>.

5.2 Consultation with you

- (a) As soon as is reasonably practicable after the *connection contract* commences, *Ausgrid* will confer with you and/or your *electrical professionals* concerning:
 - (1) the *connection*;
 - (2) the design and construction of *Ausgrid's augmentation works*;
 - (3) (if *Ausgrid* considers it necessary) the design and construction by your *electrical professionals* of any particular component of the *electrical installation* at the *premises*;
 - (4) the co-ordination of *Ausgrid's augmentation works* and work on your *electrical installation* and *premises connection assets*⁷ (if such consultation has not already taken place); and
 - (5) the *date for connection*.
- (b) Until the *premises* are connected to the *distribution system*, you and *Ausgrid* must consult and co-operate as is reasonably necessary in order to ensure that your *electrical installation* may be safely connected to the *distribution system* by the *date for connection* (as varied in accordance with clause 5.3).
- (c) You must make reasonable endeavours to ensure that your *electrical professionals* confer and consult as may be appropriate.

5.3 Date for connection

- (a) After consulting with you in accordance with clause 5.2, *Ausgrid*, acting reasonably, will determine a *date for connection*.
- (b) In determining the *date for connection*, *Ausgrid* will take into account:

⁷ See *premises connection assets* in the Dictionary at clause 19.2 for distinction between *premises connection assets* and *augmentation works*.

- (1) any indication you have given it of the date or dates on which you aim to *connect*; and
 - (2) the time *Ausgrid* reasonably estimates it will take to complete the *augmentation* works required for your *connection*.
- (c) If during the term of this contract:
- (1) you notify *Ausgrid* that the *electrical installation* and/or *premises connection assets*; or
 - (2) *Ausgrid* notifies you that its *augmentation* works, will not be ready for *connection* by the *date for connection*, *Ausgrid*, acting reasonably, will determine and notify you in writing of a new *date for connection* and that date will apply unless further amended in accordance with this clause.
- (d) *Ausgrid* will not be liable to you for any costs, claims or damages arising out of *Ausgrid's* determination of the *date for connection* or any revision of it unless *Ausgrid's* decision was made unreasonably.

5.4 Design and timeframes for design

- (a) *Ausgrid* is responsible for designing the *augmentation* works.
- (b) *Ausgrid* will begin the design on the latest of these dates:
- (1) five *business days* after *Ausgrid* receives the acceptance of its *connection offer* or, if the connection is expedited, 15 *business days* after this contract commences;
 - (2) five *business days* after receiving written notification from you that *development works* have commenced at the *premises*; or
 - (3) such later date as *Ausgrid*, acting reasonably, considers sufficient to enable it to comply with its contractual obligations in respect of the *connection*.
- (c) *Ausgrid* will not begin any design work until it receives notification under paragraph (b) and it will rely on clause 16.1 to suspend the performance of the *standard connection services* if as a result of not receiving notification, the *date for connection* is not met.

5.5 Statutory notices and community consultation

- (a) *Ausgrid* is required under section 45 of the Electricity Supply Act 1995 (NSW) to give the local council advance notice of its intention to construct *electricity works*, which for the purposes of this contract are the *augmentation* works, and to take into account any submission made by the council within 40 days of the notification date.
- (b) *Ausgrid* must notify the local council as soon as is reasonably practicable after the design of the *augmentation* works is complete.
- (c) If *Ausgrid* plans to install a substation or develop an existing one, it will (as required by the *planning legislation*)⁸ notify the local council and the occupiers of adjoining land and take into account any submission it receives within 21 days of the notification date.
- (d) *Ausgrid* must notify telecommunications companies if its proposal requires them to relocate any telecommunications asset located on or in the *distribution system*.
- (e) *Ausgrid* must also notify any public authority or utility whose assets may be affected by *Ausgrid's* *augmentation* works and reach agreement with them concerning the treatment of those assets.
- (f) *Ausgrid* will give the requisite notices as soon as reasonably practicable and in any case within five *business days* after it has completed the design of the *augmentation* works.
- (g) If you request it, *Ausgrid* will inform you at reasonable intervals of the progress of any consultation referred to in this clause.

5.6 Environmental impact assessment

- (a) *Ausgrid* is required under the *planning legislation*⁹ to assess the environmental impacts of its proposed works before it determines that the works may proceed.
- (b) *Ausgrid* may need to obtain the consent or concurrence of *authorities* before it can determine that the works may proceed.
- (c) *Ausgrid* will:

⁸ State Environmental Planning Policy (Infrastructure) 2007, Part 2, Division 1 and clause 42.

⁹ Part 5 of the Environmental Planning and Assessment Act 1979 (NSW).

- (1) commence its environmental impact assessment within five *business days* after it has completed the design of the *augmentation works*; and
 - (2) if necessary, seek the consent or concurrence of *authorities* within five *business days* after establishing that such consent or concurrence is required.
- (d) If you request it, *Ausgrid* will inform you at reasonable intervals of the progress of any application for consent or concurrence referred to in this clause.

5.7 Determination that works may proceed

- (a) *Ausgrid* may not determine that *augmentation works* may proceed until it has:
- (1) taken into account any submission made in connection with the notifications referred to in clause 5.5;
 - (2) received all necessary consents or concurrence from *authorities* sought in accordance with clause 5.6; and
 - (3) made any modifications to the design of the *augmentation works* either required as a condition of an *authority's* consent or concurrence or adopted by *Ausgrid*, acting reasonably, in response to any submission or in the exercise of its obligations under the *Electricity Supply Act 1995* (NSW) or the *planning legislation*.
- (b) *Ausgrid* will determine that its *augmentation works* may proceed as soon as is reasonably practicable after the provisions of paragraph (a) have been fulfilled and, acting reasonably, it is satisfied that there is no legal impediment to performing the works.
- (c) In response to reasonable enquiries, *Ausgrid* will inform you of any delay that is affecting or may affect the commencement, performance or completion of its *augmentation works*.

5.8 Construction of the premises connection assets

Ausgrid will perform its *augmentation works* as soon as is reasonably practicable after it has made its determination in accordance with clause 5.7 and in accordance with the timeframes referred to in clause 7.

5.9 Ausgrid's inspection services

Ausgrid will inspect all *electrical installations* and *premises connection assets* for *premises* with a *connection capacity* exceeding 100 Amps prior to *connection* in accordance with clause 7.3.

6 Contestable connection services

- (a) The *contestable connection services* required to establish a new or altered *standard connection* between the *premises* and the *distribution system* are the installation or replacement of those *premises connection assets* that are needed in order to enable the requested *connection* to be made and may be provided by an *ASP/2*.
- (b) For *connections* under this contract, the necessary *premises connection assets* are a meter and *service mains*.
- (c) The *connection customer* is also responsible for providing a *connection link* which is part of the customer's *electrical installation*.
- (d) If a meter or meters relate to a type 5 or 6 metering installation (as determined by the *rules*), *Ausgrid* will provide them in accordance with clause 11 but you are required to arrange for their installation by a *ASP/2* and fund the cost of the meter. Details of the current cost of meters are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.
- (e) Meters for types 1,2, 3 and 4 metering installations (as determined by the *rules*) are provided by *retailers* at the customer's expense and installed by *accredited metering providers*. If you engage an *accredited metering provider* to install your meter(s), you must ensure that person also holds *Ausgrid authorisation* to work on or near the *distribution system*.
- (f) In New South Wales, the installation or alteration of *premises connection assets* is a *contestable connection service* that must be performed by an *ASP/2* who holds current *Ausgrid authorisation*.

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

7 Time frames for Ausgrid's connection services

7.1 Standard connection services

Ausgrid provides the *standard connection services* in accordance with the following timeframes:

- (a) in relation to the services referred to in clauses 5.1(b)(1) and (2), prior to commencement of this contract or in the case of *expedited connections* in the ten *business days* following commencement of this contract;
- (b) in relation to the provision of a meter referred to in clause 5.1(b)(3) and (4), in accordance with clause 10;
- (c) in relation to the services referred to in clauses 5.1(c)(1) and (2), as soon as practicable after *Ausgrid* is notified that these services are required;
- (d) in relation to consent to *electrification* referred to in clause 5.1(c)(3), when all *preconditions to connection* listed in clause 16.2 have been satisfied;
- (e) in relation to the services provided under clauses 5.2 to 5.9, in accordance with those clauses.
- (f) You must arrange for the *connection* to be *electrified* by your *ASP/2*.

7.2 Duration of Ausgrid augmentation works

- (a) As soon as reasonably practicable after *Ausgrid* has determined its proposal to perform the *augmentation works* in accordance with clause 5.7 and at the latest within five *business days* of the determination, it will provide you with an estimate of the duration of the *augmentation works*.
- (b) At your request and at reasonable intervals, *Ausgrid* will provide you with updates on the progress of the *augmentation works*.
- (c) *Ausgrid* will notify you when its *augmentation works* are complete.

7.3 Ausgrid's inspection services

- (a) *Ausgrid* must inspect all new work on or changes to the *electrical installation* over 100 Amps prior to *connection*, including:
 - (1) *consumer's mains* and switchboards, sub-mains and sub-boards where the rating at these points exceeds 100 Amps; and
 - (2) changes, if any, to *CT metering*.
- (b) For *premises* requiring *capacity* over 100 Amps, you must take reasonable steps to require your licensed electrical contractor to submit the Certificate of Compliance of Electrical Work before an appointment for inspection is made with *Ausgrid*. You acknowledge that the *premises* will not be *connected* until that form has been lodged and the appointment has been made.
- (c) Any *major defect* revealed in the inspection must be rectified before the *connection* will be *electrified*.
- (d) You must take reasonable steps to require that your *ASP/2* submits the Notification of Service Work as soon as reasonably practicable the *connection* has taken place.
- (e) If any defect is found in the *premises connection assets* or the *electrical installation*, it 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 person responsible for the rectification work must notify *Ausgrid* when the work has been completed and is ready for reinspection. However, if your *ASP/2* or licensed electrical contractor is satisfied that the defect has been rectified, he or she may re-connect the previously defective portion of the *premises* prior to *Ausgrid's* re-inspection.
- (f) *Ausgrid's* re-inspection is performed as a routine matter without the *ASP/2*, the licensed electrical contractor 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).
- (g) Details of the current *connection charges* are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~./media/Files/Connections/ConnectionCharges.pdf>.

8 Ausgrid's connection fees and charges

8.1 Ausgrid's connection charges

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

- (a) fees for *alternative control services* (referred to in clause 8.3 below) provided under this contract;
- (b) a *site inspection fee* (referred to in clause 8.4 below); and
- (c) where applicable, a contribution to a *pioneer scheme* (referred to in clause 8.5 below).

The *connection charges* do not include *network charges* for ongoing *connection services*.

Details of the current *connection charges* (other than *network 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.

8.2 Billing arrangements

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

- (a) charges for *alternative control services* are billed to you or if applicable, an *electrical professional* acting on your behalf unless the charge is referred to in paragraph (d);
- (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*.

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 a 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 *standard 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>.

8.3 Connection charges for alternative control services

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

Not all charges for metering services provided by Ausgrid to you are payable as *connection charges*. The only metering services provided by Ausgrid under this contract and for which *connection charges* are payable are:

- (a) the provision of a meter (if applicable) and
- (b) the installation of a *CT meter*.

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*. Meter reading and meter maintenance services are provided under the deemed standard connection contract and are payable as *network charges*.

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

8.4 Site inspection fee

- (a) If *Ausgrid* reasonably needs to make a site inspection in order to determine the nature of the *connection service* you are seeking, it is entitled to charge a *site inspection fee* to cover its reasonable expenses. *Ausgrid's* current *site inspection fees* are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.
- (b) 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.
- (c) The actual *site inspection fee* (if any) payable under this contract is set out in the *connection offer* or *contract notification letter*.
- (d) If this contract is for an *expedited connection*, you agree to pay the *site inspection fee*. You acknowledge that *Ausgrid's* actual charge is available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

8.5 Pioneer schemes

- (a) 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*.
- (b) No contributions to any *pioneer schemes* will be payable under this contract unless:
 - (1) *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
 - (2) 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.
- (c) You may ascertain whether a contribution to one or more *pioneer schemes* is required 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>.
- (d) Where this clause applies, payment of the amounts stated in the *connection offer* or *contract notification letter* is a *precondition to connection*.
- (e) 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*.
- (f) 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>.

9 The premises connection assets

9.1 Responsibility for installing premises connection assets

- (a) Subject to clause 3.7, for the purposes of this contract *Ausgrid* is responsible for:
 - (1) designing and constructing all new or altered *premises connection assets* in the *distribution network*; and
 - (2) if applicable:

- (A) providing a suitable meter for installation by your *ASP/2* at your cost; or
 - (B) providing and installing *CT meter* at your cost.
- (b) The *connection customer* is responsible for providing and installing the *premises connection assets* referred to in clause 3.7 and for engaging an *ASP/2* holding current Ausgrid *authorisation* to install the *premises connection assets*.

9.2 Acquisition of premises connection assets on connection

- (a) Subject to clause 9.3 or 9.4 (as applicable) ownership of the *premises connection assets* installed by your *ASP/2* is transferred to the *Network Owner* when those assets are *electrified*.
- (b) You must do everything reasonably practicable to ensure that the *Network Owner* will acquire those assets without challenge to its rights of ownership and you will do all things reasonably open to you and necessary to ensure the *Network Owner's* ownership is not open to challenge.
- (c) In the event of any challenge to the *Network Owner's* ownership of the *premises connection assets*, you will, at no cost to *Ausgrid*, do everything *Ausgrid* reasonably requests to assist it in asserting the *Network Owner's* title to the assets, including obtaining the assistance of your *ASP/2*.

9.3 Cross-property service mains

- (a) 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*.
- (b) In that case, *Ausgrid* will agree to the *connection* only on condition that the *Network Owner* acquires secure tenure for the *service mains* that will be erected on *other land*.
- (c) You must ensure that the *connection* is not made unless:
 - (1) *Ausgrid* has given explicit consent in writing to the location of the *service mains*; and either
 - (2) the registered proprietor of the *other land* has registered at *LPI* an easement *instrument* in favour of the 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

 - (3) 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.
- (d) If clause (c)(3) 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 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*).
- (e) This clause is a *precondition to connection*.
- (f) If *electrification* occurs before the requirements of this clause have been satisfied, the *Network Owner* will not accept ownership of the *service mains*.
- (g) You acknowledge and agree that if the *connection* is *electrified* before the requirements of this clause have been satisfied, *Ausgrid* may:
 - (1) terminate the contract; and
 - (2) *disconnect* the *premises*.
- (h) You also acknowledge that if clause (c)(2) or (c)(3) has not been satisfied, the owner of the *other land* may require you to remove the *service mains*.

9.4 Consumer's mains on other land

- (a) 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's mains* on *other land*.
- (b) In that case, *Ausgrid* will not permit the *connection* unless the following instruments have been registered by *LPI*:
 - (1) an easement over the *other land* in favour of the *premises*; and
 - (2) if the *consumer's mains* are *shared consumers mains*, 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.
- (c) This clause is a *precondition* to *electrification* of the *electrical installation*.
- (d) 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*.
- (e) You acknowledge and agree that if the *connection* is *electrified* before the requirements of this clause have been satisfied, *Ausgrid* may:
 - (1) terminate the contract; and
 - (2) *disconnect* the *premises*.
- (f) You also acknowledge that if paragraph (a) and if applicable, paragraph (b) have not been satisfied, the owner of the *other land* may require you to remove the *consumer's mains*.

10 Metering

10.1 Metering must be installed at the premises

You must ensure that before the *connection* is established, a meter or meters to measure electricity use at the *premises* have been installed.

10.2 Requirements for meter installation

- (a) You must ensure that your *electrical professional* ensures that the metering arrangements comply with Section 4 of the *Service and Installation Rules* and Chapter 7 of the *rules*.
- (b) You must ensure that your *electrical professional* locates the meter(s) as stipulated in the *Service and Installation Rules* unless *Ausgrid* has agreed to an alternative arrangement under those rules.

10.3 Ausgrid will provide certain meters

- (a) If the metering installation is a type 5 or type 6 metering installation (as determined by the *rules*) *Ausgrid* will provide the minimum number of meters required for accurate measurement of electricity use at the *premises* at a fee set by the *regulator* (see clause 8). When the *connection* requires *Ausgrid* to provide the meter, the metering installation will be a type 5 or type 6 metering installation. If you require further information on the type of metering installation for your *premises*, please contact *Ausgrid*.
- (b) The meters provided by *Ausgrid* have standard type 5 or type 6 configurations depending on the *premises* and the requirements of the *connection customer*. *CT metering* where required will also be a standard type 5 metering installation.
- (c) *Ausgrid* does not offer to provide meters other than those relating to types 5 and 6 as a component of its *connection services*. If the *connection* requires a meter for any other type of metering installation (that is, types 1, 2, 3 and 4), you must make the necessary arrangements with a *retailer*.

10.4 Qualifications for meter installation

- (a) Whole current meters for this *connection* must be installed by an *ASP/2* or *accredited metering provider*. By installing a meter provided by *Ausgrid*, the *ASP/2* is operating under *Ausgrid's* AEMO accreditation as an *accredited metering provider*.
- (b) If *CT metering* is required, *Ausgrid* will provide and install the *CT meter*. If *Ausgrid* is permitted to charge for this *alternative control service* in accordance with its *connection policy*, costs associated with this service will be charged to the *connection applicant* on your behalf.

- (c) The installation of all other components relating to *CT metering* which form part of the *electrical installation* must be installed by the *ASP/2*.

10.5 Precondition to supply of meter

Where *Ausgrid* supplies a meter or meters, it will make them available to the *ASP/2* two *business days* after receiving a meter supply request, but only if it has been given satisfactory evidence that a *retail contract* is in place for supply of electricity to the *premises*. Clause 12 of this contract also applies.

10.6 Breach of metering requirements

Ausgrid, acting reasonably, may refuse to *connect* or may *disconnect* the *premises* in the event that any metering requirement of this contract has been breached.

10.7 Embedded generating units and micro EG units

If there is a *micro EG unit* or an *embedded generating unit* on the *premises* or if the *connection customer* has applied for one, the metering provisions of the separate *connection contract* relating to that unit or units prevail over the provisions of this contract in the event of a conflict.

10.8 Force majeure in relation to the supply of meters

- (a) *Ausgrid* may from time to time be prevented by a *force majeure event* from issuing a meter or meters in accordance with this contract.
- (b) Where a *force majeure event* has arisen, *Ausgrid* will issue a *force majeure notice* to the *connection customer*.
- (c) Where *Ausgrid*, acting reasonably, has issued a *force majeure notice*, it will not be liable to the *connection applicant* or the *connection customer* for any delay arising as a result of the *force majeure event* referred to in the notice.

10.9 Precondition to provision of meter

- (a) Where *Ausgrid* supplies a meter or meters, it will make them available to the *ASP/2* only after it has received satisfactory evidence that a *retail contract* is in place for sale of electricity to the *premises*. Clause 12 of this contract also applies.
- (b) You acknowledge that without the required metering, the *premises* may not be *connected* to the *distribution system* and *Ausgrid* may refuse to *connect* the *premises* or permit the *connection* to be *electrified*.

10.10 Precondition to installation of meter

- (a) Where meters are not supplied by *Ausgrid*, you must do everything reasonably possible to ensure that they are not installed and *connected* until the *retail customer* at the *premises* has entered into a contract with a *retailer*.
- (b) Where the *premises* contain multiple units, a *retail contract* for electricity in areas of common property must be in place prior to *connection* of the *premises*.
- (c) You must ensure that your *ASP/2* is aware of the requirements of this clause.

11 Safety and technical requirements

11.1 Notification

You should notify your *electrical professionals* and/or switchboard manufacturer of the requirements of this clause as early as possible in your project.

11.2 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 11.

11.3 The main switchboard

- (a) You must ensure that the main switchboard is a manufactured switchboard that complies with AS/NZS 3000 Wiring Rules.

- (b) *Ausgrid* requires that drawings of the main switchboard be submitted for comment before manufacturing begins. *Ausgrid* may require them to be amended if they breach any reasonable technical or safety requirement.

11.4 Documents to be submitted to Ausgrid

- (a) You must ensure that the following documents are submitted to *Ausgrid* for assessment at least five *business days* prior to the *date for connection*:
 - (1) drawings of the main switchboard and *consumer's mains*;
 - (2) details of the Service Protection Device Settings; and
 - (3) proof of grading of service protection device with the substation fuse.
- (b) The drawings and details referred to in paragraph (a) must be amended to accord with any reasonable technical or safety requirement notified by *Ausgrid* to your *electrical professional*.

11.5 Compliance with rules and standards

- (a) You must ensure that the *electrical installation* and the *premises connection assets* comply with (as relevant):
 - (1) the requirements of the *Service and Installation Rules*;
 - (2) the *rules*, the market operations rules and any applicable metrology procedures made under the *rules* or the market operations rules;
 - (3) any requirements or standards specified by *Ausgrid* from time to time to ensure compliance with the *rules*;
 - (4) *Ausgrid's* Network Standards;
 - (5) if specified in Appendix B, specific power quality emission requirements applicable to the *electrical installation*; and
 - (6) 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:
 - (A) cause the *electrical installation* to be unsafe;
 - (B) cause the *electrical installation* or the *premises connection assets* not to comply with the conditions of this contract; or
 - (C) cause damage to the *distribution system* or another customer's *electrical installation* or equipment;
 - (7) relevant Australian Standards (including AS3000: Electrical Installations).
- (b) This clause 11.5 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

11.6 Fitness for safe operation

- (a) You must ensure that the *electrical installation* and the *premises connection assets* are fit for purpose in the following ways:
 - (1) safe operation in accordance with the *Electricity (Consumer Safety) Act 2004* (NSW) and the *Electricity (Consumer Safety) Regulation 2015* (NSW);
 - (2) pose no fire risk to the environment that surrounds the *premises*;
 - (3) comply with *connection 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);
 - (4) satisfy the requirement that all live parts remain properly insulated and protected against inadvertent contact with any person; and
 - (5) 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*.
- (b) This clause 11.6 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

11.7 Electrical Safety Rules

Work done on or near the *distribution system* must be done in accordance with *Ausgrid's* Electrical Safety Rules.

11.8 Customer must accommodate and protect equipment

You must take reasonable steps to ensure that the *connection customer* accommodates on the *premises* any *premises connection asset* that needs to be located there and protects it from harm.

12 Retail contract must be in place prior to connection

- (a) If the *connection* to the *premises* is new, the *connection customer* will need to enter into a *retail contract* with a *retailer* for the sale of electricity to the *premises* before the *premises* are *connected* to the *distribution system*.
- (b) You must take reasonable steps to ensure that the *connection* is not *electrified* until a *retail contract* is in place.
- (c) Where the *premises* contain multiple units, a *retail contract* for electricity in areas common property must be in place prior to *connection* of the *premises*.
- (d) Whether or not meters supplied by *Ausgrid* will be installed at the *premises*, you must notify *Ausgrid* when a *retail contract* is in place and you acknowledge that this is a *precondition to connection*.

13 Ausgrid access to premises

- (a) For the purposes of this clause, *premises controller* means the occupier of the *premises*, or if the *premises* are unoccupied, the person who has control of the *premises* whether under a construction contract or otherwise, and whether or not *the premises controller* has been appointed *principal contractor* for the purposes of the *work health and safety legislation*.
- (b) You must take reasonable steps to ensure that the *premises controller* permits authorised officers of *Ausgrid* to enter the *premises* at any reasonable time during daylight hours in order to conduct any necessary inspection or do anything relating to:
 - (1) any *connection service* provided or to be provided by *Ausgrid* under this contract;
 - (2) any breach or possible breach of *Ausgrid's* technical and safety requirements, the *energy laws* or this contract;
 - (3) any defect or possible defect in the *premises connection assets* or the *electrical installation*;
 - (4) any matter concerning the safety of the *electrical installation*, the *premises connection assets* or the *connection*; and
 - (5) in an emergency, to enter the *premises* at any time of day or night.
- (c) You must also ensure that the *premises controller* takes whatever steps are necessary to make the *premises* safe for contractors and personnel involved in undertaking the activities of *Ausgrid* under this contract.
- (d) This clause applies prior to the *connection* of the *premises* to the *distribution system* and in the case of multi unit developments, until all units in the *premises* have been *connected*.
- (e) If you do not ensure that the *premises controller* meets the requirements stipulated in this clause and as a result *Ausgrid* does not perform *standard connection services* on the *premises* or does not perform them by a date otherwise required under this contract, *Ausgrid* will rely on *rule 5A.F.6* to suspend provision of the services.¹⁰
- (f) Contractors and personnel involved in undertaking the activities of the *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 relevant personnel's authority.
- (g) *Ausgrid* is entitled to charge a fee for a follow up visit if you refuse to allow or prevent an authorised officer of *Ausgrid* 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

¹⁰ This provision of Chapter 5A of the National Electricity Rules states that "a *Distribution Network Service Provider* is not obliged to commence or continue with *connection work* if the *connection applicant* fails to comply with conditions that are to be complied with by the *connection applicant*."

financial year. The current details are available on Ausgrid's website at [https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf](https://www.ausgrid.com.au/~/media/Files/Connections/ConnectionCharges.pdf).

14 Dispute resolution

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

15 Events causing delay

15.1 Force majeure event

A *force majeure event* means any event outside a party's reasonable control, including:

- (a) adverse network circumstances, including but not limited to *load* conditions, equipment faults, failures or major incidents in the *distribution system*; third party damage to *distribution network* assets; safety incidents; industrial action; delay by any telecommunications or utility company or authority to relocate or otherwise deal with their assets as; Ausgrid's inability to obtain appropriate equipment, including meters, substation kiosks, transformers, switchgear, other substation equipment or cables unless Ausgrid's failure to obtain the equipment arose from Ausgrid's negligence;
- (b) adverse weather conditions, including but not limited to storms, cyclones, fire, flood, earthquake and weather conditions that lead Ausgrid, acting reasonably, to decide in the interests of customer comfort or customer safety that it should not interrupt electricity to the *premises* of other customers in order to *electrify* the *premises*;
- (c) a delay to Ausgrid's *connection services* resulting from an act or failure to act by an authority that has rights to consultation or rights of consent in relation to Ausgrid's *augmentation works* under this contract; and
- (d) any other event outside a party's reasonable control, including but not limited to explosion, natural disaster, sabotage, riots, malicious damage, act of a public or foreign enemy, terrorism, hostilities, invasion, war (declared or undeclared), civil war, rebellion, revolution, insurrection, military or usurped power, radioactive or toxic or dangerous chemical contamination, industrial action including strikes and boycotts, civil commotion, government directive, confiscation, nationalisation, requisition or damage to property by or under the order of any government.

15.2 Delay in the performance of Ausgrid's augmentation works

Provided Ausgrid complies with clause 15.4, it will not be responsible for any delay to any of Ausgrid's *augmentation works* under this contract resulting from a *force majeure event*.

15.3 Delay in the performance of other Ausgrid connection services

Provided it complies with clause 15.4, Ausgrid will not be responsible for any delay to any of Ausgrid's other *connection services* under this contract resulting from a *force majeure event*.

15.4 Force majeure notice

- (a) Neither party will be liable to the other for any delay resulting from a *force majeure event*.
- (b) If a party (**affected party**) wishes to rely on a *force majeure event*, that party must promptly give to the other party notice together with reasonable details of:
 - (1) the nature of the *force majeure event*;
 - (2) the obligations affected by it; and

- (3) an estimate of the time during which the *affected party* will be unable to carry out its obligations.
- (c) After giving such notice, the *affected party* must keep the other party regularly informed of relevant information relating to the *force majeure event*.
- (d) Both parties must use reasonable efforts to mitigate the effect of the *force majeure event*.

16 Connection of the premises, delay to the date for connection and force majeure

16.1 Limitation to the provision of standard connection services

- (a) *Ausgrid* is entitled to refuse to commence or continue to perform *standard connection services* if you have failed to comply with any of your obligations under this contract.¹¹
- (b) *Ausgrid* will refuse to *connect* the premises if you have not met any of your obligations under the contract.
- (c) *Ausgrid* will also rely on Rule 5A.F.6 of the *rules* to cease providing the *standard connection services* if as a result of any delay by you in meeting your obligations, the *date for connection* is delayed.

16.2 Preconditions to connection

Ausgrid will permit your *ASP/2* to *connect* the *premises* on the *date for connection* (as adjusted in accordance with clause 5.3, if applicable) if you (and your *electrical professionals* on your behalf) have complied with the conditions of this contract that constitute *preconditions to connection* which are:

- (a) payment by the person responsible of all *Ausgrid's connection charges* and *pioneer scheme* contributions in accordance with clause 8;
- (b) you or an *electrical professional* has made an appointment with *Ausgrid* prior to the *date for connection*;
- (c) the Certificate for Compliance of Electrical Work has been lodged prior to that appointment;
- (d) the documents required by clause 11.4 (if any) have been submitted and are reasonably satisfactory to *Ausgrid*;
- (e) all interests in land required by clause 9.3 or 9.4 (if applicable) have been registered with *LPI*;
- (f) metering complies with the requirements of clause 10;
- (g) in accordance with clause 12, you have notified *Ausgrid* that a *retail contract* for the *premises* is in place; and
- (h) *Ausgrid*, acting reasonably, is satisfied that the *electrical installation* and the *premises connection assets* comply with the *connection specifications* and *Ausgrid's* technical and safety requirements, that they are fit for purpose and they contain no *major defect*.

16.3 Your acknowledgements concerning the date for connection

You acknowledge and agree that:

- (a) *Ausgrid* may be prevented by a *force majeure event* from inspecting the *premises connection assets* or establishing the *connection* on the *date for connection* (as adjusted in accordance with clause 5.4);
- (b) in an emergency, *Ausgrid* may not be in a position to notify you or your relevant *electrical professional* of a *force majeure event* until after the time set for the inspection; and
- (c) notice given by *Ausgrid* within two clear *business days* after the *date for connection* will constitute notice for the purposes of clause 15.4.

17 Miscellaneous

17.1 Electrical professionals

- (a) You acknowledge and agree that:

¹¹ Rule 5A.F.6

- (1) the *electrical professionals* whom you retain are obliged to perform work on the *electrical installation* and *premises connection assets* in accordance with the *installation rules*, *Ausgrid's Network Standards* and other requirements of the *energy laws*; and
 - (2) under the *energy laws* *Ausgrid* is empowered to refuse to *electrify* non-compliant assets, *disconnect* them if they have been unlawfully *connected* to the *distribution network* or take such other steps as may be appropriate to any particular breach of the *electrical professional's* obligations under the law.
- (b) You must take reasonable steps to ensure that all *electrical professionals* comply with *Ausgrid's* requirements relating to the *electrical installation* and the *premises connection assets*.
 - (c) You must take reasonable steps to ensure that each *electrical professional* submits to *Ausgrid* the notification forms they are required to submit within the time required for submission.

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 Termination

- (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) *Ausgrid* may terminate this *connection contract* at any time if *Ausgrid* disconnects the *premises* in accordance with the *rules*.
- (c) 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 3.2 has been breached or *Ausgrid*, acting reasonably, considers that clause 3.2 may be breached by the *connection customer*.
- (d) Unless there is an immediate threat to the safety of the *distribution network*, *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.
- (e) 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*.
- (f) The *connection customer* may terminate this contract by giving *Ausgrid* notice in writing.
- (g) The contract otherwise comes to an end when all of the parties' obligations have been satisfied.
- (f) This clause 17.3 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

17.5 Protective devices and measures

Ausgrid's NS238 – Supply Quality on our website describe 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 through the *distribution system*. *Ausgrid* recommends that you inform the users of electricity at the *premises* of these matters.

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:

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 metering provider means a metering provider accredited by AEMO.

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

AEMO means the Australian Energy Market Operator.

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

ancillary services 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* (including the *connection applicant*) 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 network*.

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*.

commencement date is the date this contract commences and is determined in accordance with clause 1.3.

connect means to establish and *electrify* a physical link between the *distribution system* and the *electrical installation* at the *premises*.

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 works* do not include *relocation works*.

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 *Ausgrid* for a *connection service* and in the context of this contract means the connection charges referred to clause 8.1.

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 specifications for the *connection* referred to in the *connection application* or *contract notification letter*. The *connection details* are those set out in the *connection offer* unless *Ausgrid* has modified them in accordance with the *connection offer summary* and this contract.

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 contract on the terms of this contract and the relevant *connection application*.

connection offer summary means the explanation of the *connection offer* set out at the head of the model standing offer.

connection point means the junction of conductors with the *electrical installation* at the premises as defined in the *Service and Installation Rules*. The *connection point* was formerly known in New South Wales as the *point of supply*. For the purposes of this contract, is the point specified in clause 3.5.

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 service means either a service relating to a *new connection* or a *connection alteration* or both provided by *Ausgrid* under this contract.

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

contestable refers to services that may be provided by more than one supplier as a *contestable connection 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 connection service means, in the context of a *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).

current transformer means a current transformer which complies with the requirements of Chapter 7 of the *rules*.

CT meter means a current transformer meter.

CT metering is required where the customer load exceeds the rating of a whole current meter (normally 100A per phase). A CT metering installation requires the installation of a low voltage CT per phase, which is connected to a low voltage CT meter.

date for connection means the date for *electrifying* the *premises connection assets* as set by *Ausgrid* in accordance with clause 5.3.

development works means works for which development consent has been obtained from a consent authority.

disconnect includes (without limitation) discontinuing the supply of electricity to a *connection 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 customers' *premises* (excluding *premises connection assets*), and for the purpose of this contract means the *distribution network* that is owned by the *Network Owner*, leased to the *Network Lessee*, and operated and maintained by *Ausgrid* under a sub-lease.

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

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

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

electrical professional means, depending on context, a licensed electrical contractor or an *accredited service provider* or an *accredited metering 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 the *electrical installation*, and *electrification* has a corresponding meaning.

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

embedded generating unit means a unit that generates electricity at a customer's *premises* and is connected to the *distribution system* and includes a *micro EG unit*.

energy laws includes (as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules*, any rules, regulations and instruments made under the National Energy

Retail Law or the National Electricity Law, the Electricity Supply Act 1995 (NSW) and Electricity (Consumer Safety) Act 2004 (NSW), all rules, regulations, instruments and plans made under or to comply with those Acts, Ausgrid's Network Standards, 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 Energy and Water Industry Ombudsman.

expedited connection means a *connection contract* made using the expedited process for *connection applications* under Chapter 5A 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.

force majeure event is defined in clause 15.1.

force majeure notice is the notice required by clause 15.4.

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

load means the measure of electricity (expressed in amperes) that flows from the *distribution system* to the *premises*.

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*.

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 *retail 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 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 NAP 1 Trust;
- (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC NAP 2 Trust;
- (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC NAP 3 Trust;
and
- (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC NAP 4 Trust, 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*.

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

pioneer scheme means a schemes referred to in clause 8.5.

planning legislation means the Environmental Planning and Assessment Act 1979 (NSW) and all subordinate legislation and instruments under that Act.

point of common coupling means the point at which *service mains* from particular *premises* are connected to the *distribution network* and for the purposes of this contract, means the point specified in clause 3.6.

point of supply means the *connection point*.

preconditions to connection are the requirements that the *connection customer*, *connection applicant* or their *electrical professionals* must satisfy before Ausgrid will permit the *premises* to be connected to the *distribution system*.

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*. In this contract, new or altered *premises connection assets* designed and installed by Ausgrid are referred to as *augmentation works* and *premises connection assets* provided as a *contestable connection service* by an *accredited service provider* are referred to as *dedicated premises connection assets*. The components of the *electrical installation* at the *premises* are not *premises connection assets*.

premises controller is defined in clause 13.

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 the undergrounding of 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 that part of the *distribution network* that is an area 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 between the *point of common coupling* on the *distribution network* and the *connection point* at the *premises*. *Service mains* are installed by an ASP/2 at the *connection customer's* cost but after *electrification* they are owned by the *Network Owner* but leased to the *Network Lessee* and operated and maintained by Ausgrid under a sub-lease arrangement..

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

site inspection fee is the fee allowable under rule 5A.D.4 and is further described in clause 8.3.

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

standard connection services are the services provided under this contract as specified in clause 5.

subsequent customer means a *connection customer* who is required to contribute to a *pioneer scheme* in accordance with Ausgrid's *connection policy* and clause 8.5.

work health and safety legislation means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).

Appendix A – Explanatory Material - Standard connection services for connections requiring Ausgrid off-site augmentation works

This Appendix provides information designed to assist prospective *connection customers* to understand *Ausgrid's* model standing offer to provide *standard connection services* for a *new connection* or *connection alteration* of *premises*.

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 Connection Offer and Acceptance Form or the *contract notification letter* sent to the *connection applicant* and the terms and conditions of the relevant *connection contract* prevail.

A1 The connection offer made by Ausgrid

Ausgrid makes a *connection offer* to the person who has made a *connection application* for *connection services* relating to a *new connection* or a *connection alteration* at the *premises* identified in the *connection application*.

The *connection offer* is based on the completed *connection application* and the appropriate model standing offer.

Where the *connection application* is for a *connection capacity* where *Ausgrid* has determined that before the *connection* can be made, it must extend the *distribution network* or increase its *capacity*, it offers to permit the *connection* in accordance with its **Contract for standard connections – Ausgrid off-site augmentation works**. This is the contract that applies when all *Ausgrid's augmentation works* are done outside the *premises* to be *connected*.

A2 To whom is this offer made and who is party to the connection contract?

Connection offers made to *connection applicants* who have submitted a *connection application* on their own behalf or on behalf of any *retail customer* or *real estate developer* requiring a *connection* between the *distribution network* and a new or altered *electrical installation* at their *premises*.

This contract refers to the *connection customer* where it would otherwise need to refer to the *retail customer* or *real estate developer*.

Where the *connection applicant* has made the *connection application* on behalf of a *connection customer*, the *connection applicant* is an agent for the *connection customer*.

The *connection contract* is between *Ausgrid* and the *connection customer*.

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*.¹²

Ausgrid's *connection policy* provides that all *connection customers* must bear the cost of installing certain assets, which are referred to in the *rules* as *premises connection assets* and in the case of your *connection* are used to *connect* the *premises* to the *distribution network*.

Where the *premises* are new, *service mains* must be installed between the *premises* and existing mains, a meter must be installed and the *connection* must be established and *electrified*. *Connection alterations* may include replacing or altering the *service mains* (if necessary) to carry an increased *load*, replacing or reconfiguring the meter or meters (if necessary) and *electrifying* the *connection*. These are all *contestable connection services*, which the *connection customer* must obtain and fund.

For the purpose of the standard *connection* to which this *connection offer* applies, Ausgrid is responsible for performing all work required to *augment* the *distribution network* (which means to make a linear *extension* or to increase its power *capacity*).

A4 Application of New South Wales legislation

The Electricity Supply Act 1995 (NSW) governs the respective rights and obligations of Ausgrid and customers in matters relating to:

- the placement of *distribution network* assets on a customer's *premises*;
- Ausgrid's right to impose technical and safety requirements in relation to the customer's *electrical installation*; and
- customers' entitlements to obtain certain electrical goods and services from a provider other than Ausgrid.

The Electricity Supply Act empowers Ausgrid to determine the location and installation standards of whatever *service mains* and service equipment are needed in connection with the provision of a safe and efficient supply of electricity to or from an *electrical installation*.¹³ *Service mains* and service equipment are maintained by Ausgrid.

The Electricity Supply Act and regulations made under that Act empower Ausgrid to impose technical and safety requirements in relation to any *electrical installation* connected to the *distribution system* in order to ensure the safe operation of both the *distribution system* and the *electrical installation*.¹⁴

The *electrical wiring work* needed to install and maintain your *electrical installation* is regulated under the *Electricity (Consumer Safety) Act 2004* (NSW) and the *Electricity (Consumer Safety) Regulation 2015*. *Electrical wiring work* may only be done by a qualified person who is licensed under the *Home Building Act 1989* to do *electrical wiring work* without supervision.¹⁵

The *installation rules* apply to all *connections*.

A5 Accredited service providers perform contestable connection services

A contestable market for *connection services* operates in New South Wales because the Electricity Supply Act¹⁶ 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. 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.

¹² *Rules*, Chapter 6, Part 4A.

¹³ Sections 26 and 27

¹⁴ Section 30, Electricity Supply Act and Ausgrid's Customer Installation Safety Plan made under the Electricity Supply (Safety and Network Management) Regulation 2014

¹⁵ Electricity (Consumer Safety) Regulation 2015, clause 3 and Chapter 3 Part 1

¹⁶ Section 31, Electricity Supply Act 1995 (NSW)

- Level 2 (ASP/2) involves the *contestable* installation of overhead and underground *service mains* and metering equipment, disconnecting and reconnecting electricity to enable work to be carried out on an *electrical installation*, and *electrifying* installations; and
- 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>.

A6 Qualifications to perform the contestable services required for your connection

The *contestable connection services* required to establish your standard *connection* must be performed by an ASP/2 or an *accredited metering provider*.¹⁷

All *accredited service providers* and their employees who work on or near the *distribution network* operated and maintained by Ausgrid must also obtain *Ausgrid's authorisation*. This process ensures that they have the mandatory safety training, qualifications and competence required to perform *contestable connection 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 ASP/2s. If your licensed electrical contractor is an ASP/2, he or she can perform the required *contestable connection services*. Otherwise, the *connection customer* or the licensed electrical contractor must retain an ASP/2 to perform the necessary *contestable connection services*.

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

A7 The connection applicant and the connection customer

The person applying for a *connection* may be the *retail customer* at the *premises* or a *real estate developer* who is developing the *premises* but can also be someone (often but not necessarily an ASP/2 or licensed electrical contractor) who lodges the *connection application* on behalf of the *connection customer*.

Where the application is made on behalf of the *retail customer* or a *real estate developer*, the *connection offer* is made to the *connection applicant* as agent for the *connection customer* and if the offer is accepted, a contract is formed between Ausgrid and the *connection customer*.

A8 Commencement of the connection contract

The *connection contract* commences on the date Ausgrid receives the *connection applicant's* acceptance of the *connection offer* (or if the contract has been *expedited*, on the date Ausgrid receives the *connection application*).

If any detail of the proposed *connection* given in the *connection application* changes before the *connection* is made and *electrified*, a *connection applicant* must submit a new *connection application*.

A9 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*.

A10 A note on connection assets and connection services

Both *connection assets* and *premises connection assets* are defined in the *rules* as the components of a *distribution system* which are used to provide *connection services*. The *connection services* that Ausgrid provides in relation to establishing a *connection* (being a physical link between customers' *premises* and the *distribution system*) relate to the construction or installation of *connection assets*;

¹⁷ Accredited metering providers accredited by AEMO are required to install some types of meters. In New South Wales, AEMO-accredited metering providers are also ASP/2s.

whereas the *connection services Ausgrid* provides under its Deemed Standard Connection Contract relate to maintaining the *connection* and the *connection assets* once they are *electrified* and maintaining a safe and secure supply of electricity to the *premises*.

In its *connection offers* and *connection contracts*, *Ausgrid* uses *connection assets* or *augmentation assets* to refer to *distribution network* assets that are to be installed or altered outside the *premises* to be *connected* and will be utilised for supplying customers generally, whereas *premises connection assets* is used to refer to assets within the *distribution system* that are primarily located on the customer's *premises* and are dedicated for use in supplying electricity to those *premises* alone, or at the most, to a small group of neighbouring *premises*.

A11 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 *augmentation* or *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 seven years of the original *connection* are obliged to contribute to the scheme. The *original customer* (or its successors in title) 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 seven 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 *contract notification letter*. Payment of the contribution is a precondition to *electrification*.

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 formula 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* 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.

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.

C1 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		

C2 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}	

C3 Unbalance Emission Limits

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

- (a) Their voltage unbalance emission (E_{U_i}) is less than ___%; and
- (b) Their negative sequence current emission ($E_{I_{2i}}$) is less than ___ Amps.