

Model Standing Offer

Basic Connection Services –

Micro Embedded Generation Connections



Important notes:

1. To accept this *connection offer*, please return the enclosed Acceptance Form to *Ausgrid* within *45 business days* of the date of the offer.
2. If you have applied for an *expedited* connection and *Ausgrid* agrees that the model standing offer you have nominated is appropriate, you do not have to accept *Ausgrid's connection offer*. Instead, *Ausgrid* sends a *contract notification letter* to confirm that a *connection contract* is already in place.

Connection Offer Summary

The Connection Offer Process¹

When *Ausgrid* receives a *connection application* and has assessed it, it makes a *connection offer*, which is an offer to provide *connection services* for the *premises* identified in the *connection application* on the terms set out in a model standing offer.²

Each of *Ausgrid's* model standing offers relate to a particular category of *connection services* and contain a contract that sets out the terms and conditions on which *Ausgrid* is willing to agree to provide *connection services* to *premises* connected to, or seeking to connect to the *distribution network*.

Ausgrid's *connection offer* is an offer to enter into a *connection contract*. The *connection contract* is between *Ausgrid* and the *connection customer* and it comes into effect when *Ausgrid's* *connection offer* is accepted or, if an *expedited connection* is requested, on the date *Ausgrid* receives the *connection application*.

Connections to which this model standing offer applies

Where *Ausgrid* determines that its **model standing offer for basic connection services – Micro EG connections** applies to the proposed or existing *connection*, it makes a *connection offer* in the form of this document.

This is the model standing offer we use when you have applied for *basic connection services* in relation to a *micro EG connection* - i.e. the *connection* of a small embedded generating unit at your *premises* (such as roof mounted solar panels) - and it is not necessary to make any change to the *distribution network* before the *connection* can be made and *electrified*.

Ausgrid has provided this *connection offer* and entered into this contract on the basis that where the *connection customer* is required to obtain the consent of the owner or owners (as the case may be) of the *premises* for the installation of the *micro EG unit* and the *connection* of the unit to the *distribution network*, the *connection customer* has obtained that consent. If the *connection customer* cannot provide evidence of owners' consent when requested by *Ausgrid*, *Ausgrid* may terminate this *contract* with notice in accordance with the terms of the contract.

If the *micro embedded generating unit* is being installed in conjunction with a *new connection*, the offer for the *new connection* will generally require the *connection customer* to fund the installation of *service mains* between the *premises* and the *distribution network*. If the *micro embedded generating unit* is being installed at *premises* already *connected* to the *distribution system*, then an alteration to the *premises connection assets* may be required. If so, the necessary alteration will generally be some alteration to the existing *service mains*. All work needed to establish the *connection* will be performed by an *accredited service provider* level 2 (ASP/2) as a *contestable connection service* at the expense of the *connection customer*.

Ausgrid may modify connection details proposed in the connection application

Ausgrid may require some modification to the *connection details* you have requested in order to manage the safe, secure and reliable operation of the *distribution system*.

If for example it assesses that a different *connection point*, from that specified in your *connection application* is more appropriate, *Ausgrid* will state in its *connection offer* or *contract notification letter* the *connection point* to which it will agree.

Please note that if you apply for an *expedited connection* and indicate in your *connection application* that an offer in the form of this model standing offer is acceptable, the contract that commences on the date of your *connection application* may be for a different *connection point*.

¹ Words in italics are defined in the Dictionary at clause 16.2 of the *connection contract* that forms part of this *connection offer*.

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

You may also be charged a *site inspection fee* if *Ausgrid* has inspected the *premises* in order to determine which of its model standing offers applies to your *connection*.

If you wish to know beforehand whether *Ausgrid* will modify any *connection details* or whether a site inspection fee will be levied and if so, what it will be, you may make a site specific preliminary enquiry before submitting the *connection application*. A fee applies in relation to making a preliminary enquiry. Details of fees are set out in the Connection Charges are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

Alternatively, you can choose not to request an *expedited connection* in which case any modifications to the *connection details* will be set out in the *connection offer* which you can review prior to acceptance.

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

Ausgrid's connection offer consists of the *connection contract* and one of the following documents:

- The *connection offer* and acceptance, which you will receive if you have not requested an *expedited connection*. If you wish to proceed on the terms offered by *Ausgrid*, you must accept *Ausgrid's connection offer* within 45 *business days* of the date the offer was made;
- A *contract notification letter*, which *Ausgrid* sends if you have requested an *expedited connection* and *Ausgrid* is willing to provide the *basic connection services* based on the details set out in your *connection application*; or
- An alternative version of the *contract notification letter*, which *Ausgrid* sends if you have requested an *expedited connection* and *Ausgrid* is willing to provide the *basic connection services* but *Ausgrid* has modified one or more of the *connection details* contained in your *connection application*.

Some conditions of contract continue after electrification

At the same time as the *connection contract* commences, another contract known as *Ausgrid's Deemed Standard Connection Contract* is also formed in relation to the *micro EG unit* and the *electrical installation* of which it is a part. That contract establishes the terms and conditions upon which *Ausgrid* will provide ongoing connection services once the *connection* of the *micro EG unit* is established and *electrified*.

Some terms of this contract continue to apply following *electrification* of the *connection* and become additional terms of the Deemed Standard Connection Contract. These terms are specified in the contract and relate to such matters as the maximum exporting *capacity* of the *connection*, the *connection point* or the *point of common coupling*.

The connection application and the connection customer

If someone other than the *connection customer* makes the *connection application* and accepts the *connection offer* on the *connection customer's* behalf, then that person does so as the *connection customer's* agent. The *connection customer* and *Ausgrid* are the parties to the contract.

Explanatory materials

Appendix A to the *connection contract* contains further explanatory material about *Ausgrid's connection services*, the *contestable connection services* to which *Ausgrid's* services relate and the national and New South Wales regulatory regimes that apply to them. The assets which form part of the *distribution system* are owned by *the Network Owner* and leased to *the Network Lessee* and are operated and maintained by *Ausgrid* under a sub-lease arrangement. Appendix A also provides a brief explanation of these arrangements.

Connection charges

As specified in clause 6 of the contract, we will either bill you, your *retailer* or an *electrical professional* acting on your behalf for *connection charges* incurred under the contract. Other than the charges billed to your *retailer*, you are responsible for ensuring those *connection charges* are paid. By entering into this contract, you agree to these billing and payment arrangements.



Offer to Provide Basic Connection Services – Micro EG Connections

Connection Offer

Premises address:
NMI:

This offer is made on _____ day of _____ 20____

By *Ausgrid* of 570 George Street, Sydney NSW

to the *connection applicant* named in the *connection application* received on [date]

in respect of the *premises* referred to above.

Ausgrid has determined that the *connection service* applied for is a *basic connection service* in relation to a *micro EG connection*. This *connection offer* is an offer to provide *basic connection services* on the terms set out in the attached *connection contract* and is open for acceptance for 45 *business days*.

The connection details are as specified in your connection application, modified as follows:

The maximum **export capacity** of the connection is _____. See also clause 2.5 of the *connection contract*.

The maximum **generation capacity** of the connection is _____

The **connection point** is _____ See also clause 2.6 of the *connection contract*.

The **point of common coupling** is _____ See also clause 2.7 of the *connection contract*.

This offer does not relate to *relocation works*. See clause 2.4 of the *connection contract*.

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

As specified in clause 6 of the contract, we will either bill you, your *retailer* or an *electrical professional* acting on your behalf for *connection charges* incurred under the contract. Other than the charges billed to your *retailer*, you are responsible for ensuring those *connection charges* are paid. By entering into this contract, you agree to these billing and payment arrangements.

If you have indicated in your *connection application* that you wish to *relocate* existing *distribution network* assets, *Ausgrid* will notify you separately whether it will accept your request and allow the *relocation* to proceed and any conditions attached to that *relocation*.

This *connection* will expire if not completed after twelve months and a new *connection application* will need to be submitted, see clause 15.2(e).



Acceptance of Connection Offer

Basic Connection Services – Micro EG Connections

NMI:
Premises address:

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

Signed by the connection applicant

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

Name of *Connection Applicant* _____

Full name of signatory _____

In signing this offer I agree that I have read and understood the terms and conditions of the *connection offer* (including the *Connection Offer Summary*) including in relation to the billing and payment of *connection charges*.

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

Signature _____

Return the signed acceptance form to:
[Ausgrid to insert relevant address].....

Date Ausgrid received acceptance form:

NMI:
Premises address:
Date:



[name and address of connection applicant]

Dear Connection Applicant

**Contract notification letter:
Expedited Contract for Basic Micro EG Connections**

Ausgrid is pleased to inform you that it has approved your *connection application*, received on [date] for *basic connection services* in respect of the premises referred to above.

Ausgrid provides *basic connection services* of the kind required for this *connection* in accordance with our standard form *connection contract* known as **Contract for Basic Micro EG Connections**. You elected for an *expedited connection* in the *connection application* and you consider that this model standing offer is acceptable. Therefore, in accordance with the provisions of Chapter 5A of the *National Electricity Rules*, the contract commenced on the date *Ausgrid* received your *connection application*.

The *connection details* are as specified in your *connection application* unless *Ausgrid* has approved different *connection details* below:

The maximum **export capacity** of the connection is . See also clause 2.5 of the *connection contract*.

The maximum **generation capacity** of the connection is

The **connection point** is See also clause 2.6 of the connection contract.

The **point of common coupling** is See also clause 2.7 of the *connection contract*.

Ausgrid and the *connection customer* are the parties to the contract. If you have applied for the *connection* on behalf of the *connection customer*, you have done so as that person's agent.

Please note that before a *new connection* is *electrified*, the *retail customer* who will be using electricity at the *premises* will be required to enter into a *retail contract* with a *retailer* if one is not already in place. The *National Metering Identifier (NMI)* at the top of this letter should be provided to the *retailer*. *Ausgrid* has made a *site inspection* to assess your *connection application*. The *site inspection fee* is \$.....*. We will send you an invoice for this sum, which you are required to pay within the time stated in the invoice.

As specified in clause 6 of the contract, we will either bill you, your *retailer* or an *electrical professional* acting on your behalf for *connection charges* incurred under the contract. Other than the charges billed to your *retailer*, you are responsible for ensuring those *connection charges* are paid. By entering into this contract, you agree to these billing and payment arrangements.

If you have indicated in your *connection application* that you wish to *relocate* existing *distribution network assets*, *Ausgrid* will notify you separately whether or not it will permit the *relocation*.

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

Yours faithfully

..... (signature)

..... (position)



Contract for Basic Micro EG Connections



SCOPE

This is the model standing offer we use when you have applied to install a *micro embedded generating unit* at your *premises* (such as roof mounted solar panels) and no or minimal change will need to be made to the *distribution network* before this *connection* can be made and *electrified*.

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, subject to approval by the Australian Energy Regulator (AER).

Document and Amendment History

| Issue No. | Date | Approved By | Summary of Changes |
|-----------|------------------|-------------------------------------|--|
| 1 | June 2013 | Chief Engineer | |
| 2 | June 2014 | Chief Engineer | Approved by AER |
| 3 | 10 December 2015 | Chief Engineer | 2015 AER Approved MSO |
| 4 | 1 December 2016 | Manager - Network Risk and Planning | Updates to reflect Ausgrid lease transaction |
| 5 | 14 December 2016 | Manager/ Network Risk and Planning | Minor typographical corrections |
| 6 | 14 May 2018 | Head of Asset Investment | AER approved update incorporating Power of Choice legislation. |
| | | | |

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THIS CONTRACT IS:
BETWEEN

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

AND

THE CONNECTION CUSTOMER stated in the *connection application*.

Background

- A. The *connection applicant* has applied for a *new connection* or *connection alteration* between the *distribution network* and the *premises*.
- B. *Ausgrid* has determined that its **Model Standing Offer to Provide Basic Connection Services – Micro EG Connections** is applicable to the requested *connection* and it has made an offer to enter into this contract in accordance with that model standing offer.
- C. The *connection applicant* has accepted the offer, either by completing and returning to *Ausgrid* the acceptance of connection offer form, or by indicating in the *connection application* that it seeks an *expedited connection* and the Model Standing Offer to Provide Basic Connection Services – Micro EG Connections is acceptable.

Operative provisions

1 Ausgrid’s Connection Offer and Connection Contract

1.1 Defined terms

The words in italics are defined in the Dictionary at clause 17.2.

1.2 What constitutes the connection contract?

The *connection contract* is for the *premises* referred to in the *connection application*. It consists of:

- (a) The Connection Offer Summary;
- (b) clauses 1 to 17 inclusive of this document;
- (c) all appendices to this document;
- (d) the *connection application*;
- (e) where you have not requested an expedited connection, the *connection offer*; and
- (f) where you have requested an *expedited connection* and indicated that the *connection offer* is acceptable, *Ausgrid’s contract notification letter* confirming that the *connection contract* is in place.

1.3 Is this the only connection contract?

This is the only contract that will be formed where:

- (a) the *premises* are already connected to the *distribution system*;
- (b) no change will be made to the current *capacity* of the existing *connection* to *import* electricity; and
- (c) minimal or no alteration to existing distribution network dedicated connection assets will be required for the purpose of the *micro EG connection*.

For the purpose of this clause, “minimal alteration to existing distribution network dedicated connection assets” means an alteration to existing *service mains* made to ensure that electricity can be safely *exported* from the *premises* to the *network* but does not include the *relocation* of any existing *distribution network* asset.

1.4 Will there be another connection contract?

When a *micro EG connection* has been applied for and:

- (a) the *connection applicant* or another person has also lodged a *connection application* for a *new connection* of the *premises*;
- (b) *Ausgrid* has made a separate connection offer in relation to that *new connection*; and
- (c) *Ausgrid's* offer has been accepted,

a separate *connection contract* is formed in relation to that *new connection*. That contract and this contract will be concurrent but will operate separately.

Where:

- (d) the *connection applicant* or another person has lodged a *connection application* for a *connection alteration* in respect of the *premises*;
- (e) the *connection alteration* is to increase the current *capacity* of the existing *connection* to *import* electricity;
- (f) *Ausgrid* has made a separate connection offer of standard *connection services* in relation to that *connection alteration*; and
- (g) *Ausgrid's* offer has been accepted,

a separate *connection contract* is formed in relation to that *connection alteration*. That contract and this contract will be concurrent but will operate separately.

1.5 Asset relocations require separate consent and a separate contract

This contract does not relate to the *relocation* of existing *distribution network* assets. See clause 2.4.

1.6 Commencement date

This *connection contract* commences:

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

1.7 The connection applicant and the connection customer

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

If you, the *connection customer*, have authorised another person to make the *connection application* and accept the *connection offer* on your behalf, that person (referred to in this contract as the *connection applicant*) has made the application and accepted the *connection offer* as your agent.

1.8 Ausgrid’s Deemed Standard Connection Contract

On the same date as this contract commences, another contract, known as *Ausgrid's Deemed Standard Connection Contract*, is also formed in relation to the *micro EG unit* as well as the *electrical installation* of which it is a part. It is a standard form contract containing the model terms and conditions for *connection contracts* set out in Schedule 2 of the National Energy Retail Rules.

The Deemed Standard Connection Contract establishes the terms on which *Ausgrid* will provide ongoing services to the *retail customer* at the *premises* once the *connection* of the *micro EG unit* is established. It applies when the *micro EG unit* is able to *export* electricity to the *distribution system* and relates to *connection services* in respect of the *micro EG unit*.

Some of the terms and conditions of this contract are continuing obligations which means that the *retail customer* for the *premises* must comply with these terms and conditions after the *connection* has been *electrified*. The obligation to comply with these terms and conditions is contained in clause 3.3 of *Ausgrid's* Deemed Standard Connection Contract and are additional terms of that contract. *Ausgrid's* Deemed Standard Connection Contract is available on our website.

2 The Connection

2.1 Description of connection

The *micro EG connection* is as described in the connection application.

2.2 Premises connection assets

The *connection customer* funds, owns and maintains the *electrical installation*. The *energy laws* also require the *connection customer* to fund the *premises connection assets* that need to be installed or altered before the *new connection* or altered existing *connection* can be made. However, after *connection*, the *Network Owner* owns the *premises connection assets* which will be leased to the *Network Lessee* and are sub-leased to and maintained by *Ausgrid* under a sub-lease arrangement.

The *premises connection assets* to be installed by the *ASP/2*, if required are:

- (a) a new meter (other than a *CT meter*);
- (b) new or altered *service mains* from the *point of common coupling* to the *connection point*; and
- (c) the *connection link*.

The meter, *service mains* and *connection link* are installed as a *contestable connection service* by an *ASP/2* retained and paid by the *connection customer*.

If *CT Metering* is required, *current transformers* and associated secondary wiring and equipment must be installed as part of your *electrical installation*.

2.3 Cost of the premises connection assets

Other than a meter referred to below, *Ausgrid* does not charge the *connection applicant* or *connection customer* for the *premises connection assets* but the cost of these assets are the prices charged to the *connection applicant* or *customer* by the *ASP/2*. The cost of any minor variations from the standard specifications will also be the cost charged by the *ASP/2*.

Ausgrid is responsible for the provision of certain meters under the *rules*. These are meters which form part of a type 5 metering installation (as determined by the *rules*). *Ausgrid* will provide one of these meters if required to the *ASP/2* for the benefit of the *connection customer*. The fee for this meter is set by the regulator and forms part of the *connection charges* payable in accordance with clause 6. Details of the current *connection charges* are available on *Ausgrid's* website at [https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf](https://www.ausgrid.com.au/~/media/Files/Connections/ConnectionCharges.pdf).

2.4 The connection application contains the connection details

The *connection details* specified in the *connection application* are the *connection details* for this contract except where modified by *Ausgrid* and noted in the *connection offer* or *contract notification letter*.

The *connection customer* must establish and maintain the *micro EG connection* in accordance with the *connection details* as failing to comply with this requirement may put the operation and security of the *distribution system* at risk.

If a connection has been established and/or maintained otherwise than in accordance with the *connection details*, or if this clause is breached or *Ausgrid*, acting reasonably, considers that it may be breached, *Ausgrid* may:

- (a) *disconnect* the *premises* in accordance with the *energy laws*; and/or
- (b) terminate the contract in accordance with clause 15.2.

Unless *Ausgrid* has amended the *connection details*, the *connection applicant* warrants that at the time of acceptance of the *connection offer*, the *connection details* set out in the *connection application* are accurate.

If prior to the date of *micro EG connection* there is any change to the *micro EG connection* proposed in the *connection application*, you must lodge a new *connection application*.

This clause 2.4 is an additional term of Ausgrid's Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.5 Maximum capacity of connection

The maximum *capacity* of the *micro EG connection* and the maximum amount of electricity that may be exported into the *distribution system* is as stated in the *connection application* under Total Generation proposed to be connected, unless a different value is specified in the *connection offer* or *contract notification letter*, in which case that value will be the maximum *capacity* of the *connection*.

The maximum *capacity* referred to in this clause is for *export* of electricity into the *distribution system*. The maximum *capacity* for *importing* electricity into your *premises* will be different and will either be specified in a separate offer if you have also applied for a *new connection* or *connection alteration* in conjunction with your *connection application* relating to this *contract* or if you already have a *connection* to the *distribution system* it would have been specified at the time that *connection* was established.

2.6 Connection point

The *connection point* is the point identified in the *connection application* unless Ausgrid stipulates a different *connection point* in the *connection offer* or *contract notification letter*.

This clause 2.6 is an additional term of Ausgrid's Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.7 Point of common coupling

The *point of common coupling* is the point identified in the *connection application* unless Ausgrid stipulates a different *point of common coupling* in the *connection offer* or the *contract notification letter*.

This clause 2.7 is an additional term of Ausgrid's Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

2.8 Relocation of existing network assets

This contract does not relate to *relocation works*.

Details of any proposed *relocation* of existing assets included in the *connection application* are not *connection details*. If such works are proposed, they must not be commenced without Ausgrid's express written permission.

Where the *connection works* require the *relocation* of *distribution network assets*, a separate contract will apply in relation to the *relocation works*. Obtaining Ausgrid's consent to the *relocation* in accordance with that other contract is a precondition to the commencement of *connection works* under this contract.

If Ausgrid consents to *relocation works* proposed in the *connection application*, the *connection applicant* must ensure that the ASP/2 or licensed electrical contractor performing *connection services* at the *premises* will co-operate with the person performing the *relocation works* to co-ordinate the works required for the *micro EG connection* and *relocation works*.

3 Ausgrid's basic micro EG connection services

Ausgrid is not directly involved in the work required to connect a *micro EG unit or units* to the *electrical installation* at the *premises* or to establish the *connection* between the *distribution system* and the *electrical installation* at the *premises*. Those works are provided by an ASP/2 as explained in Appendix A.

Set out below is a description of Ausgrid's pre-*connection services* and post-*connection services*. Each *connection* is different and Ausgrid may not provide all the services set out below. Until

Ausgrid assesses the *connection application*, *Ausgrid* cannot confirm the specific scope of *connection services*. However, the *basic connection services* provided by *Ausgrid* under this contract consist of all pre-*connection* and post-*connection* services necessary to establish the *micro EG connection*.

If requested, *Ausgrid* will provide specific information about the *micro EG connection* and the *basic connection services* to the *connection applicant*, *connection customer* or any existing or incoming *retail customer* at the *premises*.

Pre-*connection services* include:

- (a) conducting a site inspection (site inspection);
- (b) *ancillary services* including:
 - (1) site establishment;
 - (2) connection offer services;
- (d) supplying a meter (if required) to an *ASP/2* (see clause 9); and
- (e) installing a *CT meter* if required (see clause 9).

Post-*connection services* may include the following:

- (f) *ancillary services* including:
 - (1) connection offer services;
 - (2) inspecting the *connection* between the *micro EG unit* or *units* and the *electrical installation* and the *premises connection assets* installed by your *ASP/2* and/or the *electrical installation* installed by your licensed electrical contractor at the *premises* (inspection of service work);
 - (3) if required, re-inspecting defective work (re-inspection); and
- (g) receiving and processing the Certificate of Compliance for Electrical Work lodged by your licensed electrical contractor (in relation to the *electrical installation*) and Notification of Service Work lodged by the *ASP/2* (in relation to the installation or replacement of *service mains*) and (where applicable) Special Notification of Service Work lodged by your *accredited metering provider* in respect of metering.

Clause 5 sets out the timeframes within which *Ausgrid* provides these services. Clause 6 sets out the *connection charges* payable in relation to these *basic connection services*. Details of the current *connection charges* are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~:/media/Files/Connections/ConnectionCharges.pdf>.

4 Contestable connection services

The *contestable connection services* required to establish a *micro EG connection* are:

- (a) installation of the *micro EG unit* by a licensed electrical contractor who is qualified to install the relevant unit, including assessment of the requirements of the *micro EG unit* and where necessary, installation or upgrade of any submain or circuit in the *electrical installation*; and
- (b) (if required) installation or alteration of the *premises connection assets* needed in order to make the *micro EG connection*.

For *micro EG connections*, the necessary *premises connection assets* are a meter, *service mains* and a *connection link*. Details of the current cost of meters are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~:/media/Files/Connections/ConnectionCharges.pdf>.

In New South Wales, the installation or alteration of *premises connection assets* is a *contestable connection service* that must be performed by an *ASP/2* who holds current *Ausgrid* authorisation.

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

5 Time frames for Ausgrid's connection services

5.1 Pre and post connection services

Ausgrid delivers the pre-connection services referred to in clauses 3(a) to (e) prior to the commencement of this contract, or in the case of *expedited connections*, in 10 *business days* following commencement. The exception is services relating to meters which are provided in accordance with the timeframes specified in clause 9.

The timing of Ausgrid's post-connection services referred to in clauses 3(f) and (g) will be determined by the timing of the work performed by your licensed electrical contractor and (if applicable) your ASP/2. Ausgrid will perform these services as soon as practicable after those works are completed by the licensed electrical contractor and the ASP/2.

5.2 Timing of the connection and post-connection services

A *micro EG connection* is *electrified* by your licensed electrical contractor if no *connection alteration* is required or by your ASP/2 if a *basic connection alteration* is required. To avoid doubt, *new connections* and *standard connection alterations* are *connected* in accordance with a separate *connection contract*.

Electrification under this contract occurs after the licensed electrical contractor has installed the *micro EG unit or units* and the ASP/2 has completed any necessary *connection alteration*.

Ausgrid conducts audit inspections of some *premises connection assets* and *electrical installations*, but these are routine inspections that do not affect the timing of the ASP/2's *electrification* work.

Any defect found in the *premises connection assets* installed by the ASP/2 or the *electrical installation* provided by the licensed electrical contractor must be rectified and re-inspected. *Major defects* may require the defective portion of the *premises* to be *disconnected* but *minor defects* generally do not. The person responsible for the rectification work must notify Ausgrid when the work has been completed and is ready for reinspection. However, if your ASP/2 or licensed electrical contractor is satisfied that the defect has been rectified, he or she may re-connect the previously defective portion of the *premises* prior to Ausgrid's re-inspection.

Ausgrid's re-inspection is performed as a routine matter without the ASP/2, the licensed electrical contractor or the *connection customer* needing to be present (unless there is a problem of access, in which case Ausgrid will use reasonable endeavours to schedule an inspection at a mutually convenient time). Details of the current *connection charges* are available on Ausgrid's website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

6 Ausgrid's connection fees and charges

6.1 Ausgrid's connection charges

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

- (a) fees for *alternative control services* (referred to in clause 6.3 below) provided under this contract; and
- (b) a *site inspection fee* (referred to in clause 6.4 below).

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

Details of the current *connection charges* (other than *network charges*) are available on Ausgrid's website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

These charges are consistent with Ausgrid's *connection policy*. A copy of Ausgrid's *connection policy* is available on its website at http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf.

6.2 Billing arrangements

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

- (a) charges for *alternative control services* are billed to you or if applicable, an *electrical professional* acting on your behalf unless the charge is referred to in paragraph (c);
- (b) the *site inspection fee* is billed directly to you; and
- (c) charges for the *ancillary network service* relating to site establishment will be billed to your *retailer*.

The *connection charges* referred to in paragraphs (a) and (b) which are being billed to you or the *electrical professional* on your behalf is a direct billing arrangement. Where a *retailer* made the *connection application* on your behalf, we have reached agreement with your *retailer* for Ausgrid to bill you directly for those *connection charges* that are part of a direct billing arrangement.

These *connection charges* other than those billed to your *retailer* are payable by you including in circumstances where we have billed your *electrical professional* on your behalf and your *electrical professional* fails to pay those charges.

If Ausgrid invoices you for fees and charges in relation to the *basic connection services*, you are obliged to pay in accordance with the payment terms set out in the invoice. Ausgrid's payment terms are twelve (12) business days from date of invoice.

Details of the current *connection charges* are available on Ausgrid's website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

6.3 Connection charges for alternative control services

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

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

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

The service relating to the installation of a meter for a type 5 or type 6 metering installation is a service provided by an ASP/2 and the cost of this service is payable by you directly to the ASP/2. Meter reading and meter maintenance services are provided under the deemed standard connection contract and are payable as *network charges*.

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

6.4 Site inspection fee

If Ausgrid reasonably needs to make a site inspection in order to determine the nature of the *connection service* you are seeking, it is entitled to charge a *site inspection fee* to cover its reasonable expenses.

Generally, when the *connection application* is for a *micro EG unit*, a site inspection is not required.

Ausgrid's current *site inspection fees* are available on Ausgrid's website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

The *site inspection fee* is invoiced to the *connection applicant*. It is payable whether or not the *connection* is made and it is recoverable as a debt.

The actual *site inspection fee* (if any) payable under this contract is set out in the *connection offer* or *contract notification letter*.

If this contract is for an *expedited connection*, you agree to pay the *site inspection fee*. You acknowledge that *Ausgrid's* actual charge is available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

7 Owners' consent required for installation of micro EG units

7.1 Owners' consent required

Ausgrid has provided this *connection offer* and entered into this contract on the basis that where the *connection customer* is required to obtain the consent of the owner or owners (as the case may be) of the *premises* for the installation of the *micro EG unit* and the *connection* of the unit to the *distribution network*, the *connection customer* has obtained that consent.

The *connection customer* acknowledges that if it requires the owners' consent but has not obtained that consent, the owner or owners may require the *connection customer* to remove and/or disconnect the *micro EG unit*. The removal of the unit and any related equipment will be at the *connection customer's* cost.

7.2 Ausgrid may request evidence of owners' consent

Ausgrid may request the *connection customer* to provide *Ausgrid* with written evidence of the owner or owners' consent within a specified period of time which must be no less than 10 *business days*. If *Ausgrid* makes such a request, the *connection customer* must provide that written evidence to *Ausgrid* within the specified time.

7.3 Ausgrid may terminate if owners' consent is not obtained

If the *connection customer* cannot verify to *Ausgrid's* reasonable satisfaction that the owner or owners' consent to the installation of the *micro EG unit* has been obtained, despite clause 15.2, *Ausgrid* may with 10 *business days'* notice terminate this contract.

This clause 7 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

8 The premises connection assets

8.1 Responsibility for installing premises connection assets

The *connection customer* is responsible for engaging an *ASP/2* holding current *Ausgrid* *authorisation* to construct and install the *premises connection assets*.

8.2 Cross-property service mains

This clause 8.2 is a pre-condition to *electrification* of the *premises connection assets*.

This clause applies if there is no frontage from the *premises* to a public road or public reserve and in order to connect the *premises* to the *distribution system* it is necessary to erect *service mains* on *other land*.

In that case, *Ausgrid* will agree to the *connection* only on condition that *the Network Owner* acquires secure tenure for the *service mains* that will be erected on *other land*.

The *connection customer* must arrange and if necessary fund the acquisition of a registered easement on the *other land* in favour of *the Network Owner* and in accordance with *Ausgrid's* reasonable requirements.

You must ensure that the *connection* is not made unless:

(a) *Ausgrid* has given explicit consent in writing to the location of the *service mains*; and

either

(b) the registered proprietor of the *other land* has registered at *LPI* an easement *instrument* in favour of *the Network Owner* in a form approved by *Ausgrid* (provided that, where the *instrument* must be executed by the *Network Owner*, *Ausgrid* will obtain the executed *instrument* from the *Network Owner*);

or

(c) the registered proprietor of the *other land* has signed and delivered to *Ausgrid* a deed of agreement to grant an easement for the *service mains* in favour of *the Network Owner*, in accordance with *Ausgrid*'s standard form of agreement available on our website.

If clause (c) applies, you must, as soon as is reasonably practicable after the *service mains* are installed on the *other land*, obtain from the owner of the *other land* an *instrument* in registrable form for the easement promised in the deed and deliver it to *Ausgrid*, together with a survey of the easement prepared by a registered surveyor and suitable for lodgement at *LPI* together with the *instrument* (provided that, where the *instrument* must be executed by the *Network Owner*, *Ausgrid* will obtain the executed *instrument* from the *Network Owner*). If the requirements of this clause have not been satisfied when *electrification* occurs, *the Network Owner* will not accept ownership of the *service mains*.

You acknowledge and agree that if the requirements of this clause have not been satisfied when the *connection* is *electrified*, *Ausgrid* may:

- (d) terminate this contract; and
- (e) *disconnect* the *premises*.

You also acknowledge that if either clause (b) or (c) has not been satisfied, the owner of the *other land* may require you to remove the *service mains*.

8.3 Consumers mains on other land

This clause applies if there is no frontage from the *premises* to a public road or public reserve and in order to *connect* the *premises* to the *distribution system* it is necessary to erect *consumer's mains* on *other land*.

In that case, *Ausgrid* will not permit the *connection* unless the following instruments have been registered by *LPI*:

- (a) an easement over the *other land* in favour of the *premises*; and
- (b) if the *consumer's mains* are shared *consumer's mains*, a positive covenant made under the provisions of section 88B of the Conveyancing Act 1919 (NSW) over the *other land* in favour of that easement.

This clause 8.3 is a pre-condition to *electrification* of the *micro EG unit*.

If the requirements of this clause have not been satisfied when *electrification* occurs, *the Network Owner* will not accept ownership of the *premises connection assets* at the *connection point*.

You acknowledge and agree that if the *micro EG unit* is *electrified* before the requirements of this clause have been satisfied, *Ausgrid* may:

- (c) terminate the contract; and
- (d) *disconnect* the *premises*.

You also acknowledge that if paragraphs (a) and (if applicable) (b) have not been satisfied, the owner of the *other land* may require you to remove the *consumer's mains*.

8.4 Acquisition of premises connection assets on connection

Subject to clause 8.2 or 8.3 (as applicable) ownership of the *premises connection assets* installed by your *ASP/2* is transferred to *the Network Owner* when those assets are *electrified*.

You must do everything reasonably practicable to ensure that *the Network Owner* will acquire those assets without challenge to its rights of ownership and you will do all things reasonably open to you and necessary to ensure *the Network Owner's* ownership is not open to challenge.

In the event of any challenge to *the Network Owner's* ownership of the *premises connection assets*, you will, at no cost to *Ausgrid*, do everything *Ausgrid* reasonably requests to assist *the Network Owner* in asserting its title to the assets, including obtaining the assistance of your *ASP/2*.

9 Metering

9.1 Metering must be installed at the premises

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

9.2 Requirements for meter installation

Metering arrangements are required to comply with Section 4 of the *Service and Installation Rules* and Chapter 7 of the *rules*.

The meter must be bi-directional if there is a possibility that electricity is to be exported from the *premises* to the *distribution network*.

The meter(s) must be located as stipulated in the *Service and Installation Rules* unless *Ausgrid* has agreed to an alternative arrangement under those rules.

If you require *CT Metering*, you or your *electrical professional* must lodge a *CT Metering Form* with *Ausgrid* as soon as possible after the metering requirements are known and at least 10 *business days* prior to the proposed date of *electrification*. Following lodgement of the *CT Metering Form*, you or your *electrical professional* should also contact *Ausgrid* to make arrangements for the *CT Metering* to be installed prior to the inspection of the *premises connection assets* and the *electrical installation* under clause 5.

9.3 Embedded generating units and micro EG units

The metering provisions of this contract prevail over the provisions of your existing *connection contract* or any new *connection contract* for the *premises* in the event of a conflict.

9.4 Ausgrid will provide certain meters

If the metering installation is a type 5 metering installation (as determined by the *rules*) *Ausgrid* will provide the minimum number of meters required for accurate measurement of electricity use at the *premises* at a regulated fee (see clause 6). When the *connection* requires *Ausgrid* to provide the meter, the metering installation will be a type 5 metering installation. If you require further information on the type of metering installation for your *premises*, please contact *Ausgrid*.

The meters provided by *Ausgrid* have standard type 5 configurations depending on the *premises* and the requirements of the *connection customer*. *CT metering* where required will also be a standard type 5 metering installation.

Ausgrid does not offer to provide meters other than those relating to types 5 and 6 as a component of its *connection services*. If the *connection* requires a meter for any other type of metering installation (that is, types 1 – 4), you must make the necessary arrangements with a *retailer*.

9.5 Qualifications for meter installation

Whole current meters for this *connection* must be installed by an ASP/2. By installing the meter, the ASP/2 is operating under Ausgrid's AEMO accreditation as an *accredited metering provider*.

If *CT metering* is required, Ausgrid will provide and install the *CT meter*. If Ausgrid is permitted to charge for this *alternative control service* in accordance with its *connection policy*, costs associated with this service will be charged to the *connection applicant* on your behalf.

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

9.6 Precondition to supply of meter

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

9.7 Precondition to installation of meter

Where meters are not supplied by Ausgrid, you must do everything reasonably possible to ensure that they are not installed and *connected* until the *retail customer* at the *premises* has entered into a contract with a *retailer*.

9.8 Breach of metering requirements

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

9.9 Force majeure in relation to the supply of meters

Ausgrid may from time to time be prevented by a *force majeure event* from issuing a meter or meters in accordance with this contract.

Where a *force majeure event* has arisen, Ausgrid will issue a *force majeure notice* to the *connection customer*.

Where Ausgrid, acting reasonably, has issued a *force majeure notice*, it will not be liable to the *connection applicant* or the *connection customer* for any delay arising as a result of the *force majeure event* referred to in the notice.

For the purposes of this clause *force majeure event* means any event outside Ausgrid's reasonable control, including but not limited to failure to obtain meters from a meter manufacturer or distributor, natural disaster, fire, flood, vandalism, sabotage, riots, malicious damage, industrial action including strikes and boycotts, civil commotion, government directive, confiscation, nationalisation, requisition or damage to property by or under the order of any government.

10 Safety and technical requirements

10.1 The electrical installation at the premises

You must ensure that the *electrical wiring work* carried out on the *premises* is performed by a licensed electrical contractor and that the *micro EG unit* and the *electrical installation* comply with the technical and safety requirements stipulated in this clause 10.

10.2 Electrical Safety Rules

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

10.3 Compliance with rules and standards

You must ensure that your *electrical professional* ensures that the *micro EG unit*, the *electrical installation* and the *premises connection assets* comply with (as relevant):

- (a) the requirements of the *Service and Installation Rules*;

- (b) the *rules*, the market operations rules and any applicable metrology procedures made under the *rules* or the market operations rules;
- (c) any requirements or standards specified by *Ausgrid* from time to time to ensure compliance with the *rules*;
- (d) *Ausgrid's* Network Standards;
- (e) any reasonable requirement imposed by *Ausgrid* before or after the *micro EG unit* is *electrified* if *Ausgrid* becomes aware of any defect or other matter or thing that in its reasonable opinion may:
 - (i) cause the *micro EG unit* or the *electrical installation* to be unsafe;
 - (ii) cause the *micro EG unit* or the *electrical installation* or the *premises connection assets* not to comply with the conditions of this contract; or
 - (iii) cause damage to the *distribution system* or another customer's *electrical installation* or equipment;
- (f) relevant Australian Standards (including AS3000: Electrical Installations).

10.4 Fitness for safe operation

You must ensure that your *electrical professional* ensures that the *micro EG unit*, *electrical installation* and the *premises connection assets* are fit for purpose in the following ways:

- (a) safe operation in accordance with the Electricity (Consumer Safety) Act 2004 (NSW) and the Electricity (Consumer Safety) Regulation 2015 (NSW);
- (b) pose no fire risk to the environment that surrounds the *premises*;
- (c) comply with *customers'* responsibilities identified in *Ausgrid's* Customer Installation Safety Plan and Bush Fire Risk Management Plan, both of which are published in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);
- (d) satisfy the requirement that all live parts remain properly insulated and protected against inadvertent contact with any person; and
- (e) neither the *micro EG unit* nor any part of the *electrical installation* or *premises connection assets* can be used in a manner that exceeds the operating limits imposed by the design or the *Service and Installation Rules*.

This clause 10.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

10.5 Connection customer must accommodate and protect equipment

You must accommodate on the *premises*, and protect from harm, any *premises connection assets* which are required to be located on the *premises*.

11 Continuing conditions of connection

A *retail customer* at the *premises* must notify *Ausgrid* if:

- (a) any alteration or upgrade is made to a *micro EG unit* at the *premises*; or
- (b) any *micro EG unit* is disconnected from the *electrical installation* at the *premises*.

This clause 10 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

12 Ausgrid access to premises

For the purposes of this clause, *premises controller* means the occupier of the *premises*, or if the *premises* are unoccupied, the person who has control of the *premises* whether under a construction contract or otherwise.

You must take reasonable steps to ensure that the *premises controller* permits authorised officers of *Ausgrid* to enter the *premises* at any reasonable time during daylight hours in order to conduct any necessary inspection or do anything relating to:

- (a) any *connection service* provided or to be provided by *Ausgrid* under this contract;
- (b) any breach or possible breach of *Ausgrid's* technical and safety requirements, the *energy laws* or this contract;

- (c) any defect or possible defect in the *premises connection assets* or the *electrical installation*; or
- (d) any matter concerning the safety of the *electrical installation*, the *premises connection assets* or the *connection*; and
- (e) in an emergency, to enter the *premises* at any time of day or night.

Contractors and personnel involved in undertaking the activities of *Ausgrid* under this contract must show identification before carrying out work on a *connection customer's premises*. *Ausgrid* issues photo identification cards that indicate the nature of the employee's or contractor's authority.

Ausgrid is entitled to charge a fee for a follow up visit if you refuse to allow or prevent a authorised officer of *Ausgrid* from entering the *premises* in order for them to exercise a statutory right. This is an *alternative control service* that is charged at a rate set by the *regulator* for each financial year. The current details are available on *Ausgrid's* website at http://www.ausgrid.com.au/~media/Files/Connections/Basic_Connection_Charges.pdf.

13 Dispute resolution

If a dispute arises between a *connection customer* and *Ausgrid* concerning:

- (a) the terms and conditions on which the *basic connection services* that are the subject of this contract are to be provided; or
- (b) any *connection charge* imposed by *Ausgrid*,

that dispute is an access dispute for the purposes of section 2A of the National Electricity Law and the *connection customer* is entitled to seek to have the matter resolved by the *regulator*.

If the *connection customer* is or will be a *small customer*, any complaint or dispute regarding *Ausgrid's connection offer* and/or this contract may be made to *Ausgrid* in accordance with *Ausgrid's* Standard Complaints and Dispute Resolution Procedures (which are available on our website at <http://www.ausgrid.com.au/Common/About-us/Contact-us/Customer-complaints.aspx> or by phone on 13 13 65).

If *Ausgrid* has investigated your complaint or dispute and you are still not satisfied with the investigation results, you can refer your dispute to the New South Wales Energy and Water Ombudsman. *EWON* may be contacted on free call 1800 246 545 or www.ewon.com.au.

14 Protective devices and measures

Ausgrid's NS238 – Supply Quality on our website describe some of the protective devices that may be installed and some of the measures that may be taken to avoid damage to electrical equipment due to fluctuations or interruptions in the supply of electricity by your *retailer* through the *distribution system*. *Ausgrid* recommends that you inform the users of electricity at the *premises* of these matters.

15 Miscellaneous

15.1 Electrical professionals

The *connection customer* must take reasonable steps to ensure that any *electrical professional* who is not a party to this contract complies with *Ausgrid's* requirements relating to the *electrical installation* and the *premises connection assets*.

15.2 Termination

- (a) The *connection customer* and *Ausgrid* may agree in writing to terminate this *connection contract* if *Ausgrid* and the *connection customer* enter into another connection contract for connection services for the *premises*.

- (b) *Ausgrid* may terminate this *connection contract* at any time if *Ausgrid* disconnects the *premises* in accordance with the *rules*.
- (c) Subject to the paragraph (d) below, *Ausgrid* may terminate this *connection contract* if any of the following have occurred:
 - (i) the *connection customer* does not, or, in *Ausgrid's* reasonable opinion, will not, comply with the terms and conditions of this *connection contract*;
 - (ii) the *connection customer* is no longer eligible to receive the *connection services* under this *connection contract*; or
 - (iii) if a *connection* has been established and/or maintained otherwise than in accordance with the *connection details* or if clause 2.4 has been breached or *Ausgrid*, acting reasonably, considers that clause 2.4 may be breached by the *connection customer*.
- (d) Unless there is an immediate threat to the safety of the *distribution network*, *Ausgrid* must, prior to terminating this *connection contract* in accordance with paragraph (c) above, issue a rectification request to the *connection customer*. This rectification request must state the reason for the rectification request and the action or work necessary to rectify the issue and require that the *connection customer* agrees to make all reasonable efforts to remediate the issue within 14 *business days* of the issue date of the rectification request. If the rectification request is not resolved within 60 *business days* of issue then *Ausgrid* may terminate this contract.
- (e) This *connection contract* expires twelve months after it commences if the *Micro EG connection* applied for has not been *electrified*. If you still wish to obtain a *connection* after the contract terminates, you must make a new *connection application*.
- (f) The *connection customer* may terminate this contract by giving *Ausgrid* notice in writing.
- (g) The contract otherwise comes to an end when all of the parties' obligations have been satisfied.
- (h) This clause 15.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

15.3 Amendment

The contract may be amended by agreement in writing signed by both parties.

15.4 Oral explanation

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

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

16 Interpretation and governing law

16.1 Interpretation

Headings are for convenience only and do not affect interpretation.

Unless stated to the contrary:

- (a) words used in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) one part of speech in a defined term imports all parts of speech;

- (d) a reference to a person includes a natural person, a firm, unincorporated association, corporation, government or statutory body or authority and the person's legal personal representatives, successors and assigns;
- (e) a reference to legislation, a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) a reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) "clause" refers to a clause in this contract;
- (h) "contract" refers to this contract;
- (i) "we" and "our" refer to *Ausgrid*;
- (j) "you" refers to the *connection customer*; and
- (k) "including" always implies an inclusion without limitation.

16.2 Governing Law and Jurisdiction

This contract is governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with the contract.

17 Dictionary

17.1 Statutory definitions apply

- (a) Terms used in the *connection offer* and the *connection contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of *energy laws*, which has the extended meaning given in clause 17.2.
- (b) For ease of reference, *Ausgrid* offers the definitions set out in clause 17.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in sub-clause 17.1(a).

17.2 Definitions

Subject to clause 17.1 the following words have the following meanings:

accreditation scheme means the *Scheme for the Accreditation of Service Providers to Undertake Contestable Services* made in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW) administered by the NSW Department of Industry, Resources and Energy.

accredited metering provider means a metering provider accredited by *AEMO*.

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

AEMO means the Australian Energy Market Operator.

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

amps means amperes.

ancillary services are non-routine services provided to the *connection customer* on an as needed basis.

ASP/1 means a person accredited as a level 1 *accredited service provider* in accordance with the *accreditation scheme* to construct *distribution network assets*. To avoid doubt, *ASP/1* services are not required in this contract.

ASP/2 means, depending on the context,

- (a) a person accredited as a level 2 *accredited service provider* in accordance with the *accreditation scheme* to construct *premises connection assets*; or
- (b) the person so accredited retained by the *connection customer* or any agent of the *connection customer* to construct the *premises connection assets*.

ASP/3 means a person accredited as a level 3 *accredited service provider* in accordance with the *accreditation scheme* to design *distribution network assets*. To avoid doubt, *ASP/3* services are not required in this contract.

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

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

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

being the operator of the *distribution system*.

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

basic connection means a *connection* between the *premises* of a *connection customer* and the *distribution system* that involves minimal or no *augmentation* of the *distribution network*.

basic connection service means a *new connection* or a *connection alteration* related to a *basic connection* or proposed *basic connection* and for the purposes of this *connection offer* means the services set out in clause 3.

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

capacity means the measure of the electricity (expressed in amperes) that can be received from the *distribution system* by an *electrical installation*.

connection means a physical link between a *distribution system* and a *connection customer's premises* to allow the flow of electricity and means, in this contract, the *connection* described in the *connection offer* or *contract notification letter*. To avoid doubt, *connection* does not include *relocation* and *connection works* do not include *relocation works*.

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

connection applicant means the person who lodged the *connection application*, who is either a *retail customer* or a *real estate developer*, or a person making a *connection application* on behalf of a *retail customer* or *real estate developer*.

connection application means an application for a *new connection* or *connection alteration* and in the context of this contract means the completed *connection application* referred to in the *connection offer* or *contract notification letter*.

connection capacity - see *capacity*.

connection charge means a charge imposed by a *distribution network service provider* such as *Ausgrid* for a *connection service* and for the purposes of this contract are those charges identified in clause 6.1.

connection contract means a contract formed by the making and acceptance of a *connection offer*. To avoid doubt, except where *Ausgrid's Deemed Standard Connection Contract* is expressly referred to in this document, *connection contract* refers to a connection contract under Chapter 5A of the *rules*.

connection customer means the *retail customer* or *real estate developer* (as the case may be) whose details are set out in the *connection application*.

connection details are the proposed embedded generation details and the connection details set out in the *connection application*, as modified by *Ausgrid* in the *connection offer* or *contract notification letter*.

connection link means a fixture that forms the physical junction through which electricity is transmitted across a break in electrical conductors. The *connection link* forms part of the *electrical installation* provided and maintained by the *connection customer*.

connection offer means the offer by *Ausgrid* to enter into this *connection contract* on the terms of this contract and the *connection application*.

Connection Offer Summary means the explanation of the connection offer set out at the beginning of this document and forming part of this 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* was formerly known in New

South Wales as the *point of supply*. For the purposes of this contract, is the point specified in clause 2.6.

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

http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf

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

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

contestable refers to services that may be provided by more than one supplier as a *contestable connection service* or on a competitive basis and in New South Wales must be provided in accordance with the *accreditation scheme*. See Appendix A for further information.

contestable connection service means, in the context of a *basic connection*, the work done at or near the *premises* (at the *connection customer's cost*) by an *ASP/2* to establish the *connection*.

contract notification letter means a letter sent by *Ausgrid* to the *connection applicant* in accordance with clause 1.2(e).

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

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*.

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

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

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

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

electrical professional means a licensed electrical contractor or an *accredited service provider*.

electrical wiring work means the actual physical work of installing, repairing, altering, removing or adding to an *electrical installation* or the supervising of that work.

electrify means the application of electrical current to the *premises connection assets* and (for 100 Amps connections) the *electrical installation* and *electrification* has a corresponding meaning.

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

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

energy laws includes (as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules*, any rules, regulations and instruments made under the National Energy Retail Law or the National Electricity Law, the Electricity Supply Act 1995 (NSW) and Electricity (Consumer Safety) Act 2004 (NSW), all rules, regulations, instruments and plans made under or to comply with those Acts, *Ausgrid's Network Standards*, *Ausgrid's Electrical Safety Rules*, the *Service and Installation Rules*, AS/NZ 3000 Wiring Rules and AS 4777 Grid connection to energy systems via inverters.

EWON means the *Energy and Water Industry Ombudsman*.

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

export means, in relation to electricity, the electricity generated by the *micro EG unit* and delivered to the *distribution system* from the *premises*.

extension is an *augmentation* that requires the provision of a power line (including a *service main*) outside the present boundaries of the *distribution network*.

force majeure event is defined in clause 9.6.

force majeure notice is the notice referred to in clause 9.6.

import means, in relation to electricity, the delivery of electricity from the *distribution system* to the *premises*.

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

LPI means Land and Property Information.

major defect means a defect that in *Ausgrid's* reasonable opinion would or might compromise the safe operation of the *electrical installation* at the *premises* or the *distribution system* or have an adverse effect on another customer's *electrical installation*.

micro EG connection means a *connection* between a *micro embedded generating unit* and a *distribution system* of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

micro embedded generating unit or **micro EG unit** means an *embedded generating unit* of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

micro embedded generator means a *connection customer* who operates, or proposes to operate, an *embedded generating unit* for which a *micro EG connection* is appropriate.

minor defect means a breach of a technical requirement under this contract that is not a *major defect*.

National Metering Identifier or **NMI** means the National Metering Identifier issued at (or in relation to) a metering installation and registered with *AEMO* in accordance with the *energy laws*.

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

Network Lessee means *Ausgrid Asset Partnership* (ABN 48 622 604 040), 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 *Ausgrid* under a sub-lease arrangement.

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

new connection means a *connection* established or to be established, in accordance with applicable *energy laws*, where there is no existing *connection*.

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

point of common coupling means the point at which *service mains* from particular *premises* are connected to the *distribution network* and for the purposes of this contract, means the point specified in clause 2.7.

point of supply means the *connection point*.

premises includes any building or part of a building, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters and for the purposes of this contract, means the *premises* referred to in the *connection application*.

premises connection assets means the components of the *distribution system* through which Ausgrid provides electricity to individual *premises*. The components of the *electrical installation* at the *premises* are not *premises connection assets*.

premises controller is defined in clause 12.

real estate developer means a person engaged in the commercial development of land and for the purposes of this contract means the *real estate developer* (if any) named in the *connection application*.

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

relocation means moving existing assets in the *distribution system* from one place to another (including undergrounding existing overhead assets) and includes installing new items in place of existing ones; and *relocation works* bears an equivalent meaning.

retail contract means a contract between a *retail customer* and a *retailer* for the sale of electricity to the *premises*.

retail customer means a person who purchases electricity from a *retailer* and includes a non-registered *embedded generator* and a *micro embedded generator*.

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

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

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

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

site inspection fee is the fee allowable under *rule* 5A.D.4 and further described in clause 6.3.

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

Appendix A - Explanation of the model standing offer, offer and contract – Basic connection services for Micro EG Connections

This Appendix provides information designed to assist prospective *connection customers* to understand *Ausgrid's* model standing offer to provide *basic connection services* for a *micro EG connection* that requires no or minimal *augmentation* of the *distribution network*.

It contains explanations of the type of *connection* to which the model standing offer applies and how, if the offer is accepted, a contract is formed.

A brief explanation of the regulatory framework underlying *connection* offers is also included.

The *connection contract* is between *Ausgrid* and the *connection customer*. However, parts of this contract refer to *the Network Owner* where the reference relates to the ownership of the *distribution system* assets or the *distribution network* assets. This is because *the Network Owner* owns the assets (and leases them to *the Network Lessee*) but *Ausgrid* operates and maintains those assets under a sub-lease from *the Network Lessee*. *Ausgrid* has been granted all rights necessary for it to undertake its functions as a *distribution network service provider* including its rights and obligations under this contract.

Where the *connection customer* is required to procure certain property rights in favour of *the Network Owner*, this is because the rights relate to the *distribution system* assets owned by *the Network Owner*. *The Network Owner*, *the Network Lessee* and *Ausgrid* will then ensure that all necessary lease and sub-lease arrangements are in place to give *Ausgrid* the rights to those assets.

This Appendix forms part of the model standing offer but to the extent of any inconsistency, the terms of the *connection offer* or *contract notification letter* sent to the *connection applicant* and the **Contract for Basic Micro EG Connections** prevail.

A1 Minimal augmentation

Minimal *augmentation* is required where the only *premises connection* assets that must be installed or altered to establish the *connection* are dedicated *connection* assets. Dedicated *connection* assets are components of the *distribution system* that are used to provide electricity to a single *premises* or a small group of *premises* (in contrast to shared assets, which are used for customers generally).

A2 Basic connection services

The **Contract for Basic micro EG connections** contains the terms on which *Ausgrid* will perform its *basic connection services*. These are the services *Ausgrid* provides to make it possible for one or more *micro EG units* to be installed at the *premises* and *connected* to the *distribution network*, once the *connection* between the *micro EG unit* or units and the *electrical installation* at the *premises* is complete and any necessary *premises connection* assets have been constructed or altered.

A3 The regulatory framework

The respective rights and obligations of *connection applicants*, *retail customers*, *real estate developers* and *Ausgrid* in relation to the *connection* process are regulated by the National Energy Retail Law and Rules and Chapter 5A of the National Electricity Rules (*rules*). This *connection offer* is made in accordance with that law and the *rules*.

The *rules* require *distribution network service providers* such as *Ausgrid* to have a *connection policy*.³ *Ausgrid's connection policy* provides that *connection customers* who require a *basic connection service* must bear the cost of certain *extensions* that must be made to the *distribution network* before *premises* can be connected to it. For *micro EG connections* that are being installed in conjunction with a *new connection* this may involve installing additional assets, which are

³ Rules, Chapter 6, Part DA.

referred to in the *rules* as *premises connection assets*. If the *connection* already exists then the *premises connection assets* may need to be upgraded when the *micro embedded generating unit* is installed.

In most cases, the necessary *basic connection services* are:

- for a *new connection*, installing *service mains* leading to the *premises* from existing mains, installing a meter and *electrifying* the *connection*; and
- for a *connection alteration*, replacing or altering the *service mains* (if necessary) to carry an increased load, replacing or reconfiguring the meter or meters (if necessary) and *electrifying* the *connection*.

These **connection services** relate to the construction work that must be done before the *premises* can be physically linked to the *distribution network*. In New South Wales the services required to establish the physical *connection* are *contestable* and are provided (without any Ausgrid involvement) under a separate contract between the *connection customer* and the provider of the *contestable connection service*, who is an *accredited service provider* Level 2 (ASP/2) operating within the scheme described in the next section.

A4 Accredited service providers perform contestable connection services

A *contestable* market for *connection services* operates in New South Wales because the Electricity Supply Act⁴ provides that a *connection customer* who is obliged to bear the cost of establishing or modifying a *connection* may choose to have the required work done by an *accredited service provider* holding current accreditation under the Scheme for Accreditation of Service Providers to Undertake Contestable Services administered by the NSW Department of Industry, Resources and Energy. There are three levels of accreditation:

- Level 1 (ASP/1) involves the *contestable* construction of transmission and distribution works such as the installation of high and low voltage distribution cables and substations.
- Level 2 (ASP/2) involves the *contestable* installation of overhead and underground *service mains* and metering equipment, disconnecting and reconnecting electricity to enable work to be carried out on an *electrical installation*, and *electrifying* installations.
- Level 3 (ASP/3) involves the design of *contestable* electrical reticulation systems.

You may obtain details of the *accreditation scheme* from the NSW Department of Industry, Resources and Energy website at: <http://www.resourcesandenergy.nsw.gov.au/energy-supply-industry/pipelines-electricity-gas-networks/network-connections/contestable-works>.

A5 Qualifications to perform the contestable services required for your connection

The installation of *micro EG units* must be done by a licensed electrical contractor who has accreditation from the Clean Energy Council to install the particular type of unit you have selected. The *contestable connection services* required to establish your *basic connection* must be performed by an ASP/2 or an *accredited metering provider*.⁵

All *accredited service providers* and their employees who work on or near the *distribution network* must also obtain *Ausgrid's authorisation*. This process ensures that they have the mandatory safety training, qualifications and competence required to perform *contestable connection services*.

The *electrical installation* work at the *premises* and any alteration to it must be done at the *connection customer's* cost by an electrical contractor licensed under the Home Building Act 1989 (NSW) to do *electrical wiring work*. Some licensed electrical contractors are also ASP/2s. If your licensed electrical contractor is an ASP/2, he or she can perform the required *contestable connection services*. Otherwise, the *connection customer* or the licensed electrical contractor must retain an ASP/2 to perform the necessary *contestable connection services*.

⁴ Section 31, Electricity Supply Act 1995 (NSW).

⁵ *Accredited metering providers* accredited by AEMO may also install meters but in general, the meters used at *premises* to which this offer applies are meters issued by Ausgrid and installed by an ASP/2.

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

A6 Embedded generation and new connections or standard connection applications

If a *new connection* is required for the *premises* or the *distribution network* needs to be *augmented* before your *micro EG connection* can be made, a further separate *connection application* must be made using either NECF – 02 or NECF – 03 (whichever is applicable). *Ausgrid* will then make two separate connection offers, one relating to your proposed *premises connection* and the other for the *micro EG connection* to which *Ausgrid's Model standing offer – micro EG connections* and its **Contract for basic micro EG connections** relate.