



Negotiated Connection Contract

[February 2025]

SCOPE

This *connection contract* is between Ausgrid and a *retail customer* or *real estate developer* who has obtained a *certified design* and will retain an *accredited service provider* Level 1 (ASP/1) to construct network assets (including *premises connection assets*). The *contract* relates to the *connection services* Ausgrid will provide to the *retail customer* or *real estate developer*.

WARNING

It is the responsibility of the user of this document to ensure that only the current version is being used. Ausgrid may amend this document at any time.

Document and Amendment History

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1 Introduction

1.1 Negotiated Connection Offer

1.1.1 Until accepted by the *connection applicant*, this *connection contract* is a **Negotiated Connection Offer** because the *connection applicant* has:

- (a) elected to negotiate the terms or conditions of its *connection of load* and/or a *distribution connected unit* (which includes an embedded generator) at the *premises* to the *distribution system* and where such *connection* requires *augmentation* or *extension* of the *distribution network*; and/or
- (b) we have determined that our **Model Standing Offer for Basic Connection Services** or **Standard Connection Services** does not apply to the *connection services* being sought by the *connection applicant*.

1.1.2 This *connection offer* is open for acceptance for twenty (20) *business days* before it expires. We and you may agree to extend the acceptance period.

1.2 Parties to the connection contract

1.2.1 This *connection contract* is between:

- (a) **AUSGRID OPERATOR PARTNERSHIP (ABN 78 508 211 731)** (trading as AUSGRID) of 24 Campbell Street, Sydney (in this *connection contract*, referred to as "we", "our" or "us"); and
- (b) **THE CONNECTION CUSTOMER** identified in the *connection application* (in this *connection contract*, referred to as "you" or "your").

1.3 The connection applicant and the connection customer

1.3.1 You agree and acknowledge that:

- (a) if you, being the *connection customer* identified in the *connection application*, are not the *connection applicant* and the *connection applicant* accepts this *connection contract* or performs your obligations under this *connection contract*, it does so as your agent; and
- (b) when accepting the *connection offer*, the *connection applicant* represents and warrants that it has been duly authorised by you to make the *connection application* and accept the *connection offer* on your behalf. The *connection applicant* must indemnify us for any loss we suffer as a result of it breaching such representation and warranty.

1.3.2 If two or more persons or entities are named as the *connection customer* in the *connection application*, any agreement or obligation to be performed or observed by the *connection customer* binds those persons or entities jointly and severally and a reference to the *connection customer* includes a reference to any one or more of those persons or entities.

1.4 Scope of this connection contract

1.4.1 This *connection contract* sets out the terms and conditions on which you will retain a relevant *electrical professional* to construct network assets (including *premises connection assets*) and we will provide you with *connection services*.

1.5 Contract documents

1.5.1 This *connection contract* consists of the following documents:

- (a) clauses 1 – 25 of these *contract terms*;
- (b) all *Appendices* to this *connection contract*;
- (c) to avoid doubt, the *connection application*, which is Appendix G;
- (d) the *connection offer* and acceptance;
- (e) the *certified design*; and
- (f) any *schedule of site specific conditions*.

1.6 Your connection application and connection details

- 1.6.1 We have made this *connection offer* on the basis of the information supplied by or on behalf of you as set out in the *connection application*. The *connection details* specified in the *connection application* are the *connection details* for this *connection contract* except where modified in writing by us and noted in the *connection offer*.
- 1.6.2 You warrant that:
 - (a) at the time of accepting the *connection offer*, all details in the *connection application* are accurate in all material respects;
 - (b) you are not a *small customer*; and/or
 - (c) if you are *connecting a distribution connected unit*, you are or will be a *Registered Participant* or you are exempt, or will obtain exemption, from registration as a *Registered Participant*.
- 1.6.3 If you have applied for *connection* of a *distribution connected unit*, it is a minimum requirement that you ensure that the combined *maximum export capacity* of all *distribution connected units* at the *connection point* must not exceed our approved *maximum export capacity* of the *connection*.

1.7 Ongoing Connection Contract

- 1.7.1 Unless you have entered into an *ongoing connection contract* with us on negotiated terms, on the date our *connection offer* is accepted, our **Deemed Standard Connection Contract** (which is available on Ausgrid's website) is also formed in relation to the *connection* as well as the *electrical installation* of which it is a part. Its provisions take effect automatically when the *premises* and/or *distribution connected unit* is *connected* and you begin to take supply of electricity and/or export electricity into the *distribution network*. Our *ongoing connection contract* establishes the terms on which we will provide *ongoing connection services* to you at the *premises* once the *connection* is established.
- 1.7.2 Some of the terms and conditions of this *connection contract* are continuing obligations, which means that you must comply with these terms and conditions after the *connection* and/or *distribution connected unit* has been *electrified* or we have commenced providing *ongoing connection services* to you. The following obligations of this *connection contract* are continuing obligations:
 - (a) clause 2.2.9(b);
 - (b) clause 2.4;
 - (c) clause 5.1;
 - (d) clause 5.1.4;
 - (e) clause 5.3;
 - (f) clause 5.2.6 (except that the reference to clause 21 in clause 5.2.6 should be read as a reference to the relevant dispute resolution clauses in the *ongoing connection contract*);
 - (g) *dynamic connections* (if applicable): clause 6;
 - (h) clause 7.2.1(c);
 - (i) clause 7.8;
 - (j) clause 7.9;
 - (k) clause 14.1.1; and
 - (l) clause 17.
- 1.7.3 The obligation to comply with these terms and conditions is contained in clause 3.3 of our *ongoing connection contract*

1.8 Site specific conditions

- 1.8.1 In accordance with the *energy laws*, we are entitled to impose *site specific conditions* on future customers of the same *premises* following consultation with you or the *connection applicant* (as your agent). Any *site specific condition* applicable to your *connection offer*:
 - (a) is detailed in the *schedule of site specific conditions* attached to the *connection offer*;
 - (b) may be entered on a register including, where relevant, the *CER Register*; and

(c) is taken to form part of this *connection contract*.

2 Contract term

2.1 Commencement of the connection contract

2.1.1 This *connection contract* will be formed and will come into operation on the date we receive acceptance of your *connection offer* from you.

2.1.2 We are not required to perform any *connection service* until the acceptance fee relevant to the *connection service* has been paid in full.

2.2 Expiry and termination of the connection contract

Expiry of this contract

2.2.1 This *connection contract* will end on the expiry of the *rectification period*.

Termination by Ausgrid

2.2.2 Subject to clause 2.2.3, we may end this *connection contract* by giving you notice in writing (**termination notice**) if:

- (a) the *certified design* validity period has expired (taking into account any extensions); or
- (b) we reasonably consider that there has been, or is likely to be, a material change that would render the *connection* you applied for unsuitable in any material respect to provide safe and reliable supply of electricity to the *premises* when the development or works are completed, or that would otherwise prevent us from being able to provide a *connection service* in accordance with Ausgrid's *Connection Standards*.

2.2.3 Any *termination notice* must give the date upon which we intend to exercise our termination rights under clause 2.2.2.

2.2.4 If we give a *termination notice* under clause 2.2.2, you may, prior to the date of termination stated in that *termination notice*, make a written request to us that this *connection contract* should not be ended on the basis of clause 2.2.2 and request that the parties meet within ten (10) *business days* to discuss the proposed ending of this *connection contract*.

2.2.5 If we receive a written request from you under clause 2.2.4, we must not end this *connection contract* under clause 2.2.2 until, within the required time period of the written request (or other period as agreed between the parties), the parties have met in good faith to discuss whether an arrangement can be agreed to by the parties as an alternative to our ending of this *connection contract* under clause 2.2.2. If we do not reach any agreement under this clause 2.2.5 within five (5) *business days* of our first meeting, we may end this *connection contract*.

Other rights to end this connection contract

2.2.6 You may end this *connection contract* by giving us at least twenty (20) *business days* notice in writing.

2.2.7 We may end this *connection contract* by giving you at least ten (10) *business days* notice in writing where you or your *electrical professional* breach this *connection contract* in any material respect (or we have identified another health and safety risk or *distribution system* security risk caused by you or your *electrical professional*), or you breach a warranty in clause 1.6.2, and you do not remedy such breach within the notice period and we are entitled to end this *connection contract* under the *energy laws*.

2.2.8 We may end this *connection contract* with immediate effect on the date you receive a written notice from us if:

- (a) a period of more than twelve (12) months has passed without you (whether personally, or through your *accredited service providers*) performing any material obligations under this *connection contract*;
- (b) if we *disconnect the premises* in accordance with the *rules*; or
- (c) we are entitled to end this *connection contract* under clause 2.4.1.

2.2.9 We may end this *connection contract* by ten (10) *business days* notice in writing to you at any time prior to the *proposed completion date* or *proposed electrification date* if:

- (a) we reasonably believe that the information in the *connection application* or any information subsequently provided to us is incomplete, inaccurate, false or misleading in any material respect;
- (b) you are required to obtain the consent of the owner(s) of the *premises* for the installation of a *distribution connected unit* and the *connection* of the unit to the *distribution network*, and you cannot verify to our reasonable satisfaction that this consent has been obtained; or
- (c) if a *connection* has been established or maintained otherwise than in accordance with the details contained in the *schedule to the certified design* and we reasonably believe that the ongoing performance of this *connection contract* presents an immediate health and safety risk or a risk to the security of the *distribution system*.

2.2.10 If you enter into another contract for connection services at the *premises* (including in respect of the *connection* of a *distribution connected unit* at the *premises*), we may end this *connection contract* on the date that your other contract becomes effective.

2.2.11 We may end this *connection contract* if we are entitled to exercise our right to terminate in accordance with clause 3.2.8 and either party may end this *connection contract* if they are entitled to do so in accordance with clause 3.4.3.

2.2.12 The expiry of, or us ending, this *connection contract* does not affect any accrued rights or liabilities of either party including in relation to payment of any *connection charges* incurred up to the date of termination. If we end the *connection contract* and you wish to proceed with a *connection*, you must make a new *connection application* and may be required to obtain a new *certified design*.

2.3 Consequences of ending the connection contract

2.3.1 Upon this *connection contract* ending for any reason, you must, within the time required by us (acting reasonably) and at no cost to us, procure that:

- (a) all temporary works, construction plant, rubbish, surplus material, plant and equipment are disconnected, dismantled, decommissioned and removed from the *premises* and *distribution system* and any damage arising from their removal is repaired;
- (b) the *premises* and *distribution system* is left in a condition which does not cause a health and safety risk to any person; and
- (c) any incomplete works are removed and the *premises* and *distribution system* is returned to the condition they were in before any works commenced, unless we notify you that any such works do not need to be removed because we consider them suitable to form part of our *distribution network*.

2.3.2 If you do not comply with clause 2.3.1(a) – 2.3.1(c) within a time period specified by us (acting reasonably) and fail to remedy such non-compliance within thirty (30) days of receipt of our notice to you in writing, we may take any action reasonably necessary to restore the condition of the *premises* or *distribution system* or otherwise address the non-compliance to our satisfaction. You must, at our request, reimburse us for the costs we reasonably incur in taking these actions (provided we can substantiate such costs).

2.3.3 Any action pursuant to clause 2.3.1 or 2.3.2 does not affect any other rights or obligations of either party under this *connection contract*.

2.4 Stopping our supply of connection services

2.4.1 You are no longer eligible to receive *connection services*, and we may refuse to *connect* (or may *disconnect*) your *premises* and/or *distribution connected unit* at the *premises* in accordance with the *energy laws* or end this *connection contract* under clause 2.2.8(c) if:

- (a) there has been an unauthorised change to the *connection* proposed in the *connection application* as varied in the *connection offer* (if applicable);
- (b) the minimum requirements for the *connection* of a *distribution connected unit* as described in clause 1.6.2 and 1.6.3 are not being met; or
- (c) the metering requirements of this *connection contract* have been breached.

3 Connection Prioritisation

[Drafting Note: This connection contract covers the construction milestones applicable to complex / bespoke projects / connections, noting the construction milestones apply regardless of whether the customer elects to seek early capacity commitment upon entering the Commitment Agreement, or later capacity commitment with the connection offer (and following the standard connection process.)]

3.1 Your obligation to achieve milestones

- 3.1.1 You must achieve each *milestone* by the corresponding *milestone date*. Where your *connection* is being delivered in stages of equipment or program (for example, when the *project* in respect of your *complex project* or *bespoke project* (as applicable) relates to the installation of different technology types or co-located sites) and they are being progressed discretely and separately, you must meet each *milestone* by the corresponding *milestone date* for each stage discretely and separately.
- 3.1.2 You acknowledge and agree we have determined each *milestone date* with reference to the *proposed completion date* (or where staged, the relevant *proposed completion date*) in our *connection offer*.

3.2 Communications regarding milestones

- 3.2.1 You must achieve each *milestone* as soon as reasonably practicable and by no later than the relevant *milestone date*.
- 3.2.2 You must keep us updated with respect to the progress of each *milestone* and promptly notify us if you become aware of any issues that could impact on your ability to meet a *milestone* (including due to a *project force majeure event*, in which case clause 3.4 applies).
- 3.2.3 If you notify us that you are unlikely to achieve a *milestone* by the relevant *milestone date* due to a reason other than a *project force majeure event*, we may, in our sole discretion, agree to extend such *milestone date* and issue you a new *milestone date* for achieving the affected *milestone(s)* for an appropriate period (as determined by us in consultation with you) provided that you have been, and continue to, use reasonable efforts to achieve the relevant *milestone*.
- 3.2.4 If you consider a *milestone* has been achieved, you must promptly provide us with evidence (in a form satisfactory to us) that such *milestone* has been achieved.
- 3.2.5 Upon receipt of evidence provided in accordance with clause 3.2.4, we will advise you within ten (10) *business days* as to whether we are satisfied that the *milestone* has been met and whether the status of your *project* is "**on track**".
- 3.2.6 If no evidence is provided in accordance with clause 3.2.4, or the evidence provided is considered insufficient to demonstrate that the *milestone* has been met, we will notify you that the *project milestone remedy period* has started (**milestone default notice**). We and you agree to constructively engage and consult with each other as required during the *project milestone remedy period* to understand the reasons why the *milestone* cannot be achieved and whether the relevant *milestone* can or is likely to be achieved.
- 3.2.7 If during the *project milestone remedy period*, your *project* progresses such that it achieves the *milestone* that it failed to achieve by the relevant *milestone date*, your *project* will be considered "**on track**".
- 3.2.8 Where, at the end of the *project milestone remedy period* for a *milestone*, the relevant due date for meeting a *milestone* has not been achieved, we may end this *connection contract* by giving you ten (10) *business days* notice in writing.

3.3 Ongoing compliance with milestones

- 3.3.1 If you have achieved a *milestone*, but can no longer satisfy the requirements of such *milestone* or are likely unable to continue to satisfy the requirements of such *milestone*, you must promptly notify us of such fact. We may also ask you to confirm that you are still able to meet the requirements of a *milestone*, and you must promptly and accurately respond to any such request.
- 3.3.2 In the event that the ongoing requirements of a *milestone* are no longer met, we will notify you that a *project milestone remedy period* has started, in which case clause 3.2.6 – 3.2.8 will apply.

3.4 Impact of project force majeure event on achieving milestones

3.4.1 If you are affected, or likely to be affected, by a *project force majeure event* you must:

- (a) promptly, but at least fifteen (15) *business days* of being affected or becoming aware of the likelihood of being affected, give us notice of that fact;
- (b) keep us updated on a regular basis, including providing details and full particulars of the *project force majeure event*, an estimate of its likely duration, the affected *milestone* and the steps taken and proposed to be taken to rectify it; and
- (c) use all reasonable efforts to remove, overcome or minimise the effects of the *project force majeure event* as quickly as possible.

3.4.2 If the *project force majeure event* impacts or prevents your ability to meet any of the *milestones*, your obligation to satisfy such *milestones* are suspended, and we will issue a new due date for each relevant affected *milestone* once the *project force majeure event* has ceased.

3.4.3 If as a consequence of the *project force majeure event*, you are relieved of your obligation to meet any of the *milestones* for a period of six (6) consecutive months, either party may end this *connection contract* by giving at least twenty (20) *business days* notice to the other party.

3.5 Connection prioritisation termination costs

3.5.1 If we end this *connection contract* under either clause 3.2.8 or 3.4.3, you must, at our request, reimburse us for our costs and the expenses we incur in connection with ending this *connection contract*, including our costs and the expenses we incur up to the date of termination in processing and managing your *connection application* (provided we can substantiate such costs).

4 Provision of contract services

4.1 Our provision of connection services

4.1.1 We are not directly involved in the work required to *connect the premises* and/or the *distribution connected unit* to the *distribution system*. This work is provided by *accredited service providers* or suitably qualified licensed *electrical professionals* which you must retain.

4.1.2 We will provide you with *connection services* on the terms and conditions set out in this *connection contract*.

4.1.3 We provide the *connection services* under this *connection contract* within timeframes that allow us to meet our obligations in relation to the *Table of Critical Dates*. The timeframes for commencing and completing work are set out in Appendix A of this *connection contract*.

4.2 Information

4.2.1 If you have any queries about our *connection services*, please contact us and we will provide you with any reasonable technical or other information that we may have about your *connection*. You may also access important information about new *connections* or *connection alterations* on Ausgrid's *website*.

5 Characteristics and particulars of the connection

[Drafting Note: Optional clause where the customer's capacity is being determined by Ausgrid via the standard process (as opposed to a dynamic connection). Delete this clause 5 if not applicable due to a dynamic connection. If this clause 5 is being used, delete Appendix H.]

5.1 Connection capacity when the connection is established

5.1.1 We, acting reasonably, have assessed and determined the *capacity* that will ensure a safe and reliable supply of electricity to and from the *premises* you have described in the *connection application*.

5.1.2 In determining the *capacity*, we considered:

- (a) our assessment of *network capability*, which takes into account factors such as the configuration and the capacity of various elements of the *distribution system*, penetration levels of the *distribution connected units* at the *premises* and any relevant conditions; and

- (b) the *capacity* applied for in the *connection application* (but we are not obliged to agree to your requested *capacity*).

5.1.3 The *maximum capacity* of the *connection* at the *premises* and/or the maximum three phase *load* that may be drawn from the *distribution system* is stipulated in item 3 of the *schedule to the certified design* (as amended in accordance with clause 5.2).

5.1.4 You, acting reasonably, must inform us within a reasonable time of any permanent material change to the predicted *load* at the *premises* by submitting to us a revised predicted *load* table in the same form as Table 1 of Appendix E. We must record the revised predicted *load* in Appendix E and our register of *site specific conditions*.

5.1.5 Clauses 5.2 and 5.3 apply unless you have entered into an *ongoing connection contract* with us on negotiated terms (in which case, our right to review *load* and reduce *maximum capacity* will be governed by the terms of the *ongoing connection contract*).

5.2 Review of load and reduction of maximum import capacity

5.2.1 At any time on or after the second anniversary of the date we inform you that the *electrification* has occurred, we may review the *maximum import capacity* of the *premises*.

5.2.2 If:

- (a) the *premises peak maximum utilisation load* (being the highest "interval load" in a twelve (12) month cycle, with the "interval load" being the average *load* of the *premises* over a fifteen (15) minute interval (and with each interval commencing on the end of the previous such interval), in each case as measured by us over two consecutive twelve (12) month periods preceding the *review date*, is less than predicted peak utilisation *load* for the relevant period as specified in Table 1 of Appendix E corresponding to the relevant *review date*; and
- (b) we require the unused *capacity* on the *distribution network* to relieve a forecast *network constraint*,

then we may, with due consideration of the predicted peak committed *load* given in Table 1 of Appendix E, nominate to reduce the *maximum import capacity* to an amount that is no less than the highest of the two (2) consecutive *premises peak maximum load* measurements in clause 5.2.2(a) (the ***nominated maximum capacity***).

5.2.3 If we nominate to reduce the *maximum import capacity* under clause 5.2.2, then:

- (a) we must give you written notice of the ***nominated maximum capacity*** within thirty (30) *business days* of the *review date*; and
- (b) if requested in writing by you, and such request is accompanied by a revised predicted *load* table in the same form as Table 1 of Appendix E reflecting any permanent material change to the predicted *load* at the *premises* that would be reasonably likely to result from reducing the *maximum import capacity* to the ***nominated maximum capacity***, the authorised representatives of the parties must meet and renegotiate in good faith with the intention of agreeing a lesser reduction in the *maximum import capacity* (the ***renegotiated maximum capacity***), within ten (10) *business days* of us giving the notice required under clause 5.2.3(a) above.

5.2.4 For the avoidance of doubt, a ***renegotiated maximum capacity*** may be a zero reduction in the *maximum import capacity* but may not be an increase to the *import capacity*

5.2.5 If:

- (a) the parties reach agreement under clause 5.2.3(b), then we may (if the ***renegotiated maximum capacity*** is less than the current *maximum import capacity*) reduce the *maximum import capacity* so that it is no less than the ***renegotiated maximum capacity***; or
- (b) the parties do not reach agreement within the timeframe specified in clause 5.2.3(b) and no dispute has been raised by you in accordance with clause 5.2.6, then we may reduce the *maximum import capacity* so that it is no less than the ***nominated maximum capacity*** and you must, acting reasonably, determine whether such reduction in *maximum import capacity* (if any) results in a permanent material change to the predicted *load* at the *premises*.

5.2.6 If you dispute our decision under clause 5.2.3 to reduce the *maximum import capacity* following a failure to reach agreement as contemplated in clause 5.2.4, or we dispute your revised predicted *load* under clause 5.1.4, or the parties fail to reach an agreement within the timeframes specified in

clause 5.2.3(b), a dispute may be raised in accordance with clause 21 within twenty-five (25) *business days* of the relevant event that gave rise to the dispute occurring.

5.2.7 In the event the parties fail to reach an agreement within the timeframes specified in clause 5.2.3(b) and no dispute is raised in accordance with this clause 5.2.7, then we may reduce the *maximum import capacity* so that it is no less than the *nominated maximum capacity* in accordance with clause 5.2.4. We may not reduce the *maximum import capacity* of the *premises* other than in accordance with this clause 5.2.

5.3 Review and reduction of maximum export capacity

5.3.1 At any time on or after the second anniversary of the date we inform you that the *electrification* has occurred, we may review the *maximum export capacity* (where applicable).

5.3.2 If, at the *review date*:

- (a) the actual export electricity at the *connection point* for two (2) consecutive years preceding the *review date* is less than the *maximum export capacity*; and/or
- (b) we require the unused *capacity* on the *distribution network* to relieve a *forecast network constraint* and/or manage network capability,

we may nominate to reduce the *maximum export capacity* to an amount that is no less than the maximum level of electricity actually exported for and during the previous two (2) consecutive years.

5.3.3 We must not reduce the *maximum export capacity* under clause 5.3.2 above unless:

- (a) we have consulted with you, in good faith, in relation to your anticipated future *export capacity* and considered any evidence submitted by you to us; and
- (b) we have provided you with written notice of our decision to reduce the *maximum export capacity* within a reasonable time prior to us making the proposed reduction and provided you with the revised *maximum export capacity*.

5.3.4 If you disagree with our reduction in *maximum export capacity*, you may raise a dispute in accordance with clause 21 within twenty-five (25) *business days* of our notice to you of such nomination of a reduction of your *maximum export capacity*. We may only reduce the agreed *maximum export capacity* in any other circumstance if we have your agreement to do so.

5.4 Registration of revised capacity and charges

5.4.1 If we reduce the *maximum capacity* of the *connection* at the *premises* in accordance with clause 5.2 or 5.3, we must record the revised *maximum capacity* of the *connection* in our register of *site specific conditions*.

5.4.2 If we either agree or are required to allow you to retain the *maximum capacity* that you had prior to undertaking a review under clause 5.2 or 5.3, we may charge you for that *capacity* at the *premises* as part of any ongoing customer connection services under our *ongoing connection contract* in accordance with our *connection policy*.

5.5 Maximum capacity of connection must not be exceeded

5.5.1 If the *connection* exceeds the *maximum capacity* at the *premises*, then we may also require you, at your cost, to either:

- (a) remediate the *connection* to within the agreed limit (e.g. by installing a *load* or *export capacity* limiting device at your *premises*); or
- (b) enter into a new *connection contract* for increased *maximum capacity*.

5.6 Connection point and point of common coupling

5.6.1 The *connection point* and *point of common coupling* are at the points identified in the *connection application* (unless altered under clause 5.7).

5.6.2 If we consider it necessary to provide a safe and efficient supply of electricity, we may require:

- (a) a different *connection point* or a different *point of common coupling* from those indicated in the *connection offer* or the *contract notification letter*;
- (b) more than one *connection point* at the *premises*; or

(c) disconnection or amalgamation of existing *connection points* which will be nominated in the *connection offer*.

5.7 Application for connection alteration

5.7.1 An application for a *connection alteration* must be made if, before *connection*, you require, at the *premises*, additional *capacity* or wish to make any changes to the *connection* arrangements established under this *connection contract*.

6 Dynamic connections

6.1 Dynamic connection arrangements

6.1.1 If you have elected for the *connection* of your *electrical installation* and/or *distribution connected unit* to have fixed and variable capacity limits (**dynamic connections**) in relation to your consumption and generation of electricity, Appendix H of this *connection contract* applies.

7 Environmental, technical and safety requirements

7.1 Your obligations

7.1.1 You must do everything reasonably necessary to ensure that your *electrical professional* and any other contractor working on the *premises* or performing *work on or near the distribution system* complies with the environmental, technical and safety requirements set out in this clause 7, including by using all reasonable endeavours to include an obligation requiring them to do so in your contracts with them.

7.1.2 You must accommodate on the *premises*, and protect it from harm, any *premises connection assets* and any metering equipment which are required to be located on the *premises*. Where we require you to accommodate equipment at the *premises* necessary for the *connection* of the *distribution connected unit* to the *distribution network*, you also have an obligation to accommodate such equipment and protect it from harm.

7.1.3 Prior to *electrification*, you remain responsible and liable for the care and condition of the *assets* and the *electrical installation* and for the *work under the contract* or any other *contestable connection services* carried out at the *premises* by or on your behalf. To the extent the *work under the contract* or any other *contestable connection services* under this *connection contract* affect the safety, security or reliability of the *distribution system*, you must (at your own cost) promptly make good any loss or damage related to the *assets* while you are responsible for their care and condition.

7.1.4 The *assets* as built must comply in all respects with the *certified design*.

7.2 Technical, safety and environmental compliance

7.2.1 You must do all things reasonably necessary to ensure that:

- (a) *work on or near the distribution system* must be done in accordance with our **Electrical Safety Rules** (which are available to download from Ausgrid's website);
- (b) the *electrical installation* and the *assets* comply with (or are maintained and operated, either by you or your authorised representatives, in accordance with) the requirements of Ausgrid's *Connection Standards* and any other applicable *laws*;
- (c) the *assets* and the *electrical installation* are *fit for purpose*, which includes ensuring that the *assets* and *electrical installation* are:
 - (1) fit to operate safely in accordance with applicable *energy laws*, pose no fire risk to the environment that surrounds the *premises* and satisfy the requirement that all live parts must remain properly insulated and protected against inadvertent contact with any person; and
 - (2) designed and installed so as to ensure that they cannot be used in a manner that exceeds the operating limits imposed by the relevant design or the *Service and Installation Rules*;
- (d) *your ASP/1* complies with the *environmental requirements*;

- (e) you and any person engaged by you to perform your obligations under this *connection contract*, complies with all applicable *laws* relating to work health and safety and any appropriate warning signs are installed in accordance with applicable standards;
- (f) reasonable precautions are taken to prevent situations where a *distribution connected unit* (if any under this *connection contract*) maintains a supply to the *distribution system* after it has been *disconnected*, including installing anti-islanding relays; and
- (g) you comply with any additional technical requirements and *site specific conditions* as determined by us, including:
 - (1) *maximum capacity* and for *dynamic connections*, *fixed capacity* and *variable capacity*;
 - (2) *power quality emissions limits* (see clause 7.9);
 - (3) power factor;
 - (4) ride through capability;
 - (5) minimum short circuit ratio (SCR);
 - (6) protection systems, protection equipment and fault clearance times;
 - (7) monitoring for control stability;
 - (8) emergency under-frequency *load shedding* or ramp down;
 - (9) enhanced technical specifications for large load performance;
- (h) the final determination of the National Electricity Amendment (Efficient management of system strength on the power system) Rule 2021 and associated system strength impact assessment guidelines (SSIAG).

7.3 CER information, CER Register and technical facilities

- 7.3.1 You authorise us to access, store and utilise your *CER information* for the purpose of planning, managing and operating the *distribution network*, delivering efficient supply of electricity to the *distribution system* and enabling increased participation in *CER*. You must provide us with any further reasonable assistance that we may require for these purposes.
- 7.3.2 We must not disclose your *CER information* to any third party, except with your express consent, as required by any *law* or where the disclosure is to a consultant, professional advisor or subcontractor for the purpose of interpreting, managing or controlling the *CER information*.
- 7.3.3 You must provide such support to us and *CER* installers as we may, or the *CER* installers may, reasonably request to manage the reliability, safety, stability and security of the *distribution system* and our obligations under *laws* (including under an emergency backstop mechanism), in particular by cooperating with us to:
 - (a) implement technical and network communication arrangements with respect to *CER*;
 - (b) arrange, where appropriate, connection between *CER* assets and our servers and computers to enable the receipt and control of signals and configuration information, to be used by us when necessary to manage emergencies and to maintain *distribution network* stability.
- 7.3.4 If *CER Register information* requires updating because a *distribution connected unit* at the *connection point* is installed, modified or decommissioned, you must ensure that:
 - (a) the *electrical professional* engaged to install, modify or decommission the *distribution connected unit* is a *CER Register* account holder and complies with AEMO's requirements for updating and completing the *CER Register* for the *connection* as soon as reasonably practicable; and
 - (b) if you become aware that the *electrical professional* will not update, or has not updated, the *CER Register* as required under clause 7.3.4(a), you must contact us to discuss an appropriate course of action.

7.4 Premises safety, network safety and equipment interference

7.4.1 You must comply and ensure that your *electrical professionals* comply with any reasonable requirement imposed by us before or after the *connection* is *electrified*, or at any stage prior to the expiry of the *rectification period*, if we become aware of any *defect* or other matter or thing that in our reasonable opinion may:

- (a) cause the *electrical installation or distribution system* to present a health and safety risk or risk to the security of the *distribution system*;
- (b) cause the *electrical installation* or the *assets* to not comply with the conditions of this *connection contract*; or
- (c) damage the *distribution system* or any other customer's *electrical installation* or electrical goods or equipment utilising that *electrical installation*.

7.4.2 You acknowledge and agree:

- (a) that if you or your *electrical professionals* install equipment that, after *connection* or *electrification*, causes interference to the electricity equipment operated by us or to electricity sold to any *retail customer* at any premises, we may *disconnect* the *premises* and require the equipment causing the interference to be rectified at your cost;
- (b) to take reasonable steps to ensure that your *electrical professionals* select and install equipment that must not, or will not be likely to, cause such interference;
- (c) that if we inform you before or after *connection* or *electrification* that in our reasonable opinion any equipment installed at the *premises* will cause, or is likely to cause, such interference, you will take such steps reasonably necessary to ensure that no such interference occurs; and
- (d) that we may, at our discretion, withhold our *connection services*, *disconnect* the *premises* after the *connection* is *electrified* or end the *connection contract* if you do not comply with our reasonable requirements under this clause 7.4.2.

7.5 Consumer's mains and main switchboard

7.5.1 The *consumer's mains* and the main switchboard must be complete, fully compliant with the relevant standards, free of defects, *fit for purpose* and ready to be *electrified* at least ten (10) *business days* prior to *electrification* of the *premises connection assets*.

7.5.2 You acknowledge that we will not *electrify* any relevant substation unless the *consumer's mains* and the main switchboard comply with the requirements of this clause 7.5.

7.6 Installation drawings and documentation

7.6.1 We will notify you or your *electrical professional* of the private *electrical installation* documents (e.g. installation drawings and details) that are required under this *connection contract* to be submitted to us for assessment no later than twenty (20) *business days* prior to the *proposed completion date* or *proposed electrification date* (as may be adjusted in accordance with this *connection contract*).

7.6.2 You must ensure that any installation drawings and documents submitted to us under clause 7.6.1 will be amended to accord with any reasonable technical, safety or environmental requirements notified by us to your *electrical professional*.

7.6.3 Installation drawings and documents must be submitted in completed and final form no more than ten (10) *business days* prior to the *proposed completion date* or *proposed electrification date*.

7.7 Metering services

7.7.1 You must ensure that before the *connection* is *electrified*, an appropriate meter (or meters, as required) to measure *import capacity* and/or *export capacity* at the *premises* have been installed in accordance with applicable *energy laws*. Metering arrangements, including the type, provision and installation of the meter must comply with the *rules*, the *Service and Installation Rules* and all other applicable *energy laws*.

7.7.2 If *CT Metering* is required, *current transformers*, *voltage transformers* (as required) and associated secondary wiring and equipment must be installed as part of your *electrical installation*. It is your responsibility to make arrangements with your *retailer*, or *Metering Coordinator* if you are a *large customer* as defined under the *rules*, if you require a meter with higher functionality.

7.7.3 Other than metering for the supply of electricity to *common property* or a single customer, this *connection contract* does not require the installation any meter for individual *premises* until *connection* is sought for each such *premises*.

7.8 Operating & Maintenance Protocol

7.8.1 At least ten (10) *business days* prior to *electrification* of the *assets*, we and you will develop and agree on an **Operating and Maintenance Protocol** for the *premises*. The **Operating and Maintenance Protocol** contains details about:

- (a) the location of the *connection points* within the *premises*;
- (b) the location of our *connection assets* within the *premises*;
- (c) our key contact details and your high voltage operation;
- (d) the *import capacity* or *export capacity* of the *premises* (subject to clause 5 or 6 of this *connection contract*);
- (e) access arrangements for our *connection assets* within the *premises*;
- (f) other matters in relation to the safe operation and maintenance of the *connection point* and *distribution system* as it relates to the *premises*; and
- (g) arrangements for supply interruptions for the *premises*.

7.8.2 Where planned operating work within our *distribution network* may affect the supply of energy to your *premises*, we will notify you in accordance with the requirements of the **Operating and Maintenance Protocol** (unless we separately obtain your agreement in writing in accordance with our *ongoing connection contract* or a shorter period).

7.8.3 Where planned operating work within your *electrical installation* or *premises* may affect the *distribution network* (or if you require us to facilitate a planned interruption of supply of energy to the *premises*), you must notify and consult with us in accordance with the requirements of the **Operating and Maintenance Protocol**. We reserve the right to charge for any services we may provide for your initiated interruptions or restorations.

7.8.4 The **Operating and Maintenance Protocol** may be amended by agreement in writing between the parties. We must record the **Operating and Maintenance Protocol** in our register of *site specific conditions*.

7.9 Compliance with power quality emissions limits

7.9.1 Our *power quality emissions limits* ensure safe and reliable supply of electricity to the *premises* and other customers connected to the *distribution network*.

7.9.2 We, in accordance with our obligations under the *rules*, have determined the *power quality emissions limits* that are applicable to your *electrical installation* at the *point of common coupling*. We must record the *power quality emissions limits* in our register of *site specific conditions*.

7.9.3 It is a condition of the *connection* that periodic assessment of the *connection* is carried out to ensure continued compliance with these *emissions limits*. Where negotiated *emissions limits* have been specified and only applied to specific or particular components of waveforms of voltage and current, the periodic assessments shall cover all quantities that have *power quality emissions limits* applied.

7.9.4 Any costs incurred by us in the process of creating, managing or in providing data to carry out these assessments (by us or others) may be passed on to you as *connection application* related services in accordance with our *connections policy*.

7.9.5 If we revise the *power quality emissions limits* due to changes to the *maximum capacity* of the *connection* or as a result of periodic assessment or due to expiry of applicable *emissions limits*, then we must record the revised *power quality emissions limits* in our register of *site specific conditions*.

8 Appointing electrical professionals

8.1 You must retain electrical professionals

8.1.1 You must ensure an appropriately qualified *electrical professional* who holds a current *Ausgrid authorisation* to work on or near the *distribution system* has been appointed to perform the *work under the contract* as *contestable connection services*, including by:

- (a) appointing an *ASP/1* to construct your *electrical installation* and ensure that your *connection* and its impact on the *distribution system* remains safe and reliable; and
- (b) appointing an *ASP/1* to install and connect the *premises connection assets* (with you and your *accredited service providers* determining what *premises connection assets* are required) in accordance with the *Service and Installation Rules*.

8.1.2 The fees and charges for the *contestable connection services* and *premises connection assets* are payable by you directly to your *ASP/1* or other relevant *electrical professional*. These charges are not covered by the *connection charges* payable under this *connection contract*.

8.2 Role of your electrical professional under this connection contract

- 8.2.1 The *contestable connection services* performed by your *ASP/1* is pursuant to a contract between you and your *ASP/1* and we are not a party to that contract.
- 8.2.2 You acknowledge that your *ASP/1* is party to an *authorisation agreement* with us, which obliges the *ASP/1* to comply with our requirements in respect of the construction and installation of works relating to *contestable connection works*.
- 8.2.3 Where a provision of this *connection contract* refers to a requirement that will be discharged by your *ASP/1* on your behalf (as your agent), you must ensure that your *ASP/1* complies with the requirement and you will continue to be responsible and liable for the performance of that requirement, and any acts or omissions of your *ASP/1* in breach of your obligations may lead us to end this *connection contract* or suspend the *connection services*, leading to a delay in your *connection*.
- 8.2.4 You acknowledge that if you have engaged your *ASP/1* to act as your agent for the performance of obligations under this *connection contract* and to perform the *contestable connection services*, your *ASP/1* may have a conflict of interest in acting for itself under the *authorisation agreement* and for you under this *connection contract*.

9 Deed of guarantee of minimum revenue

9.1 Circumstances in which we may require security

- 9.1.1 If we are providing *connection services* under this *connection contract* and are entitled to require you to provide security for the cost of *augmentation* under our *connection policy*, or where our *connection policy* does not apply but we agree to fund *augmentation works*, we may, as a condition of undertaking and/or funding the *augmentation works*, require you to enter into a *deed of guarantee of minimum revenue*:
 - (a) in which you undertake to pay during a certain period to be agreed between us (typically between five (5) – ten (10) years but may be a longer) after the date of *electrification* a sum equal to the minimum *NuoS charges* amount that we calculate and apply in accordance with the *rules* to cover the costs of the *augmentation works*; and
 - (b) pursuant to which you provide us a *bank guarantee* for the sum set out in item 9 of the *schedule to the certified design* to secure the *deed of guarantee and minimum revenue*.
- 9.1.2 If we require you to enter into a *deed of guarantee of minimum revenue* in accordance with clause 9.1.1:
 - (a) item 9 of the *schedule to the certified design* will state that a *deed of guarantee of minimum revenue* is required and will stipulate the amount of security to be provided; and
 - (b) if applicable, we will set out in Appendix D our requirements in relation to executing the *deed of guarantee of minimum revenue* and any preconditions to us providing our *connection services*, construction services and *electrification*.
- 9.1.3 The *deed of guarantee of minimum revenue* is available on Ausgrid's website.

10 Amendments to the certified design

10.1 Scope of variations

- 10.1.1 You must ensure that, at any time before or during construction of the *work under the contract*, the *work under the contract* is consistent with the *certified design*.

10.1.2 We may also reasonably decide that a *certified design* is deficient in accordance with clause 10.1.1 (and requires modification) on grounds that include:

- (a) unsuitable or unsafe site conditions;
- (b) latent conditions;
- (c) non-compliance with *Ausgrid's Connection Standards*; and
- (d) any other material non-compliance with the environmental, technical and safety requirements set out in clause 7.2.

10.1.3 If at any time before or during construction of the *work under the contract*, a design variation is required to the *certified design* (including as may be required by us under clause 10.1.2), you must take reasonable steps to ensure that *your ASP/1* confers with *your ASP/3* to ascertain what design modifications are required to the *certified design*.

10.2 Work under the contract

10.2.1 You acknowledge and agree that where a design variation is proposed, we may (acting reasonably):

- (a) agree that work may proceed and that the relevant amendments to the *certified design* may be recorded "as-built" in our *G/S* and other relevant asset systems, or the *certified design* may be submitted for re-certification under the *design contract* at a later date; or
- (b) require *your ASP/3* to submit an amended design for re-certification or submit a new design that becomes a *certified design* before the work affected by the design variation proceeds.

10.2.2 If clause 10.2.1(b) applies:

- (a) you must order *your ASP/1* to suspend *work under the contract* affected by the proposed design variation; and
- (b) if you disagree with our decision, you may make a written request to us for a conference, which must be held within five (5) *business days* of your request.

10.3 Cost of variations

10.3.1 You acknowledge and agree that we will not be liable for any costs incurred by you or any *electrical professional* in connection with any amended or new design required by us under this clause 10.

11 Work under the contract

11.1 Timetable for work under the contract

11.1.1 Following your acceptance of the *connection offer*, you must ensure that *your ASP/1* submits to us a *Table of Critical Dates* in accordance with Appendix A, recording all critical dates relevant to either the *electrification of work under the contract*.

11.1.2 It is your responsibility to agree timeframes for commencing and completing the *work under the contract* with *your ASP/1*. You acknowledge and agree that, in submitting the *Table of Critical Dates* (including submitting any changes under clause 11.1.3 and amendments under clause 11.1.7), *your ASP/1* is doing so in consultation with you and with your approval and agreement.

11.1.3 You must ensure that *your ASP/1* submits the *Table of Critical Dates* and updates it to reflect any changes, including any changes as a result of a variation to the *certified design* under clause 10.

11.1.4 We will accept the *Table of Critical Dates* as the timetable to which *your ASP/1* and we will work unless we consider, on reasonable grounds, that either *your ASP/1* or us, or both, will be unable to comply with any date in the *Table of Critical Dates*.

11.1.5 If we do not accept the *Table of Critical Dates*, we will notify you and *your ASP/1* in writing, setting out our reasons. Any dispute arising in relation to the *Table of Critical Dates* is a dispute for the purposes of clause 21 of this *connection contract* and the parties must attempt to resolve the dispute in accordance with that clause.

11.1.6 You acknowledge and agree that:

- (a) the timely progression and completion of the *connection services* requested by you depends on *your ASP/1*; and

(b) we do not control, nor do we make any representation as to, or accept any responsibility for, the time taken by *your ASP/1* in carrying out any works in connection with your requested connection service.

11.1.7 Before or during construction of the *work under the contract*, the *Table of Critical Dates* may be amended from time to time by agreement between us and *your ASP/1*.

11.2 Failure to meet critical dates

11.2.1 If *your ASP/1* fails to meet a critical date set out in the *Table of Critical Dates*, and we request a revision to the *Table of Critical Dates*, you must ensure that *your ASP/1* revises the table to show new critical dates and submits a copy to us. If we do not accept the revised *Table of Critical Dates*, we will notify you and *your ASP/1* in writing, setting out our reasons. Any additional costs reasonably incurred by us and substantiated in writing arising out of or in connection with any revision to the *Table of Critical Dates* due to a failure by *your ASP/1* to meet a critical date will be a debt due and payable by you to us.

11.2.2 Where the revision to the *Table of Critical Dates* affects the *proposed electrification date* we will, subject to any *force majeure* event, make reasonable attempts to reserve a new *proposed electrification date* on or close to the date *your ASP/1* has identified but may not be able to do so. If we cannot reserve the requested date, we will provide *your ASP/1* with a list of alternative dates. In that event, *your ASP/1* must either respond to us accepting one of our alternative dates or propose further dates.

12 Commencement of work under the contract

12.1 We will notify you and your ASP/1 that work under the contract and the Ausgrid-funded assets works may commence

12.1.1 We will send written notice to you and *your ASP/1* that *work under the contract* may commence when:

- (a) the requirements of clause 14.1 have been met in relation to *interests in land*;
- (b) all sums invoiced by us in accordance with clause 17.1.4 have been paid; and
- (c) we have provided agreement to the *Table of Critical Dates* in accordance with clause 11.1.4.

13 ASP/1's and other electrical professional's performance

13.1 ASP/1's performance

13.1.1 If we notify you that we have reasonable cause for dissatisfaction with *your ASP/1*'s performance of the *contestable connection services*, you will cooperate with us to take whatever reasonable measures are necessary to ensure that those services are performed in accordance with our reasonable requirements.

13.1.2 You must immediately order *your ASP/1* to stop work if we notify you in writing that *your ASP/1*:

- (a) has committed a serious breach of the technical, safety and environmental compliance requirements set out in clause 7.2; or
- (b) has failed to rectify a *major defect* in any *work under the contract*.

13.1.3 You acknowledge and agree that:

- (a) *your ASP/1* is responsible for ensuring that all non-electrical work utilised by the *ASP/1* in the construction of *assets* is safe and *fit for purpose*; and
- (b) until *your ASP/1*, acting reasonably, is satisfied that the modification referred to below in clause 13.2.1(c) has been completed and the work is *fit for purpose*, no further *work under the contract* to the extent that any further work is dependent on such work being *fit for purpose*.

13.2 Rectification of defects pre electrification

13.2.1 At any time prior to *electrification*, you are responsible for ensuring that:

- (a) you arrange for *your ASP/1* to rectify any *major defect* or *minor defect* in the *work under the contract* at no cost to us;

- (b) you arrange for *your ASP/3* to rectify and re-design any *defective design* and arrange and fund any rectification works to the *assets* required due to such *defective design* at no cost to us; and
- (c) you rectify (or you procure your *electrical professional* to rectify) any *non-electrical defect* at no cost to us.

13.2.2 *Major defects* must be rectified immediately and all other *defects* in works must be rectified within ten (10) *business days* of us reporting on, and notifying you of, the relevant *defect* or you or your *electrical professional* becoming aware of it (or other period agreed by us in our sole discretion).

13.2.3 You and *your ASP/1* acknowledge and agree that *electrification* will not occur on the scheduled date if any *defects* in works are identified before the *proposed electrification date* and not resolved at least ten (10) *business days* in advance of the scheduled date, and that date will be postponed. You will be responsible for any additional costs incurred by us associated with a *defect*, such as rescheduling.

13.3 Rectification of defects during rectification period

13.3.1 You acknowledge and agree that:

- (a) *your ASP/1* will be responsible and liable at its own cost and expense for rectifying any *defect* in the *work under the contract* for the *rectification period*;
- (b) you are responsible and liable for, at your own cost and expense, all re-design work required to rectify and make good a *defective design*, and any rectification works to the *assets* required due to such *defective design*, during the *rectification period*; and
- (c) you are responsible and liable for rectifying (or procuring your *electrical professional* to rectify) at your own cost and expense any *non-electrical defects* and any rectification works to the *assets* required due to the *non-electrical defects*, at the *premises* during the *rectification period*.

13.3.2 At any time before the expiry of the *rectification period*, you have an obligation to ensure that your *electrical professional* rectifies any *defect*.

13.3.3 *Major defects* must be rectified immediately and other *defects* must be rectified within ten (10) *business days* of us reporting on, and notifying you of, such *defect* or you or *electrical professional* becoming aware of the *defect*.

13.4 Rectification requirements and indemnities

13.4.1 Rectification work must be done in accordance with our requirements.

13.4.2 If any *defect* is not rectified in accordance with clause 13.2 or 13.3 or where urgent action is necessary to protect the safety, security and reliability of the *distribution system*, we may at our discretion take actions reasonably necessary to carry out the rectification work to our reasonable satisfaction and at your cost and expense (provided that costs must be reasonably incurred and substantiated in writing), including disconnecting the *premises* until the relevant *defect* or fault is rectified.

13.5 Termination of your contract with the ASP/1

13.5.1 You acknowledge that if:

- (a) *your ASP/1*'s performance referred to in clause 13.1.1 is not remedied; or
- (b) the *major defect* referred to in clause 13.1.2 is not rectified,

the safety, security and reliability of the *distribution system* may be at risk, and if the performance issue is not promptly remedied, or the *major defect* is not rectified following our written notice to you requiring such remediation or rectification, we may terminate our *authorisation agreement* with *your ASP/1*.

13.5.2 If *your ASP/1* continues to undertake the *work under the contract* where the matters in clause 13.5.1 have not been remedied or rectified or where we have terminated the *authorisation agreement* with *your ASP/1*, we may end this *connection contract* with ten (10) *business days*' notice unless you terminate your contract with *your ASP/1* and engage another *ASP/1* to complete the *contestable connection services*.

13.5.3 You must comply with the notification requirements under the *design contract* which apply in the event that you change or engage another *ASP/1*.

13.5.4 If you change your *ASP/1* in accordance with the requirements under the *design contract*, and your new *ASP/1* requests to utilise assets (such as ducts, cabling, plant and equipment) previously installed by your *ASP/1*, you must obtain written consent from your *ASP/1* and, if requested, provide us with evidence of that consent.

13.6 Payment claims for contestable services

13.6.1 Notwithstanding that your *ASP/1* has no entitlement to claim payment from us in respect of the contestable *work under the contract*, if your *ASP/1* issues a payment claim for the *work under the contract* under the *SOP Act* to us then you must indemnify us for any:

- (a) payment that we are required to pay your *ASP/1* pursuant to any adjudication determination or judgement in respect of the payment claim; and
- (b) legal costs (on an indemnity basis) reasonably incurred by us in respect of such payment claim.

14 Agreement to grant leases or easements

14.1 Interests in land

14.1.1 You must do all things necessary, as and when directed by us to grant, or if you are not the registered proprietor of the *land* comprising the *premises*, arrange for the registered proprietor of the *land* to grant, the *Network Owner* the *interests in land* stipulated in the *schedule to the certified design*.

14.1.2 At least six (6) weeks prior to *electrification* you must (unless we direct you in writing otherwise) provide us with:

- (a) a duly executed *deed of agreement* or a registerable instrument in the form of an easement or lease granting us the *interests in land* required under clause 14.1.1; and
- (b) if you are submitting a registerable instrument in the form of an easement or lease in clause 14.1.2(a) (and not a *deed of agreement*), a *survey plan* from a *registered surveyor* in registerable form and complying with all requirements of the *LRS* giving effect to, and showing the specific location of, the *interests in land* required under clause 14.1.1.

14.1.3 At least two (2) weeks prior to *electrification* you must (unless we direct you in writing otherwise):

- (a) lodge the *interests in land* in favour of the *Network Owner* for registration with the *LRS* and provide us with proof of lodgement of the *interests in land* from *LRS*, but only if you have provided us (or have been directed by us to provide us) with a duly executed registerable easement or lease under clause 14.1.2(b); and
- (b) in accordance with the agreed staging of works with your *ASP/1*, procure and provide us with the *red line survey plan* from a *registered surveyor*.

14.2 Caveat on title

14.2.1 If you provide (or have been directed by us to provide) a *deed of agreement* to us under clause 14.1.3(a), on receipt of the *deed of agreement* we may lodge a caveat on the title of the *land* affected by the relevant *interest in land* to protect the *Network Owner's interest in land* until such time that the *interest in land* is registered with the *LRS*. You must not take any action, or cause or permit or encourage any action, that would cause the removal of that caveat without our written consent.

14.2.2 If a transfer of the *land* is sought prior to registration of the *interests in land*, you must obtain a replacement *deed of agreement* from the prospective landowner which complies with clause 14.1.3(a) as a precondition to any caveat consent being provided by us.

14.3 Electrification prior to registration

14.3.1 If, for whatever reason, *electrification* occurs prior to registration of the *interests in land* you must use your best endeavours to register the *interests in land* no later than forty (40) *business days* after *electrification*.

14.3.2 If you fail to comply with clause 14.3.1, we may elect to serve you with a registration demand and may commence legal proceedings against you if the failure is not rectified within twenty (20) *business days* of the date of the registration demand. You agree to indemnify us for our costs (including all legal costs) for such proceedings and issuing of such notices.

14.4 Ausgrid's right to suspension for non-compliance

14.4.1 If you fail to comply with your obligations under this clause 14, we reserve the right to suspend performing our obligations under the *connection contract* and order *your ASP/1* to cease continuing work under the *contract* (**suspension of work**). If a *suspension of work* occurs, you must take all steps to immediately rectify the situation before we recommence discharging our obligations under this *connection contract* or allowing *your ASP/1* to continue work under the *contract*.

15 Electrification, delay to the proposed electrification date and force majeure

15.1 Electrification

15.1.1 We will *electrify the premises connection assets* on the *proposed electrification date* (as adjusted in accordance with clause 11.2, if applicable) if you and *your ASP/1* have complied with the conditions of this *connection contract* that constitute *preconditions to electrification* as set out in clause 15.2.2.

15.2 Your acknowledgements concerning the proposed electrification date

15.2.1 You acknowledge and agree that:

- (a) we may be prevented by a *force majeure* event from *electrifying* the assets on the *proposed electrification date* (as extended under clause 11.2);
- (b) in an emergency, we may not be in a position to notify you or *your ASP/1* of a *force majeure* event until after the time scheduled for *electrification*; and
- (c) we may be prevented by adverse network circumstances (as described in paragraph (a) of the definition of *force majeure* in clause 25.2) from reserving a *proposed electrification date* requested by *your ASP/1*.

15.2.2 We will only *electrify the assets* on the *proposed electrification date* if you have complied with your obligations under this *connection contract* which are a *precondition to electrification*, which are:

- (a) lodgement of the leases and easements for registration, or execution of a *deed of agreement*, in accordance with clause 14.1.3(a);
- (b) providing us with a *survey plan* and *red line survey plan* prepared by a *registered surveyor*, in accordance with clause 14.1.2(b) or 14.1.3(b);
- (c) complying (and *your ASP/1* complying) with the *Table of Critical Dates*, including satisfying every item in the table and (where applicable) following the procedure set out in clause 11.2 relating to a revision of the *proposed electrification date*;
- (d) rectifying any *defects* in the *assets*, or any *non-electrical defects* in works, in accordance with clause 13.2;
- (e) paying all charges prior to the *proposed electrification date* in accordance with clause 19;
- (f) if the *connection* to the *premises* is new, entering into a contract with a *retailer* for the supply of electricity to the *premises*;
- (g) satisfying all our technical, safety and environmental compliance requirements set out in clause 7 by the relevant date;
- (h) ensuring that any new or replacement *distribution connected unit* that is being *connected* at the *premises*, is compliant with, and set to, the *CER Technical Standards*; and
- (i) if we are providing *connection services* under this *connection contract*:
 - (1) satisfying the requirements of clause 19.3, including by providing us with an estimate of the number of potential new members of the applicable *pioneer scheme*;
 - (2) providing us with a *deed of guarantee of minimum revenue* and *bank guarantee* in accordance with clause 9 (if applicable); and
 - (3) ensuring that a metering installation has been installed and registered in accordance with Chapter 7 of the *rules*.

15.2.3 Once the *preconditions to electrification* set out in clause 15.2.2 have been satisfied, the parties will carry out all necessary and desirable actions to *electrify* the relevant assets.

16 Ownership of the premises connection assets

- 16.1.1 You acknowledge and agree that ownership, responsibility and care will, either at or before *electrification*, transfer to the *Network Owner* for the operation and maintenance of the *premises connection assets* when they are *electrified* as they will form part of the *distribution system* and that the *premises connection assets* are not fixtures (and you will take all reasonable steps to transfer the *premises connection assets* to the *Network Owner* either at or before *electrification*).
- 16.1.2 You must make all necessary inquiries to ascertain that the *Network Owner* will acquire the *premises connection assets* without challenge to its rights of ownership and you must do all things reasonably open to you and necessary to ensure the *Network Owner's* ownership is not open to challenge. This may include ensuring that appropriate transfer of title provisions are contained in your contracts with *your ASP/1* and other contractors.
- 16.1.3 In the event of any challenge to the *Network Owner's* ownership, you must at no cost to us, do everything we reasonably request to assist us in asserting the *Network Owner's* title to the *premises connection assets*, including obtaining the assistance of *your ASP/1* and indemnify us for all costs and expenses incurred by us (including legal fees on an indemnity basis) in asserting the *Network Owner's* title to the *premises connection assets*.

17 Access, inspections and site safety

17.1 Inspections, safe access and assistance

- 17.1.1 You must provide us, our agents, authorised officers, contractors and employees with safe, unhindered and cooperative access to the *premises* (either before or after *electrification*) for any purpose or activity in connection with us undertaking a *connection service*, including:
 - (a) the inspection of any *work under the contract* or other *contestable connection service* or *electrical installation* works carried out by *electrical professionals*, including for the purpose of auditing and assessing the extent to which your *electrical professionals* are complying with the requirements of *Ausgrid's Connection Standards*, the *ongoing connection contract*, or the *energy laws* in the performance of the works;
 - (b) any matter concerning the safety of the *electrical installation*, the *assets* or the *connection*;
 - (c) any fault or *defect* or possible fault or *defect* in the *assets* or the *electrical installation*;
 - (d) in accordance with the terms of any relevant *interests in land*;
 - (e) accessing, physically or remotely, your *distribution connected unit* to ensure the configuration is compliant with network standards and the *schedule of site-specific conditions*;
 - (f) restoring the *premises* or *distribution system* to the condition it was in before any works commenced where you have not done so in accordance with the requirements of clause 2.3.1; and
 - (g) any breach or possible breach of our requirements imposed under the *energy laws*, this *connection contract*, the *ongoing connection contract* or the exercise of any other function conferred on us under any *energy laws*.
- 17.1.2 In an emergency, you must permit our authorised officers to enter the *premises* at any time of day or night. Otherwise, we will use reasonable endeavours to provide you with five (5) *business days* notice when we require access to the *premises*.
- 17.1.3 We do not represent or warrant that we will carry out an inspection or that any inspection carried out by us will identify any or all faults or *defects* in the *assets* or the *electrical installation* or that those works are free from fault or *defects* if none are identified in the course of such inspection. You remain responsible and liable for the condition of the *assets* and *electrical installation* and all other electrical works carried out at the *premises* on your behalf.
- 17.1.4 We may charge differential rates for inspection of *work under the contract* depending upon the grading held by your *electrical professional* and consequently inspection and other fees billed to you

will reflect the *electrical professional's* grading. Details of charges associated with inspection services (by category) are set out in the applicable **Alternative Control Services Fee Schedule** available on Ausgrid's website.

17.2 Licence for access to premises connection assets

17.2.1 Until registration of all *interests in land* in favour of the *Network Owner*, you must ensure that we continue at all times to have safe and unhindered access (suitable for truck access in all weather conditions) to all assets on the *premises*.

18 Notice of Arrangement for a Subdivision

18.1 Notice of arrangement for subdivision

18.1.1 For the purposes of this clause 18.1, a notice of arrangement means a written notice by us to a local government authority or other *Authority* (the **consent authority**) confirming that satisfactory arrangements have been made for the provision of an adequate electricity supply to land for which development consent for a plan of subdivision has been or will be lodged with the *consent authority*. Such a notice of arrangement is usually a prerequisite to the *consent authority's* consent to release the plan of subdivision for registration with *LRS*.

18.1.2 After *electrification*, we will provide a notice of arrangement to you at your written request within two (2) *business days* of receiving that request and will invoice you for our regulated fee for providing that service. The fee is set out in the *schedule to the certified design*.

19 Ausgrid's fees and charges

19.1 Our connection charges

19.1.1 You must pay us charges (known as *connection charges*) for providing *connection services* under this *connection contract*.

19.1.2 Details of the current *connection charges* (other than *network charges*) are available on Ausgrid's website and are consistent with our *connection policy* (which is also available on Ausgrid's website). The *connection charges* do not include *network charges* for *ongoing connection services*.

19.1.3 The *connection charges* may comprise *negotiation fees* and fees for *alternative control services* (which include *ancillary service fees* for *ancillary services*) as classified by the *regulator* and charged by us at the rates set by the *regulator* for each financial year in which the *connection service* was provided, with such fees published on Ausgrid's website.

19.1.4 Consistent with our *connection policy*, we require upfront payment of a portion of our fees for *alternative control services* by you prior to us undertaking any further *connection services*.

19.1.5 Details of our charges associated with this *connection offer* are set out in the *schedule to the certified design* (which accompanies the *connection offer*) and are our estimates of our expected charges which are likely to arise in relation to the construction of the *distribution system* assets required in order for you to *connect*. If additional *connection services* are required, additional charges will apply (as outlined below in clause 19.2.3).

19.2 Billing arrangements

19.2.1 *Connection charges* will be billed directly to you, or, if applicable, the *connection applicant* or *electrical professional* acting on your behalf. Where applicable, a contribution to a *pioneer scheme* (referred to in clause 19.3 below) will also be billed directly to you.

19.2.2 If we invoice you for fees and charges (including for any access permit) in relation to the *connection services* you are obliged to pay in accordance with the payment terms set out in the invoice. Our payment terms are twelve (12) *business days* from the date of the invoice. Where we require upfront payment of a portion of our fees in accordance with clause 19.1.4, we will invoice you for these fees as soon as possible and we require payment in accordance with this clause 19.2.2.

19.2.3 You acknowledge and agree that:

- the *connection charges* may also comprise any *alternative control services* you or your *ASP/1* or *ASP/3* may incur in addition to those reasonably anticipated by us, which we will invoice to you prior to the *proposed electrification date*, payment of which will be a pre-

condition to *electrification*. If we are unable to invoice you prior to *electrification*, we will invoice you as soon as reasonably practicable following this, and the invoice is due and payable by you; and

- (b) in certain circumstances where the *alternative control services for connection services* are likely to be significant, we may require upfront payment of a proportion of the fees prior to commencement of the *work under the contract*. We will notify you of those fees as soon as practicable after the *certification date*. You are required to pay these fees in accordance with the payment terms of the invoice.

19.3 Pioneer schemes

- 19.3.1 You may be required to make a contribution to a *pioneer scheme* if the *premises* will be *connected* to a part of the *distribution network* that has been *augmented* by way of network extension within the last seven (7) years and a previous customer has funded that cost (*pioneer scheme*).
- 19.3.2 You will not be required to contribute to a *pioneer scheme* under this *connection contract* unless we have stated this in our *connection offer* and specified the required contributions in item 8 of the *schedule to the certified design* (which will state that a *pioneer scheme* applies).
- 19.3.3 Where this clause 19.3 applies, payment of the amounts stated in the *connection offer* is a *pre-condition to electrification* of the *connection*. You must take reasonable steps to ensure that the *connection* is not *electrified* until you have paid the required contribution to each relevant *pioneer scheme*.

19.4 Capital contributions

- 19.4.1 You acknowledge that you are required to make a capital contribution to the cost of the *assets* listed in item 5(a) of the *schedule to the certified design* by retaining one or more *accredited service providers* to perform *contestable connection services* consisting of constructing or installing those assets. The capital contribution made by you is not a *connection charge* or *service fee*.

19.5 Network Tariffs

- 19.5.1 *Ausgrid's* network tariff assignment policy is defined by the *TSS Documents*, available on the *Ausgrid* website.
- 19.5.2 An initial tariff will be assigned to the *connection* at the *premises* based on the approach outlined in Item 10 of the *schedule to the certified design*, and as documented in the *TSS Documents*. The tariff assigned to the *connection* at the *premises* will be reviewed and updated by *Ausgrid* (including to determine whether electricity consumed at the *connection* at the *premises* reaches the relevant threshold for an individually calculated tariff to apply) in accordance with the *TSS Documents*.
- 19.5.3 If the approach outlined in Item 10 of the *schedule to the certified design* indicates "To be Determined", then *Ausgrid* will determine whether a standard tariff or individually calculated tariff will be the initial tariff for the *connection* at the *premises* after the commencement of this *connection contract* but prior to *electrification* of the *premises connection assets*.

20 Customer risk and liability

20.1 Responsibility and risk of work under the contract

- 20.1.1 You accept all risks associated with the *work under the contract* or other *contestable connection services* carried out by you and your *electrical professional*. These risks include:
 - (a) the risk of delay or increased costs in relation to the carrying out of such *work under the contract* or other *contestable connection services*;
 - (b) any faults or *defects* in relation to such *work under the contract* or other *contestable connection services* and remediation and rectification of those *defects* or faults;
 - (c) the risk of carrying out *work under the contract* or other *contestable connection services* and in compliance with applicable *laws* (including the *energy laws*), *Ausgrid's Connection Standards*, the *environmental requirements*, the *premises* and network safety requirements set out in clause 7.4 and for ensuring that the *assets* and *electrical installation* are fit for safe operation in the manner required under clause 7.2.1(c);
 - (d) the care, cost and risk of maintaining:

- (1) the *premises connection assets* (until those assets are transferred to the *Network Owner* under clause 16); and
- (2) the area around the *premises connection assets*, including clearing vegetation and maintaining such clearance (until those assets are transferred to the *Network Owner* under clause 16),

in accordance with applicable safety standards and complying with any safety-related corrective works reasonably required in connection with such *contestable connection services* by notice from us to be undertaken by you within a reasonable specified time.

- 20.1.2 You acknowledge and agree that we have no liability, and you are not entitled to make a claim against us in respect of, any delay to, or additional cost for, the *work under the contract* or other *contestable connection services* as described in clause 20.1.1 or any other loss or damage suffered or incurred by you arising from the occurrence of any of the risks set out above in clause 20.1.1, except to the extent caused by our negligent act or omission, bad faith or breach of contract.
- 20.1.3 You further acknowledge that any involvement by us in relation to the *work under the contract* and any other *contestable connection services* required to establish the *connection* between the *distribution network* and the *electrical installation* (including *distribution connected units*) at the *premises*:
 - (a) is undertaken by us as a means of providing us with reasonable assurance that the performance of the *work under the contract* and other *contestable connection services* and the risk assumed by you pursuant to clause 20.1.1 will not, upon transfer of those *premises connection assets* to us under clause 16, cause us to assume any risk in excess of the level of risk we would assume if we had carried out the *work under the contract* or other *contestable connection services*;
 - (b) does not, and is not in any circumstance to be taken to, constitute any review, approval, consent, ratification, endorsement, certificate or any similar action by us;
 - (c) will not give rise to any liability by us to you; and
 - (d) does not in any way restrict us from recovering amounts under this *connection contract* in relation to a failure by you (or your *electrical professional*) to comply with this *connection contract*.

20.2 Our liability

- 20.2.1 Subject to clause 20.2.2, to the extent permitted by law, the total aggregate liability of either party (the **first party**) to the other party in respect of any loss or damage arising in relation to this *connection contract* (whether arising under contract, in tort (including negligence) or otherwise) is limited to the lesser of:
 - (a) the cost of repair or replacement of any property damaged (as appropriate) as a result of the first party's failure; and
 - (b) \$5,000.00.
- 20.2.2 The limitation of liability under clause 20.2.1 does not apply:
 - (a) to the extent that the relevant loss or damage is caused by the first party's bad faith, wilful misconduct, fraud, breach of law, failure to comply with any relevant *Ausgrid authorisation* or breach of the first party; and
 - (b) to a breach by us of any guarantee under Part 3-2 of the **Australian Consumer Law** applicable to the provision of *connection services*, in relation to which our liability is instead limited (at our election) to the replacement of the relevant *connection services*, the supply of equivalent *connection services* (as relevant), or the payment of their cost.

20.3 Exclusion of consequential loss

- 20.3.1 To the extent permitted by law, neither party will be liable to the other party for any indirect, economic, special or consequential losses suffered by the other party arising in relation to this *connection contract* (whether arising under contract, in tort (including negligence) or otherwise).

20.4 Indemnity

20.4.1 You indemnify us for any loss suffered by us and against all liability in respect of any claim which may be taken or made against us:

- (a) for:
 - (1) loss of, or damage to, or loss of use of, any real or personal property; or
 - (2) personal injury, disease or illness (including mental illness) to, or death of, any person,
arising from or in connection with the carrying out of the *work under the contract* or for a breach by you of this *connection contract*;
- (b) as a result of any failure by you or your *electrical professionals* to comply with applicable *laws* or *Ausgrid authorisation*;
- (c) in connection with:
 - (1) any *defects* or faults in the *assets*, including any works not performed by your *ASP/1* for which your *ASP/1* has assumed responsibility for, arising during the *rectification period* and where circumstances giving rise to the loss, damage, liability, claim or expense occur during the *rectification period* as a result of any *defects*, to the extent we are unable to recover from your *ASP/1* under the *authorisation agreement*;
 - (2) any failure by you to ensure that your *electrical professionals* carry out any work directed in a notice provided by us in accordance with clause 13.2.2 and 13.3.3;
 - (3) your *electrical professionals* or other contractors carrying out the *work under the contract*;
 - (4) the undertaking by us of any works on the *distribution system*, the *assets*, plant or equipment required to enable *connection services* to be provided to you (including to ensure we meet our system security, reliability or health and safety obligations), to the extent that our claim arises as a direct or indirect consequence of the act or omission of you or your *electrical professional*;
 - (5) any failure by you to maintain:
 - (i) the *premises connection assets* (until the *premises connection assets* are transferred to the *Network Owner*); or
 - (ii) at all times, the area around the *work under the contract*,
in accordance with applicable safety standards or any failure by you to comply with any safety-related corrective works required by notice from us to be undertaken by you within the specified time; and
- (d) by your *electrical professionals* in relation to amounts payable by you to your *electrical professionals* in connection with the provision of *connection services*.

20.4.2 We may recover a payment under an indemnity in this *connection contract* before we make any payment in respect of which the indemnity is given.

21 Dispute resolution

21.1 Complaints and referral of dispute

21.1.1 Subject to clause 21.2, if you have a complaint or dispute regarding our *connection offer* and/or this *connection contract*, a complaint or dispute may be made to us in accordance with our **Standard Complaints and Dispute Resolution Procedures** (which is published on Ausgrid's website).

21.2 Dispute Resolution

21.2.1 Any dispute not resolved in accordance with clause 21.1, you or we can resolve a dispute in accordance with the procedures established under section 8.2 of the *rules* where you are a *Registered Participant*, or otherwise in accordance with Part G of Chapter 5A of the *rules*.

21.3 In the event of serious breach

21.3.1 Where the dispute subject to this clause concerns a *serious safety breach*, *serious technical breach* or *serious environmental breach*, we may issue a notice to your *ASP/1* prohibiting any further work under the *connection contract* until the dispute is resolved.

22 Confidential information

22.1 Use and disclosure of confidential information

22.1.1 A party (*recipient*) who acquires *confidential information* of the other party (*discloser*) must:

- (a) keep this information confidential;
- (b) only use *confidential information* for the purposes of, and to the extent necessary for, exercising its rights and performing its obligations under this *connection contract*; and
- (c) may not disclose *confidential information* to any third party except in accordance with clause 22.1.2.

22.1.2 The *recipient* may disclose *confidential information*:

- (a) to an officer, employee, agent, contractor, financial or other professional or legal adviser if the disclosure is necessary to enable the *recipient* to perform its obligations or to exercise its rights under this *connection contract* and this person is informed of the confidential nature of the *confidential information*, does not use it for any other purpose other than as permitted under clause 22.1.1(b) and undertakes to comply with the obligations of confidentiality under this *connection contract*; and
- (b) to the extent it is required be disclosed under any *law*, order of an *Authority* or rules of any stock exchange, provided that, before such disclosure, the *recipient* must, to the extent that it does not conflict with its obligations under any such *law*, order of any *Authority* or rules of a stock exchange:
 - (1) immediately notify the *discloser* of the requirement to disclose the *confidential information*;
 - (2) give the *recipient* a reasonable opportunity to challenge the requirement, and provide all reasonable assistance and cooperation, and follow any reasonable directions of the *discloser*, which the *discloser* considers necessary to prevent or minimise disclosure of the *confidential information*; and
 - (3) only disclose *confidential information* to the extent necessary to comply.

22.1.3 If and to the extent the *confidential information* disclosed to the *recipient* contains any information or an opinion about an individual whose identity is reasonably ascertainable from that information or opinion, the *recipient* must comply with all applicable privacy and data protection laws regulating the collection, storage, use and disclosure of information, as if it were subject to those laws.

22.1.4 The obligations in this clause 22 survive the termination of this *connection contract* and end on the latter of the termination of this *connection contract* and the date that is three (3) years after the date of this *connection contract*.

23 Miscellaneous

23.1 Amendment

23.1.1 This *connection contract* may be amended by agreement in writing signed by both parties.

23.2 Assignment, novation and sub-contracting

23.2.1 You must not assign or novate this *connection contract* (or any part of this *connection contract*) or transfer ownership of a *distribution connected unit* to any other person without our prior written consent, which may not be unreasonably withheld or delayed, but which may be conditional on the relevant entity agreeing to assume and perform all of your obligations under this *connection contract* as if this entity had been named in this *connection contract* instead of you.

23.2.2 We may subcontract any of our obligations under this *connection contract* provided that we remain fully responsible for the provision of our obligations by any subcontractor as if they were performed

by us, and we may assign or novate our rights and/or obligations under this *connection contract* as we determine.

23.2.3 If you propose to assign or novate this *connection contract* under clause 23.2.1 you must:

- (a) provide us with details of the new connection customer; and
- (b) promptly execute, and procure the new customer to execute, a novation agreement in the form provided by us to you.

23.3 Entire understanding

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

- (a) affect the meaning or interpretation of this *connection contract*; or
- (b) constitute any collateral agreement, warranty or understanding between the parties or with any other person.

23.4 Survival

23.4.1 Clauses 1.6, 2.3, 5.2, 5.3, 5.4, 6, 7.1, 7.2, 7.3, 7.4, 7.8, 7.9, 13.3, 14, 15.2, 16, 17, 19, 20, 21, 22 (subject to clause 22.1.4), 23, 24 and 25 and any other clause expressly or by implication intended to survive termination or expiry of this *connection contract*, will survive termination or expiry of this *connection contract*.

24 Interpretation and governing law

24.1 Interpretation

24.1.1 In this *connection contract*, unless there is an express statement to the contrary:

- (a) words importing the singular include the plural and vice versa; and any gender includes the other genders;
- (b) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this *connection contract* have a corresponding meaning;
- (c) a reference to a person includes a natural person, firm, unincorporated association, corporation, government body, statutory body or authority;
- (d) a reference to a person includes its legal personal representatives, successors and assigns;
- (e) a reference to legislation, a statute, ordinance, code or other law includes regulations, rules and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) a reference to a *real estate developer* includes the registered proprietor of relevant *land* and any contractor or subcontractor to that registered proprietor who is engaged in physical works on that *land* but does not include an *accredited service provider*;
- (g) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (h) “including” always implies an inclusion without limitation; and
- (i) headings are for convenience only and do not affect interpretation.

24.2 Governing law and jurisdiction

24.2.1 This *connection contract* is governed by the law in force in New South Wales.

25 Dictionary

25.1 Statutory definitions apply

25.1.1 Terms used in the *connection offer* and the *connection contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of *energy laws*, which bears the extended meaning given in clause 25.2.

25.1.2 For ease of reference, we offer the definitions set out in clause 25.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in this clause 25.2.

25.2 Dictionary

25.2.1 The words in italics in this *connection contract* are defined in clause 25.2.2 below.

25.2.2 Subject to clause 25.1, the following words have the following meanings:

accreditation scheme means the Scheme for the Accreditation of Service Providers made in accordance with the *Electricity Supply (Safety and Network Management) Regulation 2014* (NSW) and administered by NSW Climate and Energy Action.

accredited metering provider means a person accredited by AEMO to install Type 1, 2, 3 and 4 meters.

accredited service provider means a person accredited under the *accreditation scheme* as an ASP/1, an ASP/2 or ASP/3.

AEMO means the Australian Energy Market Operator Limited (ABN 94 072 010 327).

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

ancillary services are non-routine services provided to you on an as needed basis (and as classified by the *regulator* to be ancillary services) and for which *ancillary service fees* are payable.

ancillary service fees under this *connection contract* are the fees payable in accordance with clause 19.

Appendix means an appendix to this *connection contract*.

ASP/1 means a person accredited as a level 1 *accredited service provider* in accordance with the *accreditation scheme* to provide *contestable connection services* that include construction of *assets* forming part of a *distribution network* and for the purposes of this *connection contract* means *your ASP/1*.

ASP/2 means a person accredited as a level 2 *accredited service provider* in accordance with the *accreditation scheme* to provide *contestable connection services* that include installing a meter and constructing and connecting *service mains* to a *distribution system*.

ASP/3 means a person accredited as a level 3 *accredited service provider* in accordance with the *accreditation scheme* to provide *contestable connection services*, including the design of *distribution system assets*.

assets means the *premises connection assets* and/or the *distribution connected units* (as the context requires).

augmentation of a *distribution system* means work to enlarge the system or to increase its capacity to distribute electricity.

Ausgrid means the Ausgrid Operator Partnership (ABN 78 508 211 731), trading as Ausgrid, a partnership carried on under that name by:

- (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
- (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;
- (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;
- (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and
- (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4;

being the operator of the *distribution system*.

Ausgrid's Connection Standards means the following laws, codes and standards:

- (a) *Electricity Supply Act 1995 (NSW);*
- (b) *Electricity Supply (General) Regulation 2014 (NSW);*
- (c) *Electricity Supply (Safety and Network Management) Regulation 2014 (NSW)* and the responsibilities identified in our Customer Installation Safety Plan and Bush Fire Risk Management Plan published in accordance with this regulation;
- (d) *Gas and Electricity (Consumer Safety) Act 2017 (NSW);*
- (e) *Electricity (Consumer Safety) Regulation 2015 (NSW);*
- (f) *Service and Installation Rules;*
- (g) all Australian Standards relating to *electrical installations* including AS/NZ 3000: Wiring Rules, AS 4777: Grid connection to energy systems via inverters (Part 2: Inverter requirements), the *DER Technical Standards* and any other Australian Standards or related requirements specified by us from time to time to ensure compliance with the *rules*;
- (h) *Ausgrid's Standards;*
- (i) our **Electrical Safety Rules** (available to download on *Ausgrid's website*);
- (j) the *rules*, market operations rules and any applicable metrology procedures made under the *rules* or market operation rules;
- (k) if attached at Appendix F, specific power quality emission requirements, limits and standards that may be applicable to the *electrical installation* and that are design to control disturbances on the *distribution network* (which we will develop and provide to you within a reasonable time prior to *electrification*).

Ausgrid's Standards means all of our standards relating to the performance of works on, connecting to, or in the vicinity of, the *distribution system*, as published and communicated by us to *accredited service providers* from time to time.

Ausgrid's website means www.ausgrid.com.au.

Ausgrid authorisation means the consent we give to an *accredited service provider* to *work on or near the distribution system*.

authorisation means any consent, accreditation, authorisation, approval, direction, registration, filing, permit, exemption or ruling and any renewal or variation of any of them from an applicable *Authority*.

authorisation agreement means the agreement between us and *your ASP/1* under which we provide our *authorisation*.

Authority means any government or regulatory department, body, instrumentality, minister, agency or any other authority.

bank guarantee means an unconditional guarantee given by an Australian bank in a form satisfactory to us, acting reasonably.

bespoke project means unique and intensive activities that do not adhere to a consistent workflow, involving commercial arrangements and interactions with customers, *AEMO* and other *Ausgrid* business units, for example, >5MW generation, > 1MW load.

business day means any weekday other than any public holiday in New South Wales and 27, 28, 29, 30 and 31 December.

capacity means *import capacity* and/or *export capacity* (as the context requires).

CER means consumer energy resources.

CER information means any CER information and data held by an *Authority* or from a manufacturer that we may request from time to time and includes, information relating to:

- (a) the *CER* assets (such as rooftop solar) installed at *your premises*;
- (b) electric vehicle data (including make, model, registration and registered address of the electric vehicle) for the purposes of maintaining and managing the *CER Register*;

(c) *inverter* manufacturer configuration settings for generation *inverters* capable of exporting energy to the *distribution network* for the purposes of managing and monitoring compliance to *connection requirements, laws* and updating the *CER Register*,

provided that *CER information* will not include information relating to individual name, contact details or other personal information.

CER Register information means the information contained in the *CER Register* and includes *DER generation information* (as that term is defined in the *rules*) that must be provided by distribution network service providers to *AEMO* in accordance with rule 3.7E(d) of the *rules*.

CER Register is the register referred to as the 'DER Register' maintained and updated by *AEMO* under rule 3.7E of the *rules* for the purposes of collecting *CER Register information*.

CER Technical Standards means the standards referred to as 'DER Technical Standards' which sets out the requirements for *distribution connected units* under Australian Standard 4777.20:2020 as in force from time to time.

certification date, being the date the initial *certified design* is certified, means the date taken by us to be the date it received the completed *connection application*.

certified design means a design of the *connection assets* required for the *connection of premises* under this *connection contract* which is prepared by an *ASP/3* and certified by us in accordance with our *design contract* and includes any amendments made by the *ASP/3* and subsequently re-certified by us but does not include a design in relation to which we have withdrawn certification.

common property means those areas of a multi-unit or community title development that are owned jointly by all members of the owners' corporation or the community title scheme.

complex project means unique and intensive activities that do adhere to a consistent workflow, involving commercial arrangements and interactions with customers, and our other business units, for example, complex 11kV connections, generation <5MW.

confidential information means:

- (a) any information exchanged or made available under the terms of, or during negotiations for this *connection contract*;
- (b) any information that is defined as confidential information under the *energy laws*;
- (c) any information that is provided by one party to another, where the *discloser* indicates, at the time of disclosure, that the information is confidential or commercially sensitive (including any information that is confidential or commercially sensitive to another entity, such as a representative of the *discloser*); and
- (d) any information pertaining to a party's business which, from its nature, would reasonably be expected to be viewed by that party as confidential or commercially sensitive,

and includes any such information that is provided by one party to another before the date of this *connection contract*.

connection means a physical link between a *distribution system* and *premises* or a *distribution connected unit* at the *premises* to allow the flow of electricity (and **connect** and **connecting** has a corresponding meaning) and includes, as the context requires, a *micro CER connection* or a *non-registered CER connection*.

connection alteration means an alteration to an existing *connection*, including an addition, upgrade, extension, expansion, *augmentation* or any other kind of alteration.

connection applicant, in the context of this *connection contract*, means the person who lodged the *connection application* for the *connection service*, to whom the *connection offer* is made.

connection application means a properly completed application for a *new connection* or *connection alteration* (and includes any additional information or details provided with the negotiated *connection application* or following your acceptance of the *connection offer*, such as our requests for additional information or clarifications).

connection assets means those components of the *distribution system* used to provide *connection services*.

connection charge means a charge imposed by us for a *connection service*.

connection contract means this contract comprising of the documents referred to in clause 1.5, which is a negotiated connection contract for the purposes of Chapter 5 or Chapter 5A of the *rules* (as applicable).

connection customer means a *retail customer* or a *real estate developer*.

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

connection offer means the offer by us to enter into this *connection contract*.

connection point means the junction of conductors with the *electrical installation* at the *premises* as defined in the *Service and Installation Rules*. The *connection point* is also known in New South Wales as the *"point of supply"* (as defined in and located in accordance with the *Service and Installation Rules* and clause 181A of the *Electricity Supply (General) Regulation 2001 (NSW)*).

connection policy means a document approved as a connection policy by the *regulator* under Chapter 6, Part E of the *rules*, setting out the circumstances in which *connection charges* are payable and the basis for determining the amount of such charges. A copy of our *connection policy* is available on *Ausgrid's website*.

connection service means services provided by us which facilitate and supplement the construction and installation of *premises connection assets*, *extensions* and other *distribution system* assets by *accredited service providers* and connections of *distribution connected units*.

consent authority has the meaning give to it in clause 18.1.1.

consumer's mains means conductors between the *point of supply* and the main switchboard. *Consumer's mains* form part of an *electrical installation*.

contestable connection service means a *connection service* that can be provided by an *accredited service provider* on a competitive basis.

contract terms means the document of that name sent to the *connection applicant* which, if the *connection offer* is accepted, are the terms and conditions of this *connection contract*.

CT meter means a *current transformer* meter.

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

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

deed of agreement means either or both the **Deed of Agreement for Lease** or **Deed of Agreement for Easement** referred to in clause 14.1.2(a) of this *connection contract*.

deed of guarantee of minimum revenue means the **Deed of Guarantee of Minimum Revenue** referred to in clause 9.1.1 of this *connection contract*.

defect means a *major defect*, *minor defect*, *defective design* or *non-electrical defect* (as the context requires).

defective design has the meaning given to it in the *design contract*.

design contract means the contract between us and the *connection customer* under which we provide the *connection services* required in order to design the *connection assets* required for *connection* and which includes certification of the design.

discloser has the meaning given to it in clause 22.1.1.

disconnect includes (without limitation) discontinuing the supply of electricity to a customer's *premises* by any means including operating a switch, removing meters or dismantling equipment between the *premises* and the *distribution system* (and **disconnection** has the same meaning).

distribution connected unit means a unit that:

- (a) generates electricity at a customer's *premises*; or
- (b) consumes electricity at a customer's *premises* to convert into stored electricity and converts stored electricity to produce electricity,

in each case, which is *connected to the distribution system*.

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

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

dynamic connection has the meaning given in clause 6.1.1.

easement instrument means a Section 88B instrument or a transfer granting easement for a relevant *interest in land* required under this *connection contract*.

electrical installation has the meaning given to it from time to time in the *Electricity (Consumer Safety) Act 2004 (NSW)*.

electrical professional includes a licensed electrician, a licensed electrical contractor, an *accredited service provider* and/or an *accredited metering provider*.

electrify means apply electric current to the *premises connection assets* and **electrification** has a corresponding meaning.

emissions limits means *power quality emissions limits*, which are assessed and allocated by us based on the procedures outlined in AS/NZS 61000.3.6:2001 Assessment of emission limits for distorting loads in MW and HV systems, AS/NZS 61000.3.7:2001 Assessment of emissions limits for fluctuating loads in MV and HV power systems, IEC/TR 61000-3-13-2008 Limits – Assessment of emission limits for the connection of unbalanced installations to MV, HV and EHV power systems, HV 264-2003 Power quality – Recommendations for the application of AS/NZS 61000.3.6 and AS/NZS 61000.3.7 and the rules. You must ensure that the *electrical installation* and *premises connection assets* comply with *power quality emissions limits* in accordance with clause 7.2.1(g) (as applicable).

energy laws includes (as applicable and as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules*, any rules, regulations and instruments made under the National Energy Retail Law or the National Electricity Law, the *Electricity Supply Act 1995 (NSW)* and *Electricity (Consumer Safety) Act 2004 (NSW)*, all rules, regulations, instruments and plans made under or to comply with those Acts.

environmental requirements means all relevant conditions of consent under the *Environmental Planning and Assessment Act 1979 (NSW)* and the requirements of our network standard NS 174 Environmental Procedures (available for download on Ausgrid's website).

export capacity means, in relation to electricity, the measure of electricity (expressed in kW or kVA) that is capable of being generated by a *distribution connected unit* and exported to the *distribution system* through the *connection point*.

extension is an *augmentation* that requires the connection of a power line (including but not limited to a *service main*) outside the present boundaries of the *distribution system*.

fit for purpose includes but is not limited to complying with the *certified design*, the *Service and Installation Rules* and the relevant Ausgrid's *Connection Standards* and being free from *defects*.

force majeure event means any event outside of our reasonable control, including:

- (a) adverse network circumstances, including *load* conditions, equipment faults, failures or major incidents in the *distribution system*, third party damage to *distribution system assets*, safety incidents, industrial action, delay by any telecommunications company or utility in relocating any asset if that delay causes delay to our *augmentation* works;
- (b) adverse weather conditions including storms, cyclones, fire, flood, earthquake and weather conditions that lead us, acting reasonably, to decide in the interests of the comfort or safety of any person that it should not interrupt electricity to the *premises* of any person;

(c) civil unrest or war, including sabotage, riots, malicious damage, act of a public or foreign enemy, terrorism, hostilities, invasion, war (declared or undeclared), civil war, rebellion, revolution, insurrection, military, or usurped power.

import capacity means the measure of electricity (expressed in kW or kVA) that is capable of being imported from the *distribution system* to the *premises* or *distribution connected unit* through the *connection point*

instrument means an instrument creating an *interest in land* capable of being registered by *LRS*.

interests in land include leases and easements and any other reasonable interest in land required by us.

land means a lot in which the *Network Owner* is entitled to acquire a registered *interest in land* to protect *premises connection assets* placed on that lot in accordance with this *connection contract*.

law means any legislation, delegated legislation, regulations or any rules, instruments, notices or directions published by an *Authority* and includes the 'Code of Practice for Contestable Works' administered by the NSW Climate and Energy Action and the *energy laws*.

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

LRS means NSW Land Registry Services.

major defect means a defect in any *work under the contract* which in our reasonable opinion is likely to make the work unsafe to *electrify* or leave *electrified*.

maximum capacity means the *maximum import capacity* and/or *maximum export capacity*, as the context requires.

maximum export capacity means the highest amount of *export capacity* (measured in kW or kVA) which is permitted under the terms of this *connection contract* and which is specified the *schedule to the certified design*.

maximum import capacity means the highest amount of *import capacity* (measured in kW or kVA) that is permitted under the terms of this *connection contract* which is specified in the *schedule to the certified design*.

micro distribution connected unit means a *distribution connected unit* of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters].

micro CER connection means a *connection* between a *micro distribution connected unit* and the *distribution network*.

milestones means the key project stages or goals that must be achieved to maintain capacity commitment and project progression as set out in Appendix C of this *connection contract*.

milestone date means the date for completion of a *milestone* as set out in Appendix C of this *connection contract*.

milestone default notice has the meaning given in clause 3.2.6.

minor defect means a defect in, as applicable, any *work under the contract* which in Ausgrid's reasonable opinion requires rectification but is not a *major defect*.

negotiation fees means the fee we may charge the *connection applicant* to cover the expense we directly and reasonably incur as part of the negotiation process in assessing your *connection application* and making the *connection offer*. Details of the *negotiation fee* are set out in our *connection policy*.

network charges means the charges that we are entitled to charge a customer under the *rules* and which are billed directly to the *retailer*.

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

Network Lessee means Ausgrid Asset Partnership (ABN 48 622 605 040), a partnership carried on under that name by:

(a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;

- (b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;
- (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;
- (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and
- (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4,

and its successors and assigns, which leases the assets which form part of the *distribution system* from the *Network Owner* and which are in turn operated and maintained by us under a sub-lease arrangement.

Network Owner means Alpha Distribution Ministerial Holding Corporation and its successors and assigns, that owns the assets which form part of the *distribution system* which are leased to the *Network Lessee* and are in turn operated and maintained by us under a sub-lease arrangement.

new connection means a *connection* to the *distribution network* to be established in accordance with Chapter 5 or Chapter 5A of the *rules*.

ominated maximum capacity has the meaning given in clause 5.2.2.

non-electrical defect means a defect in any works relating to the *assets* (including works carried out by a contractor who is not an *accredited service provider* (such as excavation or building works carried out in conjunction with other construction works on or in the vicinity of the *premises*)) that is *not fit for purpose* and requires modification or otherwise affects the operation and safety of the *premises connection assets* or the *distribution system*.

non-registered CER connection means the *connection* of a *distribution connected unit* to the *distribution network* owned or operated by a *non-registered CER provider*.

non-registered CER provider means a person who owns, controls or operates a *distribution connected unit* which is not a *micro distribution connected unit* and is not a *Registered Participant* under the *rules*.

NUoS charges means "Network Use of System Charges", being the charges imposed by us for continuing *connection services* we will provide in respect of the *connection* established or altered under this *connection contract*.

ongoing connection contract means a *contract* between us (whether deemed under the National Electricity Retail Law or individually negotiated) that provides for the provision of *ongoing connection services*.

ongoing connection services means services relating to the ongoing *connection* of your *premises* and/or *distribution connected unit* to our *distribution system* and supply of energy at your *premises*.

original customer means, in the context of a *pioneer scheme*, the *connection customer* who makes a contribution to the capital cost of new electricity assets by retaining an *ASP/1* to install those assets.

pioneer scheme has the meaning referred to in clause 19.3.1.

point of common coupling means the point at which *service mains* from particular *premises* are connected to the *distribution network* and for the purposes of this *connection contract*, means the point specified in the *connection application* unless amended by us in the *connection offer*.

point of supply is the point at which the *distribution system* is connected to the *electrical installation* at the *premises* and to avoid doubt, is the *connection point* for the purposes of the *rules*.

power quality means the supply of electricity to electrical equipment without the relative variation, deviation or distortion in frequency or sinusoidal waveforms of voltage or current. Such variations, deviations or distortions may affect the safe or reliable operation of *electrical equipment* within an *electrical installation*.

preconditions to electrification are the preconditions, set out in clause 15.2, that must be satisfied before Ausgrid will *electrify* the *premises connection assets*.

premises includes any building or development or part of a building or development, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters and for

the purposes of this *connection contract* means the premises referred to in your *connection application*.

premises connection assets means the components of the *distribution system* through which we provide electricity to individual *premises* and for the purposes of this *connection contract* includes assets that must be installed in order to *connect* the *premises* to the *distribution network* which are set out in the *schedule to the certified design* and the *certified design*. The components of your *electrical installation* are not *premises connection assets*.

project means a development at the premises involving:

- (a) the installation of the *premises connection assets*; and/or
- (b) the construction, installation, commissioning and connection of a *distribution connected unit*.

project force majeure event means an event:

- (a) outside of your reasonable control; and
- (b) by the exercise of due diligence and operating in accordance with *good electricity industry practice*, you are not reasonably able to prevent or overcome,

including:

- (c) adverse weather conditions including storms, cyclones, fire, flood, earthquake and weather conditions;
- (d) civil unrest or war, including sabotage, riots, malicious damage, act of a public or foreign enemy, terrorism, hostilities, invasion, war (declared or undeclared), civil war, rebellion, revolution, insurrection, military or usurped power,

but does not include:

- (e) any acts or omissions of any of a contractor (including any vendors, customer or supplier), except to the extent that such act or omission is itself caused by a project force majeure event if, for the purposes of this paragraph (g), references to "you" are taken to be references to the relevant contractor;
- (f) unavailability of labour, equipment, materials or other resources, except to the extent that this is caused by a project force majeure event;
- (g) failure to apply for, obtain, maintain or renew any *authorisation*; or
- (h) economic or financial hardship.

project milestone remedy period means the period starting on the date that the *milestone default notice* is issued and ending on the date which is sixty (60) days from the date of issue of the *milestone default notice*.

proposed completion date means the 'completion date' specified in the *Table of Critical Dates* as amended from time to time in accordance with this *connection contract*.

proposed electrification date means the 'electrification date' specified in *Table of Critical Dates* as amended from time to time in accordance with this *connection contract*.

real estate developer means a person who conducts *real estate development*.

real estate development means the commercial development of land including its development in one or more of the following ways:

- (a) subdivision;
- (b) the construction of commercial or industrial premises (or both);
- (c) the construction of multiple new residential premises.

recipient has the meaning given to it in clause 22.1.1.

rectification period means three (3) years from the date of *electrification* of the last asset.

red line survey plan means a *survey plan* showing in red ink the centre of the electricity cables (or if cable ducts are used, the ducts) as installed, with offsets to the easement or other boundaries and the location of any relevant substation, which contains a statement, signed by the *registered surveyor*, certifying that the information in red ink has been accurately located.

registered surveyor means a person registered as a surveyor under the *Surveying and Spatial Information Act 2002* (NSW).

regulator means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* (Cth).

renegotiated maximum capacity has the meaning given in clause 5.2.3(b).

retail customer means a person who purchases electricity from an electricity *retailer* and includes a *non-registered DER provider* and a *micro resource operator* (as that term is defined in the *rules*).

retailer means a person who is the holder of a retailer authorisation issued under the National Energy Retail Law in respect of the sale of electricity.

review date means the date that we will review the *maximum capacity* of your *premises* in accordance with clauses 5.2 and 5.3.

rules means the National Electricity Rules established (and as amended from time to time) under the National Electricity Law.

schedule of site specific conditions means the schedule to this *connection contract* and the *connection offer* outlining any conditions or requirements specific to the *connection* under this *connection contract*.

schedule to the certified design means the document of that name in the form of Appendix C, which we attach to the *certified design*.

serious environmental breach means an act or omission that has led or, in our reasonable opinion, may lead to an offence under any environmental *law*.

serious safety breach means a breach of the ASP/1's safety obligations owed to us or a breach of the ASP/1's duties under the *Work Health and Safety legislation* that, in our opinion, constitutes a threat to the health or safety of any person or the safe operation of the *distribution system*.

serious technical breach means a breach of this *connection contract* that in our reasonable opinion constitutes a threat to the integrity or safe operation of the *distribution system* or an *electrical installation*.

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

service mains means overhead conductors or underground cables between the *distribution system* and the *point of common coupling* on the *distribution network* and the *connection point* at the *premises*. *Service mains* are installed by an ASP/2 at your cost but after *electrification* are owned by the *Network Owner* but leased to the *Network Lessee* and operated and maintained by us under a sub-lease arrangement.

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

small customer means a residential customer or a business customer who consumes electricity below the upper consumption threshold (as specified, and as may be amended from time to time, in the National Energy Retail Regulations).

SOP Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

survey plan means a plan prepared by a *registered surveyor* for the purpose of registration of a lease or easement and satisfactory for registration purposes.

suspension of work has the meaning given to it in clause 14.4.1.

Table of Critical Dates means the document of that name in the form of Appendix A.

termination notice has the meaning given in clause 2.2.2.

TSS Documents means Ausgrid's Tariff Structure Statement, together with its associated policies and other documents.

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

VT metering is required where a connection is made at high voltage (nominally 11kV or higher)

work on or near the distribution system includes work on any part of the *distribution system* where there is a reasonable possibility that:

- (a) a part of a person's body, or
- (b) any moveable object (not designed for safe use on live conductors of the same or higher voltage) that the person might be wearing, touching, or carrying,

may come closer to a live exposed conductor than the minimum safe working distance stipulated in our **Electrical Safety Rules**.

work under the contract means, depending on context the premises connection assets shown in the *certified design*, or work performed to provide the *premises connection assets* shown in the *certified design*, including work performed by one or more ASP/1s.

your ASP/1 means the ASP/1 retained by you to construct and install the *premises connection assets*.

Appendix A – Template for Table of Critical Dates

Template for Table of Critical Dates – Connection Services

Version ____ Date _____

CRITICAL DATE DESCRIPTION	DATE
Proposed ASP/1 start Anticipated start date of electrical construction work by the <i>ASP/1</i> on site. <i>Connection applicant</i> to advise <i>Ausgrid</i> when date is known from the <i>ASP/1</i> .	XX/XX/XXXX
Proposed completion date Anticipated completion date of electrical construction work by <i>your ASP/1</i> on site. <i>Connection applicant</i> to advise <i>Ausgrid</i> when date is known from <i>your ASP/1</i> .	XX/XX/XXXX
Final electrification requested – 6 weeks prior to date for electrification At this date, the following (as applicable) must be complete to <i>Ausgrid</i> 's satisfaction	
<ul style="list-style-type: none"><input type="checkbox"/> Valid Operator Request Forms (ORF) submitted to <i>Ausgrid</i><input type="checkbox"/> Valid Technical Equipment Inventory (TEI) sheets submitted to <i>Ausgrid</i><input type="checkbox"/> Valid substation testing sheets submitted to <i>Ausgrid</i><input type="checkbox"/> Submission of preliminary main switchboard (MSB) drawings and site diagram to <i>Ausgrid</i><input type="checkbox"/> Submission of preliminary private installation protection grading curves & circuit breaker settings to <i>Ausgrid</i><input type="checkbox"/> Submission of preliminary Installation Safety Management Plan (ISMP)<input type="checkbox"/> Submission of preliminary hazardous area dossier for private installation<input type="checkbox"/> <i>Deed of agreement</i> submitted (if applicable)<input type="checkbox"/> Submission of appropriate easements/leases (if applicable)	

Ready for electrification – 2 weeks prior to date for electrification

At this date, the following (as applicable) must be complete to *Ausgrid's* satisfaction

- All works by *your ASP/1* completed
- Rectification of non-conformance(s) by *your ASP/1*
- Submission of *ASP/1* statement of compliance (Annexure 3 of the *authorisation agreement*)
- Submission of Connection Customer Statement of Payment
- Valid *red line survey plan* submitted to *Ausgrid*
- Payment of all outstanding *connection charges*
- Proof of lodgement of appropriate easements/leases (as applicable)
- Certificate of Title lodged at LRS (if applicable)
- Final main switchboard (**MSB**) drawings and site diagram submitted to *Ausgrid*
- MSB and consumer mains installation complete on site ready for inspection and electrification.
- Final protection grading curves and circuit breaker settings submitted to *Ausgrid*
- Valid Current Transformer (**CT**) Metering form(s) submitted to *Ausgrid*
- Valid Certificate of Compliance for Electrical Work (**CCEW**) and Notice of Service Work (**NOSW**) forms (as applicable) submitted to *Ausgrid*
- Retail contract in place
- Final Installation Safety Management Plan (**ISMP**) submitted to *Ausgrid*
- Submission of final hazardous area dossier for private installation
- Payment of *pioneer scheme* amount
- Return of signed Deed of Guarantee of Minimum Revenue along with bankers guarantee

Electrification

The date the *ASP/1* works and installation are *electrified*.

XX/XX/XXXX

Note:

In completing this template, *your ASP/1* should note that the execution of *deeds of agreement* (clause 14.1.2(a)) or easement/lease plans and instruments (clause 14.1.2(a)) can take 4 weeks for *Ausgrid* and the *Network Owner* to review and execute. *Your ASP/1* must allow for this processing in its scheduling.

Appendix B – Schedule to the Certified Design

SCHEDULE TO THE CERTIFIED DESIGN		Project Number: XXXXX
1. CONNECTION CUSTOMER		
2. PREMISES ADDRESS		
3. THE CONNECTION (IF APPLICABLE)		
<i>Maximum capacity of the connection</i>		[Maximum import capacity: [XXXX kW or kVA] [Maximum export capacity: [XXXX kW or kVA] [Predicted load in accordance with Appendix E] [Fixed Capacity in accordance with Appendix H] [Variable Capacity in accordance with Appendix H]
<i>Point of Common Coupling</i>		(substation XY12345 low voltage busbar), (Low voltage network at pole/pillar number XY12345)
<i>Connection Point (i.e. point of supply);</i>		(substation XY12345 low voltage busbar), (Premises pole/pillar number 'A'/MSB/POA)
4. LEASES AND EASEMENTS REQUIRED BY AUSGRID: The leases and easements shown in the <i>certified design</i>		
5. PREMISES CONNECTION ASSETS		
(a) Funded by the <i>customer</i> undertaken by the ASP/1		All works depicted in the <i>certified design</i>
6. AUSGRID'S ANCILLARY SERVICES (incl GST)		The fees quoted below and on Ausgrid's portal are <i>Ausgrid's</i> estimates of the expected charges. If additional services are required additional charges are applicable in accordance with the <i>connection contract</i> . Services delivered outside of business hours will incur additional charges. If estimated services are required more than once, you will incur the fee on each occasion.
Connection Offer	\$XX,XXX	Access Permit* \$XX,XXX
Contestable Process Facilitation	\$XX,XXX	Clearance to Work* \$XX,XXX
Property Services	\$XX,XXX	Inspection (ASP/1 Grade A) \$XX,XXX
Customer Interface Coordination	\$XX,XXX	Inspection (ASP/1 Grade B) \$XX,XXX
Notification of Arrangement	\$XX,XXX	Inspection (ASP/1 Grade C) \$XX,XXX
Administration	\$XX,XXX	Substation Commissioning \$XX,XXX
Service fee associated with Ausgrid materials (if applicable)	\$XX,XXX	Supply temporary connections \$XX,XXX
Reinspection*: (per hour)	\$XXX per hour	
* If this service is required more than once, you will incur this fee on each occasion		

SCHEDULE TO THE CERTIFIED DESIGN		Project Number: XXXXX	
7. TIMEFRAMES FOR CONNECTION SERVICES AND WORKS			
Timeframes for connection will be developed by your <i>ASP/1</i> and accepted by <i>Ausgrid</i> in accordance with clause 11.1.4 of the <i>connection contract</i> . Project critical dates will be published on the portal on <i>Ausgrid's website</i> once agreed and are to be interpreted as the <i>Table of Critical Dates</i> for the purposes of the <i>connection contract</i> .			
8. PIONEER SCHEME (IF APPLICABLE)			
Does a <i>pioneer scheme</i> apply?		Commencement date of scheme:	
Is customer the <i>original customer</i> ?		If no, customer is scheme member number:	
New scheme applies to	(HV / LV / Substation)	Customer's required contribution:	\$XX,XXX
9. DEED OF GUARANTEE OF REVENUE			
Is a deed of guarantee of minimum revenue required for connection assets constructed by or on behalf of <i>Ausgrid</i> in accordance with clause 9?			
Amount of security required:	\$XXX,XXX.XX	Security must be provided in the form of a bank guarantee by an Australian bank.	
10. INITIAL TARIFF ASSIGNMENT (check one)			
<input type="checkbox"/> To be determined	<input type="checkbox"/> Standard Tariff [370/365/374/390/394/Other]	<input type="checkbox"/> Individually Calculated Tariff (ICT). See below for applicable components	
ICT billing components to be recovered within network tariff (check one) <ul style="list-style-type: none"> <input type="checkbox"/> Dual function connected customers: transmission only <input type="checkbox"/> Distribution connected customers: transmission, distribution and jurisdictional schemes ICT charging components (check one) <ul style="list-style-type: none"> <input type="checkbox"/> Large load customer: network access charge, capacity, and anytime energy components <input type="checkbox"/> Large generator customer: network access charge, capacity, and anytime energy components <input type="checkbox"/> Large-scale storage facility HV connection: network access charge, critical peak energy, off-peak energy components <input type="checkbox"/> Large-scale storage facility sub-transmission or dual function connection: either the large-scale storage tariff structure approved under the current Tariff Structure Statement OR the trial tariff with two-way transmission charging 			

Appendix C – Milestones

Milestone		Description	milestone date	
			complex project	bespoke projects
M1	Provision and agreement of construction plan	Agreement between <i>connection customer</i> and <i>Ausgrid</i> on the proposed construction plan.	2 months from the date of this <i>connection contract</i>	2 months from the date of this <i>connection contract</i>
M2	Project Commitment	The <i>connection customer</i> can demonstrate that the project can be successfully delivered, for example by evidencing that contracts for the major plant equipment have been entered into.	2 months from the date of this <i>connection contract</i>	2 months from the date of this <i>connection contract</i>
M3	Project construction	This milestone relates to when the <i>connection customer</i> begins site works to support the construction and until works have completed.	Agreed as part of M1	Agreed as part of M1

Appendix D – Security

1.1. Application of this Appendix D

1.1.1. This Appendix D will apply if we require you to provide security in the form of a *bank guarantee* under clause 9.1.1 of the *connection contract*.

1.2. Execution of the Deed of Guarantee of Minimum Revenue

1.2.1. You acknowledge and agree that if we require you to provide a *deed of guarantee of minimum revenue* and security in the form of a *bank guarantee* in accordance with clause 9 of the *connection contract*:

- (a) we will either enclose two copies of the *deed of guarantee of minimum revenue* with our *connection offer* or send you two copies of the deed within five (5) business days after we receive your acceptance of our *connection offer*;
- (b) you must execute both copies of the deed;
- (c) you must deliver the duly executed copies of the deed to us; and
- (d) we will execute the deed and return one copy to you.

1.3. Deed of Guarantee of Minimum Revenue is a precondition to our design and connection services

1.3.1. We are not required to *electrify* the *connection* until:

- (a) you execute a *deed of guarantee of minimum revenue* as required by clause 1.2 of this Appendix D;
- (b) you deliver the deed to us; and
- (c) we, acting reasonably, are satisfied that the deed is correct and has been properly executed.

1.3.2. If, before *electrification*, any *land* subject to a deed required by clause 9 of the *connection contract* is transferred to a new registered proprietor, we are not obliged to perform any further obligation under the *connection contract* until:

- (a) the new registered proprietor executes a new *deed of guarantee of minimum revenue* as required by clause 9 of the *connection contract* and this Appendix D;
- (b) you deliver the deed to us; and
- (c) we, acting reasonably, are satisfied that the deed is correct and has been properly executed.

1.4. Bank Guarantee is a precondition to design and construction services and electrification

1.4.1. You acknowledge and agree that we are not obliged to and must not:

- (a) design (and where applicable, construct) the augmentation works which the *deed of guarantee of minimum revenue* relates; or
- (b) electrify any *premises connection asset* under the *connection contract*,

until you have procured and delivered to us the *bank guarantee* required by clause 9 of the *connection contract* and this Appendix D and we are satisfied that the *bank guarantee* accords substantially with the form of *bank guarantee* contained in the schedule to the *deed of guarantee of minimum revenue*.

Appendix E – Predicted Load

Table 1 – Predicted Load

Year of review date	Predicted Peak Committed Load (MVA)	Predicted Peak Utilisation Load (MVA)
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036 and subsequent years		

Note 1: Predicted Peak Committed Load represents your predicted contractual commitments with third parties at the premises.

Predicted Peak Utilisation Load represents your predicted utilisation of *load* at the *premises*.

Table 1 Amendment History

Issue No.	Date	Summary of Changes
1		
1		

Appendix F – Automatic Access Limits for Power Quality Emissions

Your *electrical installation* will be required to comply with the automatic emission limits specified in this Appendix F (if attached), which are designed to control disturbances on the *distribution network*. The automatic emissions limits will be provided separately by us and attached to this Appendix F.

Appendix G – Connection Application

To be attached

Appendix H – Dynamic Connection

[Drafting Note: Delete clauses below and insert 'Not Used' if dynamic connection does not apply.]

1.1. Connection capacity for dynamic connection

1.1.1. This Appendix H applies where the *connection* of your *electrical installation* and *distribution connected units* will have a *dynamic connection* in relation to your consumption and generation of electricity, such that you will have:

- (a) a *maximum capacity*;
- (b) *fixed capacity* (which is protected from intentional interruption for active network management purposes); and
- (c) *variable capacity* (which is additional *capacity* above the *fixed capacity* which may be available under certain network conditions).

1.1.2. The *maximum capacity*, *fixed capacity* and *variable capacity* will be specified in your *connection offer*.

1.2. Your dynamic connection obligations

1.2.1. Your entitlement to a *maximum capacity* is conditional upon the installation by us (at your cost) of our control equipment and the *connection* of your *electrical installation* and *distribution connected unit* to our control equipment.

1.2.2. You acknowledge and agree that you must:

- (a) comply with the *instructions* issued by us to *curtail* and, upon receipt of such *instruction*, you must reduce the flow of electricity so as to not exceed the relevant service levels specified by us, which we will develop and provide to you by way of attachment to Appendix J of this *connection contract* and which will be a *site specific condition*, within the timeframe required by us;
- (b) maintain your *electrical installation* and/or *distribution connected unit* and comply with the technical and operational arrangements specified in Appendix I and, if applicable, the **Data Services Agreement** entered into by us and you;
- (c) to the extent these interface requirements are not accounted for in a **Data Services Agreement** you have entered into under clause 1.2.2(b) of this Appendix H (if at all), install and maintain the necessary *Customer systems* to interface, connect and cooperate with the relevant *Ausgrid systems*, which together will:
 - (1) conduct real-time measurement of current and voltage;
 - (2) convey *instructions* using the *SCADA data link* to your *Customer systems* to communicate *variable capacity*; and
 - (3) provide volt-free trip contacts for operation upon failure of *curtailment*, connected to our *connection point* isolator or circuit breaker;
- (d) ensure that your *electrical installation* and/or *distribution connected unit* is capable of complying, and interfacing and responding to, the *instructions for curtailment* issued by us (including, for the avoidance of doubt, as may be issued by us under clause 1.4 of this Appendix H) or requirements notified by us to you;
- (e) adhere to any technical and operational *site specific conditions*;
- (f) comply with your obligations under the *rules* and any other applicable *energy laws* in relation to *dynamic connections*; and
- (g) notify us, as soon as reasonably practicable, of any proposed changes to your *electrical installation* and/or *distribution connected unit* and obtain our prior written consent to make these changes (with such consent not to be unreasonably withheld or delayed by us).

1.2.3. You also acknowledge and agree that:

- (a) we may require a variation to this *connection contract* to adjust the *maximum capacity* to be equal to the *fixed capacity*;

- (b) if power flows or voltage levels at any specific location exceed the operating capacity, we have the right to instruct a reduction in the electricity flow through the *connection point*. This reduction, expressed in kVA or kW, is intended to bring the power flows or voltage levels below the operating capacity;
- (c) you may trip the outgoing circuit breaker by remote emergency tripping facility provided by us, but you must inform our control system immediately afterwards;
- (d) all apparatus on our side of the *connection point* will be controlled and operated by us, and all apparatus on your side of the *connection point* will be your responsibility; and
- (e) *electrification* and *de-electrification* may only be performed by our authorised officers to the direct instructions of our control systems.

1.3. Failure to comply with your dynamic connection obligations

- 1.3.1. If you commit a material breach of your *dynamic connection* obligations under clause 1.2.2 of this Appendix H, we may terminate this *connection contract* by giving you notice in writing. You will be considered to be in material breach of clause 1.2.2 of this Appendix H if you:
 - (a) fail to curtail *import capacity* or *export capacity* as required under this *connection contract*;
 - (b) commit a breach of your obligations contained in clauses 1.2.2(b) – 1.2.2(d) and 1.2.2(f) of this Appendix H in any material respect or otherwise commit persistent or repeated minor breaches of these obligations;
 - (c) commit a deliberate or negligent breach of your obligations under clause 1.2.2 of this Appendix H;
 - (d) fail to comply with any technical and operational *site specific conditions* and arrangements applicable to your *connection point*, *electrical installation* and/or *distribution connected unit* pursuant to clause 1.2.2(e) of this Appendix H; or
 - (e) make an unauthorised change as contemplated under clause 1.2.2(g) of this Appendix H without obtaining our prior written consent.

1.4. Multiple dynamic connections

- 1.4.1. You acknowledge and agree that we will prioritise the curtailment of *subordinate customer asset* based on their order of connection, or request for additional variable capacity, to the *constrained location (curtailment order)*. *Subordinate customer assets* that connect to the *distribution network* later will be issued a *curtailment order* by us:
 - (a) in accordance with the *LIFO Register*, in which case we will ensure that all flows of electricity from the most recently connected *subordinate customer assets* are reduced to zero, or a level that does not impact earlier connected *subordinate customer assets*, before *curtailing* earlier connected *subordinate customer assets* and
 - (b) before *priority customer assets*, which will only be *curtailed* once all *subordinate customer assets* have been *curtailed* to zero.
- 1.4.2. We will, on your request, facilitate access the *LIFO Register* to allow you to obtain information you reasonably require in relation to your *dynamic connection* including to help you understand the capacity, connection assets and order of connection of all *subordinate customer assets* connecting to the *constrained location*.

1.5. Responsibility and risk in respect of curtailment

- 1.5.1. By entering into this *connection contract*, you agree to having a *dynamic connection* at your own risk.
- 1.5.2. We will use reasonable endeavours to ensure that the magnitude and duration of our *curtailment* is no longer than is necessary and cease *curtailment* as soon as practicable after the relevant circumstances leading to the *curtailment* have ceased.
- 1.5.3. Notwithstanding clause 1.5.2, to the maximum extent permitted by *law*, we are not liable for any losses arising in respect of *curtailment* or for any losses you incur as a result of or in connection with us:
 - (a) issuing you with *instructions* for the *curtailment* of your *capacity* in accordance with clause 1.2.2 of this Appendix H;

- (b) prioritising the *curtailment* of *subordinate customer assets* in accordance with clause 1.4.1 of this Appendix H; and
- (c) the exercise of any of our rights under clause 1.2.3(a) and 1.2.3(b) of this Appendix H.

1.6. Dictionary

1.6.1. Where words in italics are not otherwise defined in clause 25.2 of this *connection contract*, the words in italics in this Appendix H have the following meanings:

Ausgrid systems means the software, networks, IT systems, IT services and other control and communication equipment systems, and includes the SCADA System.

constrained location means specific areas or points within the *distribution network* where constraints or limitations on the flow of electricity are identified and detailed, due to network capacity, operational limitations or other reasons.

curtailment means:

- (a) in relation to *import capacity*, to limit from time to time the maximum amount of electricity that may flow into the *distribution system* from the *connection point* at the *constrained location* by a volume up to the *variable import capacity*; and
- (b) in relation to *export capacity*, to limit from time to time the maximum amount of electricity that may flow into the *distribution system* through the *connection point* at the *constrained location* by a volume up to the *variable export capacity*,

and **curtail** and **curtailed** has the corresponding meaning.

Customer systems means the software, networks, IT or other equipment and IT services and other required control and communication equipment systems to be used by you from time to time for the purposes of clause 1.2.2(c) of this Appendix H.

data link(s) means (as applicable):

- (a) the SCADA *data link*; and
- (b) any other data link between the *Ausgrid systems* and the *Customer systems* required for the purposes of clause 1.2.2(c) of this Appendix H.

fixed capacity means the *fixed export capacity* [and/or *fixed import capacity*], as the context requires. The use of "fixed" does not mean the capacity is protected from unplanned interruptions.

Optionality Note: Distributed connected units: **fixed export capacity** means the amount of *export capacity* (measured in kW or kVA) that a *connection point* (or multiple *connection points*) can support without being intentionally interrupted and which is specified in your *connection offer* for a *dynamic connection*.

fixed import capacity means the amount of *import capacity* (measured in kW or kVA) that a *connection point* (or multiple *connection points*) can support without being intentionally interrupted and which is specified in your *connection offer* for a *dynamic connection*.

instructions means either:

- (a) manual instructions, which are given by us verbally or in written form; or
- (b) automatic instructions, which are given by us via our ADMS or other information or operational technology systems.

LIFO Register means the register used by us to maintain the order of connection of all *subordinate customer assets* that connects to the *constrained location*.

priority customer assets means, in respect of a *constrained location*, generation and load equipment connected to the *distribution system* which either is a customer with only a fixed connection and no designated variable component or has been entered onto the *LIFO Register* in priority to you.

SCADA data means the real-time data of the capacity of the *distribution network* ("Available Ausgrid Thermal Capacity (DCA)" data) as provided by the *SCADA system* at the relevant real-time data points (or such other frequency set out in any specifications we provide to you).

SCADA data link(s) means the serial link between the *SCADA system* and the *Customer systems* for the purposes of delivery of *SCADA data* by us to you and which otherwise meets specifications

for the *data link(s)* (including transfer protocol, etc.) that we may require and which we will notify you of.

SCADA system means our Supervisory Control and Data Acquisition systems and scheme that provides real-time monitoring, events, alarms and control of devices.

subordinate customer assets means any generation plant that connects to the *constrained location* after your *connection point* is energised and is subject to *curtailment* first before any *priority customer assets*.

variable capacity means the *variable import capacity* [and/or *variable export capacity*], as the context requires.

Optionality Note: Distribution connected units: **variable export capacity** means the amount of *export capacity* (measured in kW or kVA,) which may be available under the terms of this *connection contract* in addition to the *fixed export capacity* during certain network conditions and which is specified in your *connection offer* for a dynamic connection.

variable import capacity means the amount of *import capacity* (measured in kW or kVA,) which may be available under the terms of this *connection contract* in addition to the *fixed import capacity* during certain network conditions and which is specified in your *connection offer* for a *dynamic connection*.

Appendix I – Dynamic connections technical and operational requirements

To be **attached** (if applicable).

Appendix J – Service Levels

To be **attached** (if applicable, in accordance with clause 1.2.2(a) of Appendix H).