

Model Standing Offer for Basic Connection Services

Metered Load

Effective from 21 December 2016

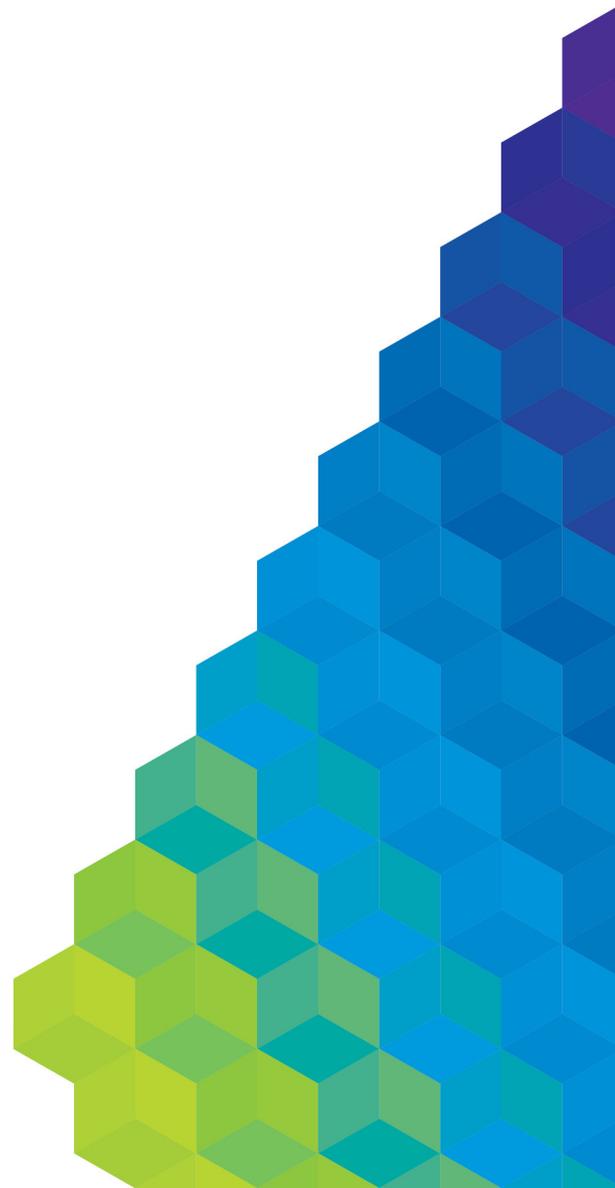


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MODEL STANDING OFFER FOR BASIC CONNECTION SERVICES: METERED LOAD

1. THIS CONTRACT

- (a) This contract is AusNet Electricity Services Pty Ltd's *model standing offer* for basic connection services (metered load), 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*.

2. THE SERVICES

- (a) This contract is to provide *you* with one of the *basic connection services* listed in Schedule 1. AusNet Services will determine which *basic connection service* is appropriate for you based on the information provided in *your connection application*.
- (b) The *basic connection service* will include:
 - (i) *AusNet Services* designing, constructing and establishing any relevant *premises connection assets* set out in Schedule 1; and
 - (ii) Subject to clause 2(c)(iii), installing and configuring metering equipment that *we* consider (acting reasonably) is appropriate and required, in accordance with the *energy laws*.
- (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) from 1 December 2017, installing and configuring metering equipment, unless *AusNet Services* is the *metering provider*.

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 connection service* under this *model standing offer*,
 - when we received that *connection application*; and
- (ii) if clause (i) doesn't apply, when *AusNet Services* received *your* acceptance of the relevant *connection offer* within the relevant timeframe for acceptance set out in the *connection offer* letter.
- (b) In order to be satisfied that the *connection application* is for a relevant *basic 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 *AusNet Services'* *distribution network* until we are satisfied that the *connection application* is for a relevant *basic connection service* under this *model standing offer*.

4. COMPLETION OF THIS CONTRACT

- (a) This contract will end:
 - (i) if *AusNet Services* determines that any *network augmentation* works are required other than works that we consider to be minor works or those that are set out in the relevant *basic connection service* (in which case the parties must enter into a *negotiated connection establishment contract* for the services) – when *AusNet Services* notifies you of this;
 - (ii) 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;
 - (iii) 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;
 - (iv) if *AusNet Services* has not, within 65 *business days* of the date of this contract, received:
 - (A) A *Certificate of Electrical Safety*;
 - (B) an *Electrical Works Request Form*; and
 - (C) (if relevant), a *service order*,
 – 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);
 - (v) if *your deemed contract* ends – when that contract ends;
 - (vi) if *you* breach this contract 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;

- (viii) if any *approvals* or access required for *AusNet Services* to provide the relevant *basic connection service* (such as are referred to in clauses 8.1 and 8.2) 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 ends before the relevant *basic 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 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*.

5. TIMING OF THE SERVICES

- (a) Subject to clause (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 connection service* to *you* on:
 - (A) if *AusNet Services* has agreed a date with *you* – that date; or
 - (B) if the *basic connection service* is for a *new connection* and *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*, an *Electrical Works Request Form* and a *service order*; and
 - (ii) finish providing the relevant *basic 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 connection 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 (a):
- (i) *AusNet Services* is not required to start providing the relevant *basic connection service* until *you* have obtained any relevant *approvals* (other than *AusNet Services obtained approvals*) and procured any access required for *AusNet Services* to provide the relevant *basic connection service*;
 - (ii) *AusNet Services* is not required to start providing the relevant *basic connection service* until *you* have complied with clause 8.1;
 - (iii) *AusNet Services* is not required to finish providing the relevant *basic connection service* until *you* have complied with *your* obligations under this contract;
 - (iv) if the relevant *basic connection service* is for a *new connection*, *AusNet Services* is not required to *energise* the *new connection* until *we* either receive a request from *your electricity retailer* to do this, or *you* have given *us* written confirmation from *your electricity retailer* that it has entered into a *customer retail contract* with *you* for the *connection*;
 - (v) if there is a relevant *force majeure event*, *AusNet Services* may delay the start and/or finish of the relevant *basic connection service* by as long as that *force majeure event* affects the provision of that service;
 - (vi) if there is a *latent defect* that affects the provision of the relevant *basic connection service*, *AusNet Services* may delay the start and/or finish of the relevant *basic connection service* by as long as required to address that *latent defect*;
 - (vii) if conditions (including without limitation, weather conditions) are such that *AusNet Services* determines that to commence or continue providing the relevant *basic 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 connection service* by as long as those conditions affect the provision of that service; and
 - (viii) 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 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.

6. COST OF THE SERVICES

- (a) Any fees for *connection services* and *metering costs* that apply to the relevant *basic connection service* are set out in *AusNet Services'* *Approved Annual Pricing Proposal*.
- (b) Where other costs arise for unforeseen reasons *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 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.

7. AUSNET SERVICES' RIGHTS AND OBLIGATIONS

- (a) *AusNet Services* must:
- (i) endeavour to obtain all *AusNet Services obtained approvals* necessary to provide the relevant *basic connection service*;
 - (ii) except for the *Retail Customer's activities*, undertake the design, construction and commissioning of any *premises connection assets* required to provide the relevant *basic connection service*;
 - (iii) provide the relevant *basic connection service* in accordance with the *SIR*; and
 - (iv) 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) Provided that *AusNet Services* acts reasonably, *we* are entitled to determine the design, specifications and any other requirements for the relevant *basic connection service*, including, without limitation:
- (i) determining the point of origin, the route, the length, and any facilities required for any *service line, underground service pit* and/or *service pillar* (as relevant); and
 - (ii) determining and approving the location of the *connection point* between *our* assets and *your* assets.
- (c) *AusNet Services* will comply with *our* obligations under this contract and under any relevant laws.
- (d) *AusNet Services* may carry out any other works or other activities required to deal with an emergency as part of providing the relevant *basic connection service*.
- (e) *AusNet Services* may subcontract or assign *our* rights or obligations under this contract as *we* determine.

8. YOUR OBLIGATIONS

8.1 Technical requirements

You must:

- (a) arrange for the carrying out of any of the *Retail Customer's activities* relevant to the relevant *basic connection service* and any other activities required to allow *AusNet Services* to provide the relevant *basic connection service*, at *your* own risk and expense;
- (b) without limiting clause (a), obtain any relevant *approvals* (other than *AusNet Services obtained approvals*) and access rights for *you* to carry out the relevant activities and to allow *AusNet Services* to provide the relevant *basic 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 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 registered electrical contractor 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 an *Electrical Works Request Form* confirming compliance with clauses (f) to (g) (inclusive).

8.2 Access requirements

- (a) *You* consent to *AusNet Services* and *our representatives*:
 - (i) (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 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*; and
 - (ii) accommodating on *your premises*, all plant and equipment necessary for the connection.
- (b) *You* must ensure that:
 - (i) *AusNet Services*, and *our representatives*, can access the *premises* and surrounding land as described in clause 1.1(a)(i) in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and
 - (ii) *you* take reasonable precautions to protect from harm all plant and equipment necessary for the connection that is installed on the *premises* by *AusNet Services* or *our representatives*.

8.3 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 could impact in any way on the nature, cost or timing of any part of the relevant *basic connection service*, as soon as possible (and in any case before *AusNet Services* starts providing the relevant *basic connection service*); 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 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.

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) in order to comply with this contract. Failure to rectify such a defect may result in *disconnection* of the *premises* from *AusNet Services*' *distribution system* in accordance with the *energy laws*.

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* for any liability arising from delays to the progress or completion of the relevant *basic connection service* for any reason, to the full extent permitted by law.
- (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
 - (iii) 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 connection service*; or
 - (ii) the quality, fitness or safety of electricity or a *basic 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 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.

10.4 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.

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).
- (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). *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*.

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).
- (c) If *you* have any questions, *you* can contact *AusNet Services* using the relevant contact details on *our* website (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 connection service* remain *our* property unless this contract states otherwise.

12.5 GST

- (a) The amount payable for a *basic 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*.

13. DEFINITIONS

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

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);

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);

AusNet Services obtained approvals means the following *approvals*:

- (a) vegetation clearing permits for vegetation contained on a public road (if applicable);
- (b) working on roads;
- (c) approval to place asset on local government or VicRoads land;
- (d) cultural heritage;
- (e) environmental approvals;
- (f) native title and ILUAs (Indigenous Land Use Agreements);
- (g) wayleaves and easements; and
- (h) consent to enter property;

basic connection service has the meaning generally set out in Chapter 5A of the *NER* and in this contract specifically means one of the *new connections* or *connection alterations* set out in Schedule 1, which involve the *connection* (or modification of the *connection*) of the *premises* to AusNet Services' low voltage *distribution system* at the *connection point*, subject to the *qualifying conditions* being met and in accordance with the *SIR*.

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*;

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);

Distribution Connection Policy means the AusNet Services Distribution Connection Policy, a copy of which is available on *our* website (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);

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

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* 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);

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 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;

overhead service line means an overhead *service line* that extends no further into the *premises* than the maximum requirement specified in the *energy laws* and the *SIR*;

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) availability of a low voltage supply with the necessary capacity;
- (b) minimal or no requirement for augmentation;
- (c) maximum connection capacity of 100 Amp with no more than 40 Amp per phase;
- (d) compliance with the *technical and safety obligations*; and
- (e) connection to a line that is not a SWER line.

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) the activities described as such in Schedule 1;
- (b) all items necessary and incidental to the completion of such activities, including the obtaining of any *approvals* for such work; and
- (c) the obtaining of all *approvals* and access rights necessary for the completion of the relevant *basic connection service*, other than the *AusNet Services obtained approvals*;

service line means an electric line owned by *us* that connects *our distribution system* to the *connection point*;

service order means a valid service order from the *Retail Customer's electricity retailer* that requests *us* to provide the relevant *connection*;

service pillar means an underground pillar owned by *us* that connects *our distribution system* to the *connection point*, which will be located no further into the *premises* than the maximum requirement specified in the *energy laws* and the *SIR*;

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, AS/NZS 3000 Wiring Rules;
- (d) the *metrology procedures*; and
- (e) the technical and safety requirements in Schedule 1.

underground service line means an underground *service line* that extends no further into the *premises* than the maximum requirement specified in the *energy laws* and the *SIR*.

underground service pit means an underground connection asset owned by *us* that connects *our distribution system* to the *connection point*, which will be located no further into the *premises* than the maximum requirement specified in the *energy laws* and the *SIR*;

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 CONNECTION SERVICES

1. New metered connections or alterations

(a) Relevant *basic connection services*

Basic Connection Service	Basic Connection Service - Description of Relevant Technical and Safety Requirements
Single overhead (single-phase) connection	<p>Establish a single-phase connection between the connection point at a premises and our distribution system.</p> <p>The connection will be between the connection point and an existing low voltage pole that is no more than 20 metres from the premises' boundary on the same side of the street with no requirement to cross another property, and complying with statutory clearance requirements over driveways¹.</p>
Multi overhead (multiphase) – Direct connected meter	<p>Establish a multiphase connection between the connection point at a premises and our distribution system.</p> <p>The connection will be between the connection point an existing low voltage pole that is no more than 20 metres from the premises' boundary on the same side of the street with no requirement to cross another property, and complying with statutory clearance requirement over driveways. The service is dependent upon the requested number of phases being available from existing network assets.</p> <p>A CT connected meter service is also available, but the connection is likely to exceed 100 amps and therefore will be provided as a Negotiated Connection Service.</p>
Single underground (single-phase) connection	<p>Establish a single-phase connection at a connection point between the premises and our distribution system.</p> <p>The connection point will be in an existing service pit or pillar located on the property boundary that has sufficient capacity for the connection requested. The location of the connection point must not require the consumer mains to cross another property.</p>
Multi underground (multiphase) – Direct connected meter	<p>Establish a multiphase connection at a 'connection point' between the premises and our distribution system.</p> <p>The connection point will be in an existing service pit or pillar located on the property boundary that has sufficient capacity for the connection requested. The location of the connection point must not require the consumer mains to cross another property.</p> <p>The service is dependent upon the requested number of phases being available from existing network assets.</p> <p>A CT connected meter service is also available, but the connection is likely to exceed 100 amps and therefore will be provided as a Negotiated Connection Service.</p>
Temporary Overhead Supply	<p>Establish a single-phase connection at a 'connection point' between the premises and our distribution system.</p> <p>The connection point will be on an existing low voltage pole that is no more than 20 metres from the premises' boundary on the same side of the street with no requirement to cross another property, and complying with statutory clearance requirements over driveways.</p>

¹ Section 7.4.4 of the Service Installation Rules (SIRs) requires a minimum line clearance of 4.6 metres (including in service sag)

(b) *AusNet Services* works

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

- (i) the design and installation of the following *premises connection assets*:
 - (A) (if in an overhead reticulated area) – the design and installation of an *overhead service line* to the *connection point*, and the design and establishment of a connection at the *connection point* between the *premises* and *our distribution system*;
 - (B) (if in an underground reticulated area) – the design and establishment of an *underground service line* to the *connection point* and a *service pillar or underground service pit* at the *connection point*, and the design and establishment of a *connection* at the *connection point* between the *premises* and *our distribution system*;
- (ii) where *we* are the relevant *metering provider*, the installation of metering equipment.

(c) *Retail Customer's activities*

The above *basic connection services* involve the following *Retail Customer's activities*:

- (i) arranging for the design and installation of a *consumer mains* (sized in accordance with AS/NZS 3000 Wiring Rules) between the *connection point* and *your* metering equipment;
- (ii) arranging for the provision of a suitable overhead line connection box, complete with house service connectors, for the connection of any *overhead service line* to the *consumer mains*;
- (iii) arranging for the installation of suitable metering isolation links to individually isolate the metering equipment;
- (iv) unless *we* are the relevant metering provider, contacting *your electricity retailer* to arrange for the installation of appropriate metering equipment (if required); and
- (v) upon completion of the abovementioned activities, arranging for:
 - (A) *your REC or electricity retailer* to provide *us* with a *signed Certificate of Electrical Safety and an Electrical Works Request Form*; and
 - (B) *your electricity retailer* to provide *us* with a *service order*.