

Model Standing Offer for Basic Connection Services

Basic Micro Embedded
Generation (Inverter Energy System – Battery,
Solar, Wind)

Effective from 1 July 2021

PUBLIC



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MODEL STANDING OFFER FOR BASIC CONNECTION SERVICES: BASIC MICRO EMBEDDED GENERATION (EG) – INVERTER ENERGY SYSTEM

PREAMBLE

The purpose of this contract is to enable *AusNet Services* to assess and approve the interconnection of a *micro embedded generating unit* to *our distribution network*. The kinds of *micro embedded generating units* covered by this contract include solar photovoltaic panels, battery storage and wind powered generators that connect to *our distribution network* via an *inverter*.

For this contract to apply, the *micro embedded generating unit* must have a total *inverter* capacity of less than or equal to 10kW per phase and a total export capacity of less than or equal to 5kW per phase. The *Retail Customer* must either already have a *connection point* on *our distribution network* or have lodged a *connection point* application. The *basic micro EG connection service* provided under this contract does not include establishing the *connection point* of the *Retail Customer* to *our distribution network*. The timeframes and charges for establishing a *connection point* will be in accordance with the terms and conditions relating to the *connection point* application.

If granted, *our* approval for interconnection of a *micro embedded generating unit* to *our distribution system* is conditional on the *Retail Customer's* initial and ongoing compliance with the *technical and safety obligations* set out in this contract. *We* may withdraw *our* approval for interconnection if, at any time, the *Retail Customer* does not maintain compliance with the *technical and safety obligations*.

1. THIS CONTRACT

- (a) This contract is AusNet Electricity Services Pty Ltd's *model standing offer* for basic connection services (*micro embedded generation*), 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 contract governing the *connection* of *your premises* to *our distribution system*, this contract will prevail, to the extent permitted by law.
- (e) Terms used in this contract are defined in either clause 13 or the *NER*.

2. THE SERVICES

- (a) This contract is to provide *you* with one of the *basic micro EG connection services* listed in Schedule 1. *We* will determine if the *basic micro EG connection service* is appropriate for *you*, and which service is appropriate, based on the information provided in *your connection application*.
- (b) The *basic micro EG connection service* will include *us*:
 - (i) assessing *your connection application* to determine whether *we* consent to the interconnection of the *micro embedded generating unit* specified in *your connection*

application, and having the aggregate specifications specified in the *connection offer* letter, with *our distribution system*; and

- (ii) if required, re-configuring *your metering installation* to record the flow of electricity generated by the *micro embedded generating unit* and exported to *our distribution system*.
- (c) This contract does not apply to the following services:
 - (i) the ongoing *connection* of *your premises* to *our distribution system* or the supply of electricity to those *premises* (as this is dealt with in the *deemed contract* between *you* and *us*);
 - (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) the relevant ancillary services listed in Schedule 1(b), which may be requested by *you* and may be provided by *us* at *our discretion*.

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 are acceptable; and
 - (B) we are 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 receive that *connection application*; or
 - (ii) if neither *you* nor *your electricity retailer* requested an *expedited connection* in *your connection application*, when we receive *your acceptance* of the relevant *connection offer* within the relevant timeframe for acceptance set out in the *connection offer* communication.
- (b) In order to be satisfied that the *connection application* is for a relevant *basic micro EG connection service* (as referred to in clause (a)(i)(B) above), we 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 we are satisfied that the *connection application* is for a relevant *basic micro EG connection service* under this *model standing offer*.

4. WHEN THIS CONTRACT ENDS

- (a) This contract will end:
 - (i) if we consider that the information in the *connection application* is incomplete, false or misleading in a material respect – when we *notify 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 we *notify you* of this;

- (iii) if we have not, within 65 *business days* of the date of this contract, received:
 - (A) an *Embedded Generator System Specifications Form*;
 - (B) if an alteration – an *Alteration or Upgrade of IES Form*;
 - (C) if *prescribed electrical installation work* is undertaken – a *Certificate of Electrical Safety*;
 - (D) if applicable – an *Electrical Works Request Form*; and
 - (E) if applicable – a *metering service order*,

– on the expiry of that period (note that we 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 *your physical connection to our distribution system* is pursuant to a *negotiated connection contract* and that contract ends – when that contract ends;
- (vi) if you breach this contract, or any part of any *micro embedded generating unit 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 us notifying you of the breach (provided that we are permitted to terminate this contract under the *energy laws*) – on the expiry of that 10 *business day* period;
- (vii) if any *approvals* or access required for us 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 we notify you of this.
- (b) If this contract ends or is terminated, you must ensure that any *micro embedded generating unit on your side of the connection point* is immediately either de-energised or reconfigured so that it does not connect to *our distribution system*.
- (c) If this contract ends before the relevant *basic micro EG connection service* has been provided:
 - (i) we 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 we cannot (due to changing conditions on *our distribution system*) guarantee that the capacity originally requested in the *connection application* and approved by us will necessarily be approved in respect of any subsequent *connection application*.

5. TIMING OF THE SERVICES

- (a) Subject to clause 5(d), and provided that you have met the *qualifying conditions* and complied with this contract (including, without limitation, the obligations set out in clause 8), we will use *our best endeavours* to
 - (i) start providing the relevant *basic micro EG connection service* to you on:

- (A) if we have agreed a date with *you* – that date; or
- (B) if we have been unable to agree a date 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) we have received a completed *Embedded Generator System Specifications Form*; and
 - (III) if an alteration – we have received a completed *Alteration or Upgrade of IES Form*; and
 - (IV) if *prescribed electrical installation work* is undertaken – we have received a completed *Certificate of Electrical Safety*; and
 - (V) if applicable – we have received a completed *Electrical Works Request Form*; and
 - (VI) if applicable – we have received a completed a *metering service order*;
- (ii) finish providing the relevant *basic micro EG connection service* to *you* by:
 - (A) if we have agreed a date with *you* – that date; or
 - (B) if we have not agreed a date with *you* – within 10 *business days*.
- (b) On occasion, we may need to contact *you* to seek *your* agreement to an extension to the above periods.
- (c) *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.
- (d) Despite clause 5(a):
 - (i) we are 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 *us* to provide the relevant *basic micro EG connection service*;
 - (ii) if there is a relevant *force majeure event*, we may delay the start of the relevant *basic micro EG connection service* by as long as that *force majeure event* affects the provision of that service;
 - (iii) if there is a *latent defect* that affects the provision of the relevant *basic micro EG connection service*, we may delay the start of the relevant *basic micro EG connection service* by as long as required to address that *latent defect*;
 - (iv) if conditions (including without limitation, weather conditions) are such that we determine that to commence or continue providing the relevant *basic micro EG connection service* would place the health and safety of *our* employees or contractors at risk, we may delay the start of the relevant *basic micro EG connection service* by as long as those conditions affect the provision of that service; and
 - (v) if we become 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 into this contract, then *we* may take such reasonable actions as *we* consider appropriate in the circumstances.

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 *our Distribution Connection Policy and Approved Annual Pricing Proposal*.
- (b) Where other costs arise, *we* may charge minor variations and other incidental costs. Such costs include but are not limited to wasted attendances by *our* personnel to the *premises*.
- (c) *We* will issue invoices for any charges that are incurred in connection with providing the relevant *basic micro EG connection service*. If *we* send the invoice to *your electricity retailer*, *your electricity retailer* will be entitled to recover the relevant charges from *you*. If *we* send the invoice to *you*, *you* must pay *us* in accordance with the invoice.
- (d) *We* may require that *you* pay the full amount of any charges invoiced under paragraph (c) before *we* provide the *basic micro EG connection service* to *you*.

7. AUSNET SERVICES' RIGHTS AND OBLIGATIONS

- (a) *We* must provide the relevant *basic micro EG connection service* in accordance with the *Service and Installation Rules*.
- (b) Any approval for interconnection of a *micro embedded generating unit* to *our distribution system* is conditional upon:
 - (i) *us* receiving the following documents in satisfactory form:
 - (A) an *Embedded Generator System Specifications Form*;
 - (B) if *prescribed electrical installation work* is undertaken – a *Certificate of Electrical Safety*;
 - (C) if an alteration – an *Alteration or Upgrade of IES Form*;
 - (D) if applicable – an *Electrical Works Request Form*; and
 - (E) if applicable – a *metering service order*; and
 - (ii) *your* continued compliance with the requirements of this contract (including the *technical and safety obligations*).
- (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 *us* or a guarantee from *us* 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 *we* act reasonably, *we* are entitled to determine the design, specifications and any other requirements relating to the connection of the *micro embedded generating unit* as a condition of *our* consent to the interconnection with *our distribution system*, including but not limited to:
 - (i) requiring that *inverters* are approved for installation under the Renewable Energy Certificate scheme, have volt-watt and volt-var response capability enabled and

are approved for installation 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/>).
- (f) We will comply with *our* obligations under this contract and under any relevant laws.
- (g) We 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*.
- (h) We may subcontract or assign *our* rights or obligations under this contract as we determine.

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) allow the settings of the *inverter* at *your premises* to vary from the *technical and safety obligations* unless requested by us;
 - (C) install any new *inverter* other than as specified in the *connection application* leading to this contract and any relevant *connection offer letter*;
 - (D) upgrade or change the *inverter* capacity of any *micro embedded generating unit* from that specified in the *connection application* leading to this contract and any relevant *connection offer letter*;
 - (E) install any additional *micro embedded generating unit* other than as 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* 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 have advised you that we are satisfied that appropriate metering arrangements are in place to record the relevant flows of electricity.
- (b) In order to comply with clause 8.1(a)(ii), you must ensure that after the *micro embedded generating unit* referred to in clause 3(a) is installed, it:
 - (i) is switched off via the AC supply isolating switch (also known as the AC isolator); and
 - (ii) remains that way until the relevant *metering provider* completes any necessary metering activities,at which point the *micro embedded generating unit* can be switched on.
- (c) If the relevant *basic micro EG connection service* is for a non-exporting *micro embedded generating unit*, you must ensure the *micro embedded generating unit* is 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:
- (i) *our distribution system* may not be capable of receiving electricity generated by any *micro embedded generating unit* on *your* side of the *connection point*;
 - (ii) *our distribution system* may cause *your inverter* to trip off; or
 - (iii) *your metering installation* may initiate *meter export capacity limiting*,
- and that *we* have no obligation to inform *you* about such events.

8.2 Technical requirements

You must:

- (a) arrange to have carried out the *Retail Customer's activities* relevant to the relevant *basic micro EG connection service* and any other activities required to allow *us* 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 *us* to provide the relevant *basic micro EG connection service*, at *your* own risk and expense;
- (c) provide copies of all such *approvals* to *us* when requested;
- (d) where any of the *Retail Customer's activities* could impact on *our 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, construction and operation of any electrical assets (including, without limitation, the *micro embedded generating unit* referred to in clause 3(a)) on *your* side of the *connection point* complies with all relevant *technical and safety obligations*;
- (f) ensure that any electrical works performed 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)*;
- (g) give *us* an *Embedded Generator System Specification Form* and each of the following documents as appropriate:
 - (i) for *prescribed electrical installation works* – a *Certificate of Electrical Safety*; and/or
 - (ii) if an alteration – an *Alteration or Upgrade of IES Form*;
 - (iii) if applicable – an *Electrical Works Request Form*; and
 - (iv) if applicable – a *metering service order*; and
- (h) comply with any request by *us* for any *micro embedded generating unit* 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 *us* 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* and the *energy laws*) or to install any plant or equipment on the *premises*.
- (b) You must ensure that *we* 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 *us* 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 us* 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 *we* 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 *we* (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*, *we* do not represent or warrant that:
 - (i) *we* (or any third party) will carry out an inspection at *your premises*;
 - (ii) any inspection carried out by *us* 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 *we* have carried out an inspection at *your premises*, *we* may *notify you*, at any time, 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 any *micro embedded generating unit* and/or the *premises* being *disconnected* from *our 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, *we* 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 *our distribution system* being unable to accept exported electricity from any *micro embedded generating unit* located on *your* side of the *connection point* for any reason; or
- (iii) if the operation of *our distribution system* results in any *micro embedded generating unit* 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 our distribution system* or the supply of electricity to those *premises*, as this is dealt with in a *deemed contract* between *you* and *us*; and
- (ii) any liability that *we* may have to *you* in relation to any losses *you* may suffer because of:
 - (A) problems with the ongoing *connection of your premises to our 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 *we* 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, *we* give no guarantee, condition, warranty or undertaking, and make 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 *we* have to *you* under these laws that cannot be excluded but that can be lawfully limited is (at *our* 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) We are 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 unit* on *your* side of the *connection point* causes damage to *our 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 *us* 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;
- (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.

11. COMPLAINTS AND DISPUTE RESOLUTION

- (a) If *you* have a query or complaint relating to this contract, *you* may lodge a complaint with *us* in accordance with *our* Customer Complaint and Dispute Resolution Policy, which is available on *our* website (www.ausnetservices.com.au).
- (b) *We* must handle a complaint made by *you* in accordance with the relevant Australian Standards and *our* Customer Complaint and Dispute Resolution Policy.
- (c) *We* will inform *you* of the outcome of any complaint made by *you* to *us* and the reasons for *our* decision.
- (d) If *you* are not satisfied with the response to any query, complaint or dispute raised with *us*, and it is within the purview of the Energy and Water Ombudsman Victoria, *you* may refer the complaint or dispute to this Ombudsman.
- (e) 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 *us* to the *AER*.

12. GENERAL

12.1 AusNet Services' obligations

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

- (a) *we* are deemed to have complied with the obligation if another person does it; and
- (b) if the obligation is not complied with, *we* are still liable to *you* for the failure to comply with this contract.

12.2 Force majeure event

We 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) *We* will handle *your* personal information in accordance with relevant privacy legislation and *our* privacy policy. *You* can find *our* privacy policy on *our* website (www.ausnetservices.com.au).
- (b) *You* consent to *us* contacting *you* by post or electronic means (including email or SMS) to provide *you* with information about *our* offers and services relating to micro embedded generation. *You* can opt out from receiving these communications at any time by contacting *us* using the contact details set out in *our* privacy policy.
- (c) From time to time, the *energy laws* may require *us* to disclose information about *your micro embedded generating unit*, which may include personal information about *you*. *We* will make any disclosures in accordance with the relevant *energy laws* and privacy legislation.
- (d) If *you* have any questions, *you* can contact *us* using the contact details set out in *our* privacy policy.

12.4 Retention of property

All materials, plant, equipment or other items provided or installed by *us* 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 contract.

13. DEFINITIONS

accredited installer means a person who holds an accreditation issued by the CEC;

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);

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);

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

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 gazetted public holiday in Victoria;

CEC means the Clean Energy Council Limited;

Certificate of Electrical Safety means a certificate issued by a *Registered Electrical Contractor* confirming that the *Registered Electrical Contractor* 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 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 installation work has the same meaning as in the *Electricity Safety Act 1998* (Vic);

Electrical Works Request Form means a form issued by a *Registered Electrical Contractor* 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;

Embedded Generator System Specifications Form means the form of that name available on our website (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), *Service and Installation Rules* and any rules, regulations, instruments and plans and applicable Australian Standards (including, without limitation, the AS/NZS 3000 Wiring Rules and AS/NZS 4777 (Grid connection of energy systems via inverters));

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 reasonable control of *us* or *you* (as the case may be) such as, without limitation, natural disasters, acts of God or industrial action;

good electricity industry practice means, for *us*, 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 *our 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*;

meter export capacity limiting means the operation of the supply contactor within the *meter* to temporarily interrupt the supply that occurs when the energy exported from *your premises* to *our distribution system* exceeds the capacity limits set out in Schedule 1(a);

metering service order means a service order to reconfigure the *metering installation* at *your premises* to enable the collection of *metering data* for electricity generated by *you* and exported to *our distribution system*;

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/NZS 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 made 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*;

prescribed electrical installation work means *electrical installation work* that is prescribed under section 45 of the *Electricity Safety Act 1998* (Vic);

qualifying conditions means the following conditions:

- (a) export capability and *inverter* capacity is consistent with the requirements of AS/NZS 4777 (Grid connection of energy systems via inverters);
- (b) availability of a low voltage supply with the necessary capacity;
- (c) minimal or no network augmentation is required; and
- (d) compliance with the *technical and safety obligations*;

Registered Electrical Contractor 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 activities, and activities and items necessary and incidental to those activities, to enable AusNet Service to provide the *basic micro EG connection service*, including but not limited to:
 - (i) procuring the design and installation of the *micro embedded generating unit* to which the *connection application* relates by an accredited installer;
 - (ii) ensuring we receive the *Embedded Generator System Specifications Form* and any other forms and information we reasonably require;
 - (iii) if relevant, arranging for *your electricity retailer* to provide us with a *metering service order*; and
- (b) obtaining all *approvals* and access rights necessary for the completion of the relevant *basic micro EG connection service*;

Service and Installation Rules means the *Victorian Electricity Distributors Service & Installation Rules*, a copy of which is available on the Victorian Electricity Distributors Service and Installation Rules website (www.victoriansir.org.au);

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*;

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 *Service and Installation Rules*;
- (b) *Electricity Distribution Code*;
- (c) the *energy laws*;
- (d) relevant Australian Standards and codes of practice, including, without limitation:
 - (i) AS/NZS 3000 Wiring Rules;

- (ii) AS/NZS 4777 (Grid connection of energy systems via inverters);
- (iii) AS/NZS 5033 (Installation and safety requirements for photovoltaic (PV) arrays);
- (e) the *metrology procedures*;
- (f) the technical and safety requirements in Schedule 1(a);
- (g) any such other instrument or obligation notified to *you* in writing from time to time.

14. INTERPRETATION

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) *Basic micro EG connection services*

Basic Micro EG Connection Service	Technical and Safety Requirements
<p>Micro embedded generator with a three-phase, two phase or single phase connection</p>	<ol style="list-style-type: none"> 1. The <i>inverter</i> must have volt-watt and volt-var response mode capability and these response modes must be enabled. 2. The <i>inverter's</i> volt-watt response values must be set at: <ol style="list-style-type: none"> (a) 100% maximum output power for voltage up to the V_3 reference voltage of 253V; (b) 20% maximum output power for voltage greater than the V_4 reference voltage of 259V; and (c) a linear response declining from 100% maximum output power at the V_3 reference voltage of 253V to 20% maximum output at the V_4 reference voltage of 259V. 3. The <i>inverter's</i> volt-var response values must be set at: <ol style="list-style-type: none"> (a) 44% leading volt-var response at the V_1 reference voltage of 208V; (b) 0% volt-var response at the V_2 reference voltage of 220V; (c) 0% volt-var response at the V_3 reference voltage of 241V; and (d) 44% lagging volt-var (sinking vars, 8.8% per volt) at the V_4 reference voltage of 253V and above. 4. The <i>inverter</i> must detect sustained operation for average voltage variations over 10 minutes at 258 volts ($V_{nom-max}$) or greater and disconnect (see clause 7.5.2 of AS/NZS 4777.2). 5. Subject to items 1, 2, 3 and 4, the <i>inverter</i> must comply with or meet the technical and functional requirements of AS/NZS 4777.1 and AS/NZS 4777.2 including, but not limited to, the voltage and frequency limits for passive anti-islanding protection (see Table 13 in clause 7.4 of AS/NZS 4777.2). 6. An <i>inverter</i> installed before the commencement of this contract that does not satisfy the requirements in paragraphs 1 to 5 (inclusive) must be controlled by a management system installed at the point of common connection that enables each <i>inverter</i> to comply with paragraphs 1-5. 7. The total maximum <i>inverter</i> capacity of all <i>micro embedded generating units connected on your side of the connection point</i> must not exceed 10 kVA per phase. 8. The total maximum export of all <i>micro embedded generating units connected on your side of the connection point</i> must not exceed 5 kVA per phase. 9. The output tolerance must not be greater than 5 kVA unbalance between any phases (see clause 2.3 of AS/NZS 4777.1).
<p>Micro embedded generator with a SWER connection</p>	<ol style="list-style-type: none"> 1. The <i>inverter</i> must have volt-watt and volt-var response mode capability and these response modes must be enabled. 2. The <i>inverter's</i> volt-watt response values must be set at: <ol style="list-style-type: none"> (a) 100% maximum output power for voltage up to the V_3 reference voltage of 253V; (b) 20% maximum output power for voltage greater than the V_4 reference voltage of 259V; and

Basic Micro EG Connection Service	Technical and Safety Requirements
	<p>(c) a linear response declining from 100% maximum output power at the V_3 reference voltage of 253V to 20% maximum output at the V_4 reference voltage of 259V.</p> <p>3. The <i>inverter's</i> volt-var response values must be set at:</p> <p>(a) 44% leading volt-var response at the V_1 reference voltage of 208V;</p> <p>(b) 0% volt-var response at the V_2 reference voltage of 220V;</p> <p>(c) 0% volt-var response at the V_3 reference voltage of 241V; and</p> <p>(d) 44% lagging (sinking vars, 8.8% per volt) at the V_4 reference voltage of 253V and above.</p> <p>4. The <i>inverter</i> must detect sustained operation for average voltage variations over 10 minutes at 258V ($V_{nom-max}$) or greater and disconnect (see clause 7.5.2 of AS/NZS 4777.2).</p> <p>5. Subject to items 1, 2, 3 and 4, the <i>inverter</i> must comply with or meet the technical and functional requirements of AS/NZS 4777.1 and AS/NZS 4777.2, including but not limited to, the voltage and frequency limits for passive anti-islanding protection (see Table 13 in clause 7.4 of AS/NZS 4777.2).</p> <p>6. An <i>inverter</i> installed before the commencement of this contract that does not satisfy the requirements in paragraphs 1 to 5 (inclusive) must be controlled by a management system installed at the point of common connection that enables each <i>inverter</i> to comply with paragraphs 1-5</p> <p>7. The total maximum <i>inverter</i> capacity of all <i>micro embedded generating units connected on your side of the SWER connection point</i> will be assessed on a case by case basis but must not exceed 10 kVA per phase.</p> <p>8. The total maximum export of all <i>micro embedded generating units connected on your side of the connection point</i> must not exceed 3.5 kVA per phase.</p>

(b) Relevant ancillary services

Service	Description
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; and
- (iii) remotely re-configuring *your metering installation* to record the flow of electricity generated by the *micro embedded generating unit* and exported to *our distribution system*.