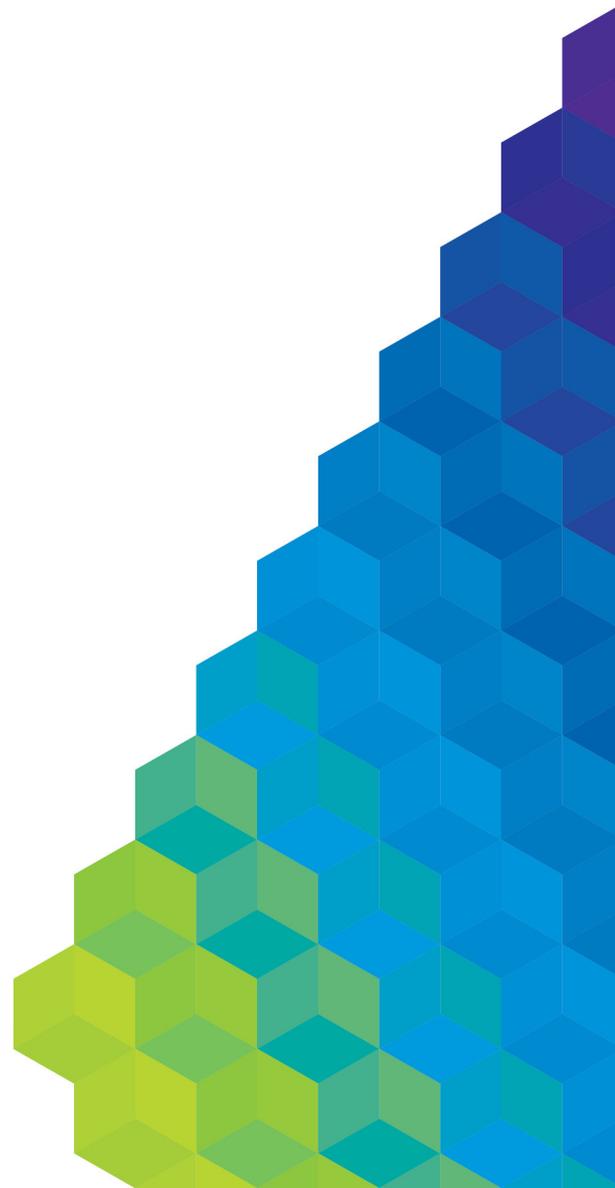


# Model Standing Offer for Basic Connection Services

Basic Micro Embedded  
Generation

Effective from 21 December 2016





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# MODEL STANDING OFFER FOR BASIC CONNECTION SERVICES: BASIC MICRO EMBEDDED GENERATION (EG)

## PREAMBLE

The purpose of this contract is to facilitate AusNet Services granting approval for the interconnection of a micro embedded generating unit to its distribution network. The approval service will be provided by AusNet Services to a Retail Customer that either already has a load connection to AusNet Services' distribution network or has lodged a connection application. The approval service does not involve the physical connection of the Retail Customer to our distribution network. The timeframes and charges for any physical connection will be in accordance with the terms and conditions relating to the connection application.

If granted, the approval for interconnection of a micro embedded generating unit to our distribution system is conditional on the Retail Customer complying with the technical and safety obligations. Approval for interconnection may be withdrawn by AusNet Services if at any time the Retail Customer does not maintain compliance with the technical and safety obligations.

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## 1. THIS CONTRACT

- (a) This contract is AusNet Electricity Services Pty Ltd's *model standing offer* for basic connection services (micro embedded generating unit(s)), established under Chapter 5A of the *NER*.
- (b) This contract is between:
  - (i) AusNet Electricity Services Pty Ltd ABN 91 064 651 118, of 2 Southbank Boulevard, Southbank VIC 3006 (referred to as *AusNet Services, we, our or us*); and
  - (ii) the *Retail Customer* by whom, or on whose behalf, the relevant *connection application* was made (referred to as *you or your*).
- (c) This contract includes the terms of any *connection application*, any *connection offer* letter and this *model standing offer*.
- (d) If there is any inconsistency between the terms and conditions of this contract and the *connection contract*, this contract will prevail, to the extent permitted by law.

Terms used in this contract are defined either in clause 13 or the *NER*.

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## 2. THE SERVICES

- (a) This contract is to provide *you* with the *basic micro EG connection service* listed in Schedule 1. AusNet Services will determine if the *basic micro EG connection service* is appropriate for you based on the information provided in *your connection application*.
- (b) The *basic micro EG connection service* will include AusNet Services assessing *your connection application* to determine whether *we* consent to the interconnection of the *micro embedded generating unit(s)* specified in *your connection application*, and having the aggregate specifications specified in the *connection offer* letter, with our *distribution system*.
- (c) This contract does not apply to the following services:
  - (i) the ongoing *connection of your premises* to AusNet Services' *distribution system* or the supply of electricity to those *premises* (as this is dealt with in the *deemed contract* between *you* and AusNet Services);

- (ii) the sale of electricity to *your premises* (this is dealt with in a negotiated or deemed contract between *you* and *your electricity retailer*); and
- (iii) Relevant ancillary services listed in Schedule 1(b) which may be requested by *you*, may be provided by *AusNet Services* at its discretion.

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### 3. COMMENCEMENT OF THIS CONTRACT

- (a) This contract starts either:
  - (i) if *you* or *your electricity retailer* requested an *expedited connection* in *your connection application* and:
    - (A) indicated that the terms of this contract were acceptable, and
    - (B) *AusNet Services* is satisfied (refer to clause (b) below) that the *connection application* is for a relevant *basic micro EG connection service* under this *model standing offer*  
  
when we received that *connection application*; and
  - (ii) if neither *you* or *your electricity retailer* have requested an *expedited connection* in *your connection application*, when *AusNet Services* received *your* acceptance of the relevant *connection offer* within the relevant timeframe for acceptance set out in the *connection application*.
- (b) In order to be satisfied that the *connection application* is for a relevant *basic micro EG connection service* (as referred to in clause (i) above), *AusNet Services* will need to assess *your connection application* and confirm whether you meet the *qualifying conditions*. We will *notify you* within 10 *business days* of receiving your *connection application* whether you meet the *qualifying conditions*. If *you* do not meet the *qualifying conditions*, we will advise *you* whether the proposed connection is a *standard connection* or a *negotiated connection service*.
- (c) Without limiting any other provision of this contract, *you* must not take any action that might affect *our distribution network* until *AusNet Services* is satisfied that the *connection application* is for a relevant *basic micro EG connection service* under this *model standing offer*.

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### 4. COMPLETION OF THIS CONTRACT

- (a) This contract will end:
  - (i) if *AusNet Services* considers that the information in the *connection application* is incomplete, false or misleading in a material respect – when *AusNet Services* *notifies you* of this;
  - (ii) if the services requested in *your connection application* are determined to be not of a kind contemplated by this contract – when *AusNet Services* *notifies you* of this;
  - (iii) if *AusNet Services* has not, within 65 *business days* of the date of this contract, received:
    - (A) either an *Alteration or Upgrade of IES Form* (if an alteration), or an *Embedded Generator Connection Agreement* (if a new connection); and
    - (B) a *Certificate of Electrical Safety*;

- on the expiry of that period (note that *AusNet Services* may agree to extend this period by up to a further 65 *business days* in special circumstances);
- (iv) if *your deemed contract* ends – when that contract ends;
- (v) if *you* breach this contract or any part of any *micro embedded generating unit(s)* connected on *your* side of the *connection point* fails to comply with the *technical and safety obligations* or otherwise represents a hazard or risk to *our distribution system* and *you* do not remedy this within 10 *business days* of *AusNet Services* notifying *you* of the breach (provided that *AusNet Services* is permitted to terminate this contract under the *energy laws*) – on the expiry of that 10 *business day* period;
- (vi) if any *approvals* or access required for *AusNet Services* to provide the relevant *basic micro EG connection service* (such as are referred to in clauses 8.2 and 8.3) are not obtained within:
  - (A) for *approvals* or access from *you* – 10 *business days*; and
  - (B) for *approvals* or access from third parties – 20 *business days*,
  - when *AusNet Services* notifies *you* of this.
- (b) If this contract is terminated, *you* must ensure that any *micro embedded generating units* on *your* side of the *connection point* are either de-energised or reconfigured so that they don't *connect* to *our distribution system*.
- (c) If this contract ends before the relevant *basic micro EG connection service* has been provided:
  - (i) *AusNet Services* may *disconnect*, dismantle, decommission and remove any of the *premises connection assets* that are only relevant to the *basic micro EG connection service*; and
  - (ii) *you* acknowledge that *AusNet Services* cannot (due to changing conditions on *our distribution system*) guarantee that the capacity originally requested in the *connection application* and approved by *AusNet Services* will necessarily be approved in respect of any subsequent *connection application*.

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## 5. TIMING OF THE SERVICES

- (a) Subject to clause 5(e), and provided that *you* have met the *qualifying conditions* and complied with this contract (including, without limitation, the obligations set out in clause 8), *AusNet Services* will use *its* best endeavours to:
  - (i) start providing the relevant *basic micro EG connection service* to *you* on:
    - (A) if *AusNet Services* has agreed a date with *you* – that date; or
    - (B) if *AusNet Services* has been unable to agree dates with *you* – one *business day* after each of the following has been met:
      - (I) *you* have met the relevant obligations and prerequisites under clause 8; and
      - (II) (if applicable) *AusNet Services* has received a completed *Certificate of Electrical Safety*, and either an *Embedded Generator Connection Agreement* or an *Alteration or Upgrade of IES Form*, and
  - (ii) finish providing the relevant *basic micro EG connection service* to *you* by:

- (A) if *AusNet Services* has agreed a date with *you* – that date; or
  - (B) if *AusNet Services* has not agreed a date with *you* - within 10 business days; or
- (b) On occasion, *AusNet Services* may need to contact *you* to seek *your* agreement to an extension to the above periods.
- (c) *You* acknowledge that the timeframe for the completion of the *basic micro EG connection service* will depend on when the *Retail Customer's activities* are completed.
- (d) *You* must do all things necessary to be done by *you*, including, without limitation, providing access, obtaining relevant *approvals*, and carrying out other relevant *Retail Customer's activities*, to allow the above timeframes to be achieved.
- (e) Despite clause 5(a):
  - (i) *AusNet Services* is not required to start providing the relevant *basic micro EG connection service* until *you* have obtained any relevant *approvals* and procured any access required for *AusNet Services* to provide the relevant *basic micro EG connection service*;
  - (ii) *AusNet Services* is not required to finish providing the relevant *basic micro EG connection service* until *you* have complied with *your* obligations under this contract;
  - (iii) if there is a relevant *force majeure event*, *AusNet Services* may delay the start and/or finish of the relevant *basic micro EG connection service* by as long as that *force majeure event* affects the provision of that service;
  - (iv) if there is a *latent defect* that affects the provision of the relevant *basic micro EG connection service*, *AusNet Services* may delay the start and/or finish of the relevant *basic micro EG connection service* by as long as required to address that *latent defect*;
  - (v) if conditions (including without limitation, weather conditions) are such that *AusNet Services* determines that to commence or continue providing the relevant *basic micro EG connection service* would place the health and safety of *AusNet Services'* employees or contractors at risk, *AusNet Services* may delay the start and/or finish of the relevant *basic micro EG connection service* by as long as those conditions affect the provision of that service; and
  - (vi) if *AusNet Services* becomes aware of any material information or circumstances (including, without limitation, any inaccuracy in the *connection application* or anything that is discovered at or near the *premises* that will affect the relevant works or provision of the relevant *basic micro EG connection service*) which, had *we* known of it before this contract started, would have resulted in *us* not entering this contract, then *we* may take such reasonable actions as *we* consider appropriate in the circumstances.

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## 6. COST OF THE SERVICES

- (a) Any fees and metering costs that apply to the relevant *basic micro EG connection service* are set out in *AusNet Services'* *Distribution Connection Policy* and *Approved Annual Pricing Proposal*.
- (b) Where other costs arise *AusNet Services* *may charge* minor variations and other incidental costs. Such costs include but are not limited to wasted attendances by *AusNet Services* personnel to the *premises*.

- (c) *AusNet Services* will issue invoices for any charges that are incurred in connection with providing the relevant *basic micro EG connection service*. If *AusNet Services* sends the invoice to *your electricity retailer*, *your electricity retailer* will be entitled to recover the relevant charges from *you*. If *AusNet Services* sends the invoice to *you*, *you* must pay *AusNet Services* in accordance with the invoice.

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**7. AUSNET SERVICES' RIGHTS AND OBLIGATIONS**

- (a) *AusNet Services* must:
- (i) provide the relevant *basic micro EG connection services* in accordance with the *SIR*; and
  - (ii) provide the relevant *basic micro EG connection service* in accordance with the *SIR*; and
  - (iii) give *you* any information that *you* reasonably request about *your connection* that is in *our* possession or control as soon as reasonably practical following a written request from *you* in accordance with relevant privacy and right to information laws.
- (b) Any approval for interconnection of a *micro embedded generating unit* to our *distribution system* is conditional upon to receiving the following documents in satisfactory form, and to continued compliance with the requirements of this contract (including the *technical and safety obligations*):
- (i) *Certificate of Electrical Safety*;
  - (ii) either an *Alteration or Upgrade of IES Form* (if an alteration) or an *Embedded Generator Connection Agreement* (if a new connection);
  - (iii) (if applicable), *Electrical Works Request Form*; and
  - (iv) (if applicable), a service order.
- (c) Even if the relevant *basic micro EG connection service* permits the export of electricity into our *distribution system*, this consent is not a representation by *AusNet Services* or a guarantee from *AusNet Services* that any *micro embedded generating unit* on *your* side of the *connection point* will, at all times:
- (i) generate electricity for *your* use at the *premises*; or
  - (ii) be able to export generated electricity into our *distribution system*.
- (d) Provided that *AusNet Services* acts reasonably, *we* are entitled to determine the design, specifications and any other requirements relating to the connection of the *micro embedded generating unit(s)* as a condition of our consent to the interconnection with our *distribution system*, including but not limited to:
- (i) ensuring that inverters are compliant for installation under the Renewable Energy Certificate scheme and appear on the list of compliant inverters maintained by the *CEC* (see <https://solaraccreditation.com.au/>); and
  - (ii) ensuring that inverters are installed by an installer accredited under the *CEC* accreditation scheme (see <https://solaraccreditation.com.au/>).
- (e) *AusNet Services* will comply with *our* obligations under this contract and under any relevant laws.
- (f) *AusNet Services* may carry out any other works or other activities required to deal with an emergency as part of providing the relevant *basic micro EG connection service*.

- (g) *AusNet Services* may subcontract or assign *our* rights or obligations under this contract as we determine.

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## 8. YOUR OBLIGATIONS

### 8.1 General

- (a) You must not:
- (i) without first making a new *connection application* to us and, where relevant, entering into a relevant agreement with *us*:
    - (A) allow the maximum *inverter* capacity at *your premises* to exceed that stated in the *connection offer* letter;
    - (B) install any new *inverters* other than as specified in the *connection application* leading to this contract and any relevant *connection offer* letter;
    - (C) upgrade or change the *inverter* capacity of any *micro embedded generating unit(s)* from that specified in the *connection application* leading to this contract and any relevant *connection offer* letter;
    - (D) install any additional *micro embedded generating unit(s)* other than as specified in the *connection application* leading to this contract and any relevant *connection offer* letter; or
    - (E) upgrade or change any battery storage capacity at the *premises* from that specified in the *connection application* leading to this contract and any relevant *connection offer* letter; or
  - (ii) export any electricity generated by any *micro embedded generating unit(s)*:
    - (A) unless the relevant *basic micro EG connection service* applied for in the *connection application* leading to this contract allows export and only then once *we* are satisfied that appropriate metering arrangements are in place to record the relevant flows of electricity; or
    - (B) in accordance with the *technical and safety obligations* for non-exporting generating unit(s).
- (b) In order to comply with clause 8.1(a)(ii), you must ensure that after the *micro embedded generating unit(s)* referred to in clause 3(a)(i) are installed, they are switched off via the AC supply isolating switch(es) (also known as AC isolator(s)) and remain that way until the relevant *metering provider*, completes any necessary metering activities, at which point the *micro embedded generating unit(s)* can be switched on.
- (c) If the relevant *basic micro EG connection service* is for non-exporting *micro embedded generating unit(s)*, you must ensure that these *micro embedded generating unit(s)* are configured so that it does not export more than the minimal amount of electricity into *our distribution system* that is allowable under this contract.
- (d) If the relevant *basic micro EG connection service* is for export, you acknowledge that at times *our distribution system* will not be capable of receiving electricity generated by any *micro embedded generating units* on *your* side of the *connection point*, or will cause *your inverter* to trip off, and that we have no obligation to keep *you* informed about these situations.

## 8.2 Technical requirements

You must:

- (a) arrange for the carrying out of any of the *Retail Customer's activities* relevant to the relevant *basic micro EG connection service* and any other activities required to allow *AusNet Services* to provide the relevant *basic micro EG connection service*, at *your own risk and expense*;
- (b) without limiting clause (a), obtain any relevant *approvals* and access rights for *you* to carry out the relevant activities and to allow *AusNet Services* to provide the relevant *basic micro EG connection service*, at *your own risk and expense*;
- (c) provide copies of all such *approvals* to *AusNet Services* when requested;
- (d) where any of the *Retail Customer's activities* could impact on *AusNet Services' distribution system*:
  - (i) not start any such activities until this contract is in force; and
  - (ii) only carry out such activities in accordance with this contract;
- (e) ensure that the design and construction of any electrical assets (including, without limitation, the *micro embedded generating unit(s)* referred to in clause 3(a)(i)) on *your side* of the *connection point* complies with all relevant *technical and safety obligations*;
- (f) ensure that any electrical works done by, or on behalf of, *you* are done by a *REC* and comply with all relevant *technical and safety obligations*, and that any work to be performed by, or on behalf of, *you* on or near exposed electrical parts is undertaken by "authorised persons" and otherwise in accordance with the *Electricity Safety Act 1998 (Vic)* and *Electricity Safety (Installations) Regulations 2009 (Vic)*; and
- (g) give *AusNet Services* a *Certificate of Electrical Safety*, and either an *Alteration or Upgrade of IES Form* (if an alteration) or an *Embedded Generator Connection Agreement* (if a new connection); and
- (h) comply with any request by *AusNet Services* for any *micro embedded generating units* on *your side* of the *connection point* to be de-energised at the AC isolator switch/es or physically disconnected from *our distribution system* for operational reasons or for planned maintenance.

## 8.3 Access requirements

- (a) *You* consent to *AusNet Services* and *our representatives*, together with any plant, equipment or vehicles) having non-exclusive access to land and improvements controlled by *you* (including, without limitation, to the main switchboard) in connection with the relevant *basic micro EG connection service* (including to confirm compliance with the *technical and safety obligations* or to install any plant or equipment on the *premises*) and the *energy laws*.
- (b) *You* must ensure that *AusNet Services*, and *our representatives*, can access the *premises* and surrounding land as described in clause 8.3(a) in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks).

## 8.4 Information you must give *AusNet Services*

- (a) *You* must give *AusNet Services* all information:
  - (i) about any risks, hazards or other actual or potential concerns that may arise in relation to the interconnection of the *micro embedded generating unit* to our *distribution system*; and

- (ii) that *we* reasonably ask *you* for in connection with this contract.
- (b) *You* must *notify AusNet Services* immediately if:
  - (i) any information that *you* previously gave *us* stops being accurate; or
  - (ii) *you* become aware of any matter or thing that might affect the nature, cost or timing of any part of the relevant *basic micro EG connection service*, or anything *AusNet Services* must do under this contract.
- (c) *You* must ensure that all information *you* give *us* is correct, and that *you* do not mislead or deceive *us* in any way.

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## 9. INSPECTIONS

- (a) While *AusNet Services* (and other third parties) periodically carry out inspections for the purpose of auditing and assessing the extent to which electrical contractors are complying with the *energy laws*, *AusNet Services* does not represent or warrant that:
  - (i) *AusNet Services* (or any third party) will carry out an inspection at *your premises*;
  - (ii) any inspection carried out by *AusNet Services* or any third party will identify any or all faults or defects, or that the electrical installation and *premises connection assets* are free from faults or defects if none is identified in the course of any such inspection, and *you* remain responsible and liable for all work undertaken by *your* electrical contractor.
- (b) Whether or not *AusNet Services* has carried out an inspection at *your premises*, *we* may, at any time, *notify you* of any work in relation to the electrical installation or the *connection assets* that must be completed by *you* (including through *your* electrical contractor). Failure to rectify such a defect may result in *disconnection* of any *micro embedded generating unit(s)* and/or the *premises* from *AusNet Services' distribution system* in accordance with the *energy laws*.

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## 10. LIABILITY

### 10.1 General

- (a) This clause 10 survives the expiry or earlier termination of this contract.
- (b) Despite any provision of this contract, *AusNet Services* will not be liable to *you*:
  - (i) for any liability arising from delays to the progress or completion of the relevant *basic micro EG connection service* for any reason, to the full extent permitted by law;
  - (ii) in connection with *AusNet Services' distribution system* being unable to accept exported electricity from any *micro embedded generating units* located on *your* side of the *connection point* for any reason; or
  - (iii) if the operation of *AusNet Services' distribution system* results in any *micro embedded generating units* on *your* side of the *connection point* tripping off (unless otherwise required by law),

except to the extent that this is the result of a failure to observe *good electricity industry practice* or negligence, bad faith, wilful misconduct, fraud, breach of laws or failure to comply with any relevant *approval* or this contract.

- (c) *You* acknowledge and agree that:

- (i) as referred to in clause 2(c)(i), this contract does not apply to the ongoing *connection of your premises* to *AusNet Services' distribution system* or the supply of electricity to those *premises*, as this is dealt with in a *deemed contract* between *you* and *AusNet Services*; and
- (ii) any liability that *AusNet Services* may have to *you* in relation to any losses *you* may suffer because of:
  - (A) problems with the ongoing *connection of your premises* to *AusNet Services' distribution system* or the quality of supply of electricity to *your premises* (such as power surges and drops); or
  - (B) interruptions to, or failures of, the supply of electricity to *your premises*; or
  - (C) any other matter that is governed by that *deemed contract*,

is governed solely by that *deemed contract*, and *AusNet Services* will not have any liability to *you* under this contract in relation to any of those matters.

## 10.2 Competition and Consumer Act and other guarantees

- (a) The *Competition and Consumer Act 2010* (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited. Unless one of those laws requires it, *AusNet Services* gives no guarantee, condition, warranty or undertaking, and makes no representation to *you*, regarding any matter, including as to:
  - (i) the condition or suitability of electricity or a *basic micro EG connection service*; or
  - (ii) the quality, fitness or safety of electricity or a *basic micro EG connection service*,

other than as set out in this contract.
- (b) Any liability *AusNet Services* has to *you* under these laws that cannot be excluded but that can be lawfully limited is (at *AusNet Services' option*) limited to:
  - (i) providing equivalent goods or services provided under this contract to *your premises*; or
  - (ii) paying *you* the cost of replacing the goods or services provided under this contract to *your premises*, or acquiring equivalent goods or services.
- (c) *AusNet Services* is not otherwise liable to *you* for any loss *you* suffer if *we* have not been negligent or have not acted in bad faith.
- (d) Sections 119 and 120 of the *NEL*, and any other limitations of liability or immunities granted under the *energy laws*, are not limited in their operation or application by anything contained in this contract, and may also limit or exclude *our* liability in some cases.

## 10.3 Indemnity

If any *micro embedded generating units* on *your* side of the *connection point* cause(s) damage to *AusNet Services' distribution system* or other premises connected nearby to the *distribution system* (or any electrical equipment, appliances or devices within those premises) then *you* must indemnify *AusNet Services* for all reasonable direct costs, losses and expenses so incurred.

#### 10.4 No liability for indirect or consequential loss

Notwithstanding any other provision of this contract (except for clause 10.1(c)(ii)), neither party is liable to the other under, or in connection with, this contract or under contract, tort (including negligence), breach of statute or other cause of action at law or in equity for any of the following:

- (a) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;
- (b) increased costs of working or labour costs;
- (c) costs of capital or costs of business interruption; and
- (d) any indirect, incidental, special or consequential damage, cost, expense or loss; and
- (e) damage, cost, expense, loss or damage that otherwise is not a direct and immediate consequence of the breach,

suffered by the other party, however arising, due to any causes including the default or sole or concurrent negligence of a party and whether or not foreseeable.

#### 10.5 Contributory negligence

A party's ("first party") liability to another party for loss or damage of any kind arising out of this contract or in connection with the relationship established by it is reduced to the extent (if any) that the other party causes or contributes to the loss or damage. This reduction applies whether the first party's liability is in contract, tort (including negligence), under any statute or otherwise.

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### 11. COMPLAINTS AND DISPUTE RESOLUTION

- (a) If *you* have a query or complaint relating to this contract, *you* may lodge a complaint with *AusNet Services* in accordance with *our* Customer Complaint and Dispute Resolution Policy, which is available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au)).
- (b) *AusNet Services* must handle a complaint made by *you* in accordance with the relevant Australian Standards and *our* Customer Complaint and Dispute Resolution Policy, which are available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au)). *AusNet Services* must provide *you* with a copy of these procedures upon request.
- (c) If *you* are not satisfied with the response to any query, complaint or dispute raised with *AusNet Services*, and it is within the purview of the Energy and Water Ombudsman Victoria, *you* may refer the complaint or dispute to this Ombudsman.
- (d) This clause does not limit *your* rights under relevant *energy laws* to refer a dispute regarding the terms and conditions of this contract or the *connection charges* payable to *AusNet Services* to the *AER*.
- (e) *AusNet Services* must inform *you* of the outcome of any complaint made by *you* to *us*.

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### 12. GENERAL

#### 12.1 *AusNet Services'* obligations

Some obligations placed on *AusNet Services* under this contract may be carried out by a third party. If an obligation is placed on *AusNet Services* to do something under this contract, then:

- (a) *AusNet Services* is deemed to have complied with the obligation if another person does it; and

- (b) if the obligation is not complied with, *AusNet Services* is still liable to *you* for the failure to comply with this contract.

## 12.2 Force majeure event

*AusNet Services* will be relieved from complying with any obligation under this contract to the extent that *we* are prevented from performing the obligation by any *force majeure event*.

## 12.3 Privacy of personal information

- (a) *AusNet Services* will comply with all relevant privacy legislation in relation to *your* personal information.
- (b) *You* can find a summary of *AusNet Services*' privacy policy on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au)).
- (c) If *you* have any questions, *you* can contact *AusNet Services* using the relevant contact details on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au)).

## 12.4 Retention of property

All materials, plant, equipment or other items provided or installed by *AusNet Services* as part of the relevant *basic micro EG connection service* remain *our* property unless this contract states otherwise.

## 12.5 GST

- (a) The amount payable for a *basic micro EG connection service* and any other amounts payable under this contract, may be stated to be exclusive or inclusive of GST. Clause 12.5(b) applies unless an amount payable under this contract is stated to include GST.
- (b) Where any amounts paid by *you* or by *us* under this contract are payments for "taxable supplies" as defined for GST purposes, then, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 12.6 Accrued rights and obligations

Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.

## 12.7 Applicable law

The laws of the State of Victoria govern this *connection establishment contract*.

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## 13. DEFINITIONS

*AER* means the Australian Energy Regulator established under section 44AE of the *Competition and Consumer Act 2010* (Cth);

*Alteration or Upgrade of IES Form* means an Alteration or Upgrade of Inverter Energy System Form, which is available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au));

*alternative control service* has the meaning given to that term in Chapter 10 of the *NER*;

*Approved Annual Pricing Proposal* means *AusNet Services*' Price List for Alternative Control Services which is available on *AusNet Services*' website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au));

*approval* means any consent, declaration, authorisation, exemption, waiver or other approval required under any law, statute, act, rule, order or regulation which is enacted, issued or promulgated by the State of Victoria, the Commonwealth of Australia or any relevant local authority

(including, but not limited to, town planning approvals, building approvals, vegetation taking permits and soil disposal permits);

*basic micro EG connection service* means the service set out in Schedule 1;

*business day* has the meaning set out in Chapter 5A of the *NER* and means a day other than a Saturday, Sunday or a relevant public holiday;

*Certificate of Electrical Safety* means a certificate issued by a REC confirming that the REC has performed work at the site meeting the requirements of the *Electricity Safety Act 1998* and *Electricity Safety (Installations) Regulations 2009*;

*CEC* means the Clean Energy Council Limited;

*connection charges* means any relevant connection charges identified in the *Approved Annual Pricing Proposal*;

*connection establishment contract* means a *connection contract* between the parties under Chapter 5A of the *NER* that provides for the provision of a *new connection* or *connection alteration*;

*connection point* means the point where the *Retail Customer's* electrical installation is connected to *our distribution system*;

*consumer mains* means the conductors between the *connection point* and the main switchboard;

*deemed contract* means AusNet Services' Electricity Distribution Contract Standard Terms and Conditions, which sets out the terms and conditions for the standard connection contract for customers under the *Electricity Industry Act 2000* (Vic) a copy of which is available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au));

*Distribution Connection Policy* means the AusNet Services Distribution Connection Policy, a copy of which is available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au));

*distribution system* means *our* electricity distribution network, including any connection assets, where relevant;

*Electrical Works Request Form* means a form issued by a REC which confirms that the load stated in the *connection application* has been appropriately installed and which requests *connection*;

*Electricity Distribution Code* means the code of that name which is available on the Essential Services Commission website ([www.esc.vic.gov.au](http://www.esc.vic.gov.au));

*electricity retailer* means the entity with whom the *Retail Customer* has (or will have) a retail contract for the purchase of electricity;

*Embedded Generator Connections Agreement* means an Embedded Generator Connections Agreement, which is available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au))

*energy laws* means the laws relevant to energy, including (as relevant), the *Electricity Industry Act 2000* (Vic), *Electricity Safety Act 1998* (Vic), *Energy Safe Victoria Act 2005* (Vic), *NEL*, *NER*, *Electricity Safety (Installations) Regulations 2009* (Vic), *SIR* and any rules, regulations, instruments and plans and applicable Australian Standards (including, without limitation, the AS/NZS 3000 Wiring Rules and AS 4777);

*expedited connection* refers to a process under the *NER* which allows a *connection applicant* for a *basic connection service* (including a *basic micro EG connection service*) or a *standard connection service* to enter into a *connection establishment contract* at the time of lodging the *connection application*, rather than waiting for a *connection offer* to be made and accepted. This must be selected when making the *connection application*;

*force majeure event* means an event outside the control of *us* or *you* (such as, without limitation, natural disasters and acts of God);

*good electricity industry practice* means, for *AusNet Services*, the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of facilities similar to the *distribution system*, taking into account the size, duty, age, location and technological status of the *distribution system* and any other relevant factors;

*inverter* means a device that uses semiconductor devices to transfer power between a DC source or load and an AC source or load;

*latent defect* means physical conditions on the *premises* or its surroundings, which differ materially and substantially from the physical conditions which should reasonably have been anticipated by an experienced and competent contractor at the date of the *offer* for the relevant *basic micro EG connection service*;

*micro embedded generating unit* means a *generating unit* (which, for the avoidance of doubt, includes relevant equipment such as an *inverter*) *connected* (or to be *connected*) within a *distribution network* and not having direct access to the *transmission network*, where that *generating unit* is of a kind contemplated by AS 4777 (Grid connection of energy systems via inverters);

*NEL* means the National Electricity (Victoria) Law, as defined in the *National Electricity (Victoria) Act 2005* (Vic);

*NER* means the National Electricity Rules under the *NEL*;

*notify, notifies* or *notifying* means to contact the other party via the contact details provided, either by telephone or in writing, including by email;

*premises* means the premises stated in the *connection application*;

*premises connection assets* means those parts of *our distribution system* that are used to provide *connection services*;

*qualifying conditions* means the following conditions:

- (a) export capability and *inverter* capacity is consistent with the requirements of AS4777;
- (b) availability of a low voltage supply with the necessary capacity;
- (c) minimal or no network augmentation is required;
- (d) compliance with the *technical and safety obligations*; and
- (e) The export limits must not exceed:
  - o 4.6 kVA in the case of single-phase connections; and
  - o 3.5 kVA in the case of SWER connections.

*REC* means a person or entity who is registered by Energy Safe Victoria as a Registered Electrical Contractor;

*representative* means the agents, contractors, sub-contractors, designers, employees, officers and other representatives of a party;

*Retail Customer* means the person or entity who is (or will be) responsible for the electricity account at the *premises*;

*Retail Customer's activities* means:

- (a) all items necessary to enable AusNet Service to provide the *basic micro EG connection service*; and
- (b) the obtaining of all *approvals* and access rights necessary for the completion of the relevant *basic micro EG connection service*;

*service order* means a valid service order from the *Retail Customer's electricity retailer* that requests us to carry out the relevant *basic micro EG connection service*;

*SIR* means the *Victorian Electricity Distributors Service & Installation Rules*, a copy of which is available on the Victorian Electricity Distributors Service and Installation Rules website (<http://www.victoriansir.org.au>)

*standard control service* has the meaning given to that term in Chapter 10 of the *NER*;

*SWER line* means a single wire earth return (that is, a single-wire electricity distribution line which supplies single phase electrical power such that the earth is used as the return path for the current);

*technical and safety obligations* means the obligations set out in:

- (a) the *SIR*;
- (b) the *energy laws*;
- (c) relevant Australian Standards and codes of practice, including, without limitation:
  - (i) AS/NZS 3000 Wiring Rules;
  - (ii) AS 4777;
  - (iii) AS/NZS 5033 (Installation and safety requirements for photovoltaic (PV) arrays);
- (d) the *metrology procedures*;
- (e) the technical and safety requirements in Schedule 1.

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#### 14. INTERPRETATION

Except in relation to the names of pieces of legislation, italicised terms in this contract have the meaning given in the *deemed contract*, this contract (refer the glossary in clause 13) or the *energy laws* (in particular the *NER*).

Unless the context otherwise requires, the following interpretation rules apply to this contract:

- (a) headings are for convenience and do not affect interpretation;
- (b) a reference to:
  - (i) any law is to that legislation (including subordinate legislation) as amended or replaced;
  - (ii) a clause, schedule or appendix is a reference to that part of this contract;
  - (iii) a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
  - (iv) a party includes a permitted substitute or assignee of that party;
  - (v) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
  - (vi) anything (including a right, obligation or concept) includes each part of it;
  - (vii) a day is to a calendar day and a month is to a calendar month;
- (c) a singular word includes the plural, and vice versa;

- (d) examples are not exclusive;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- (f) if a day on or by which a party must do something under this contract is not a *business day*, the person must do it on or by the next *business day*.

**SCHEDULE 1 – BASIC MICRO EG CONNECTION SERVICES**

(a) Relevant *basic micro EG connection services*

<b>Basic micro EG Connection Service</b>	<b>Basic Micro EG Connection Service - Description of Relevant Technical and Safety Requirements</b>
PV & small generator installation approval (up to 5 kW)	<p>The approval is a desktop assessment of the technical implications of the proposed connection, and provided on the basis that the customer already has a routine connection at the premises.</p> <p>While AusNet Services does not generally levy a specific connection service fee for basic micro embedded generator connections, this only applies in accordance with our qualifying conditions, in particular, that the maximum output of all <i>inverters</i> connected to the installation must not exceed:</p> <ul style="list-style-type: none"> <li>- 5.0 kW in the case of three-phase connections;</li> <li>- 4.6 kW in the case of single-phase connections; and</li> <li>- 3.5 kW in the case of SWER connections.</li> </ul>

(b) Relevant ancillary services

<b>Service</b>	<b>Description</b>
Meter exchange upon installation of a small scale renewable energy generation system	This is where a meter is required to be changed at a site as a result of the installation of a renewable energy installation such as solar generation.
Meter reconfiguration upon installation of a small scale renewable energy generation system	This is where an existing meter is required to be reconfigured at a site as a result of the installation of a renewable energy installation such as solar generation.

(c) *AusNet Services* works

The above *basic micro EG connection services* involve *us* carrying out the following works:

- (i) providing consent to the interconnection; and
- (ii) specifying any conditions for interconnection.