

# Model Standing Offer Basic Connection Services – up to 100 Amps Connections Low Voltage



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 Process<sup>1</sup>

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.<sup>2</sup>

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 this *100 Amps Connections Model Standing Offer* 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 *connection* where the *capacity* of the *connection* does not exceed *100 Amps per phase*, and it is not necessary to make any change to the *distribution network* before the *connection* can be made and *electrified*. *New connections* will generally require the *connection customer* to fund the installation of *service mains* between the *premises* and the *distribution network*. *Connection alterations* may require 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*.

## Most connections will be suitable for expedition

The majority of basic *100 Amps connections* are made without any modification to the *connection details* proposed in the *connection application*. Ausgrid encourages applicants for *100 Amps connections* who use *connection application* NECF 02 and to whom an offer in the terms of this model standing offer would be acceptable, to request an *expedited connection*. This allows the *connection* to proceed without the need for Ausgrid to make, and for you to accept, a *connection offer*, provided Ausgrid agrees that the *100 Amps Connections Model Standing Offer* is appropriate for your *premises*.

## 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 it assesses that a different *capacity* from the *capacity* you have applied for is appropriate for the *premises* as they are described in the *connection application*, Ausgrid will state in its *connection offer* or *contract notification letter* the *capacity* to which it will agree. It may also require a different *connection point* and/or a different *point of common coupling* from those indicated in your *connection application*.

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 *capacity* than the maximum proposed demand stated in the *connection application*. 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*. Some *connections* may require a contribution to a *pioneer scheme* if a previous customer has funded the assets to which you are connecting. If you wish to know beforehand whether Ausgrid will modify any *connection details*, whether a *site*

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

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

*inspection fee* or a *pioneer scheme* contribution 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 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. That contract establishes the terms and conditions upon which Ausgrid will provide ongoing *connection services* once the *connection* 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 *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 – 100 Amps 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 \_\_\_\_\_ in respect of the *premises* referred to above.

*Ausgrid* has determined that the *connection service* applied for is a *basic connection service*. 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 *capacity* of the *connection* is \_\_\_\_\_ See also clauses 2.5 and 2.6 of the *connection contract*.

The ***connection point*** is \_\_\_\_\_ See also clause 2.7 of the *connection contract*.

The ***point of common coupling*** is \_\_\_\_\_ See also clause 2.8 of the *connection contract*.

This offer does not relate to *relocation works*. See clause 2.9 of the *connection contract*.

It is a pre-condition of *connection* that the customer make a contribution of \$\* \_\_\_\_\_ to the *pioneer scheme* referred to in clause 6.5 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.

**[This is optional and will be inserted if necessary]** As referred to in clause 6.2(e), we will bill you directly for the *connection charge* relating to the *ancillary service* known as the connection offer service.

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 14.2(e).

# Acceptance of Connection Offer Basic Connection Services –100 Amps Connections



Premises address:  
NMI:

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: .....

## Version 1: Contract notification letter



NMI:  
Date:

[name and address of connection applicant]

Dear Connection Applicant

### **Contract notification letter: Expedited Contract for Basic 100 Amps Connection**

Premises address:

*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 100 Amps 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*.

*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* will not issue a meter for the *connection* until the chosen *retailer* notifies *Ausgrid* that a *retail contract* has been entered into. We will then contact you or the *connection customer* (as appropriate) again to issue a job number which can be used to pick up a meter from *Ausgrid*.

*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.

**[This is optional and will be inserted if necessary]** As referred to in clause 6.2(e), we will bill you directly for the *connection charge* relating to the *ancillary service* known as the connection offer service.

It is a pre-condition of *connection* that the *connection customer* make a contribution of \$\* to the *pioneer scheme* referred to in clause 6.5 of the *connection contract*. This sum must be paid before the *connection* is *electrified*.

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)

## Version 2 – Contract notification letter



NMI:  
Date:

[name and address of connection applicant]

Dear Connection Applicant

### **Contract notification letter: Expedited Contract for Basic 100 Amps Connection**

Premises address:

*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 100 Amps Connections**. You elected for an *expedited connection* in your *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*.

Due to reasons relating to *Ausgrid's* obligation to maintain the safety, security and reliability of the *distribution system*, *Ausgrid* was unable to accept your *connection application* without modification. The *connection details* are as specified in your *connection application*, modified as follows:

The maximum *capacity* of the *connection* is                      *Amps*. See also clauses 2.5 and 2.6 of the *connection contract*.

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

The *point of common coupling* is    See also clause 2.8 of the *connection contract*.

This offer does not relate to *relocation works*. See clause 2.9 of the *connection contract*.

*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.

**[This is optional and will be inserted if necessary]** As referred to in clause 6.2(e), we will bill you directly for the *connection charge* relating to the *ancillary service* known as the connection offer service.

It is a pre-condition of *connection* that the *connection customer* make a contribution of \$\* to the *pioneer scheme* referred to in clause 6.5 of the *connection contract*. This sum must be paid before the *connection* is *electrified*.

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*.

*Ausgrid* and the *connection customer* are the parties to the contract. If you have applied for the *connection* on behalf of another person who requires the *connection*, 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* will not issue a meter for the *connection* until the chosen *retailer* notifies *Ausgrid* that a contract has been entered into. We will then contact you or the *connection customer* (as appropriate) again to issue a job number, which can be used to pick up a meter from *Ausgrid*.

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

Yours faithfully

..... (signature)  
(position)



## Contract for Basic 100 Amps Connections



## SCOPE

This is the model standing offer we use when the *connection* applied for does not exceed 100 *Amps* and it is not necessary to make any change 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	September 2013	Chief Engineer	Formatting Changes
3	June 2014	Chief Engineer	Approved by AER
4	10 December 2015	Chief Engineer	2015 AER Approved MSO
5	1 December 2016	Manager - Network Risk and Planning	Updates to reflect Ausgrid lease transaction
6	14 December 2016	Manager/ Network Risk and Planning	Minor typographical corrections
7	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 *100 Amps Connections Model Standing Offer* 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 that the *100 Amps Connections Model Standing Offer* is acceptable.

## Operative provisions:

# 1 Ausgrid's Connection Offer and Connection Contract

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## 1.1 Defined terms

The words in italics are defined in the Dictionary at clause 16.

## 1.2 What constitutes the connection contract?

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

- (a) The *Connection Offer Summary*;
- (b) clauses 1 to 16 inclusive of this document;
- (c) the 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 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*.

## 1.4 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.

## 1.5 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. 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* is established. It applies when the *retail customer* begins to take supply of electricity.

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

This contract is concerned with establishing a *new connection* or altering an existing *connection* between the *distribution system* and the *electrical installation* at the *premises* identified in your *connection application*.

A *connection* is a physical link that allows electricity to pass from the power lines that we operate to the *premises* at a *connection point*, which is the point at which the *distribution system* ends and the *electrical installation* begins.

The *premises connection assets* required for basic 100 *Amps connections* such as yours are a meter and the *service mains* between the *distribution network* and the *premises*, except for any meter not provided by *Ausgrid*.

## 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 sub-leased to, and maintained by, *Ausgrid*.

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

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

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

## 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 or type 6 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 regulated 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>.

## 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 *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 14.2.

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 *connection* there is any change to the *connection* proposed in the *connection application*, a new *connection application* must be made.

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

Unless clause 2.6 applies, the maximum *capacity* of the *connection* is 100 *Amps* per phase, 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*.

This clause 2.5 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

## 2.6 Maximum capacity of connection for multi-occupant premises

A common service connection is a *connection* to the *distribution system* through which other premises of *retail customers* located at the same location connect to the *distribution system*.



## **Common service connection**

Where the *connection* is a common service connection, the maximum *capacity* of the connection is 100 *Amps* unless the *contract notification letter* or *connection offer* specifies a different *capacity*.

The *connection customer* for the common service connection must ensure that the maximum *capacity* of the common service connection is not exceeded due to the *connection* of other *premises* to the *distribution system* through the common service connection.

When *Ausgrid* approves *connections* to the *distribution system* through the common service connection, *Ausgrid* assumes that the maximum *capacity* will not be exceeded and that the *connection customer* for the common service connection will take reasonable steps to ensure that other *retail customers* connected to the common service connection do not exceed the maximum *capacity* of the common service connection.

## **Connection through a common service connection**

Where the *connection* is not a common service connection but is connected to the *distribution system* through the common service connection, the maximum *capacity* of the *connection* is specified in the *connection application* unless the *contract notification letter* or *connection offer* specifies a different *capacity*.

The *connection applicant* acknowledges that the *connection applicant* has taken into account the maximum *capacity* of the common service connection in making its *connection application*. *Ausgrid* can provide details of the maximum *capacity* of the common service connection on request, otherwise the details can be obtained from the person responsible for the common service connection.

The maximum *capacity* of the *connection* is subject to the maximum *capacity* of the common service connection not being exceeded.

The *connection customer* for the *connection* connected to the *distribution system* through the common service connection must take reasonable steps to ensure that the maximum *capacity* of the common service connection is not exceeded.

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

## **2.8 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 2.8 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

## **2.9 Relocation of existing network assets**

This contract does not relate to *relocation works*.

Details of any proposed *relocation* of existing *distribution network* 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 *connection* and *relocation works*.

### 3 Ausgrid's basic connection services

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Unless *Ausgrid* has been retained to provide *contestable connection services* as an ASP/2 under a separate contract, *Ausgrid* is not directly involved in the work required to establish the *connection* between the *distribution system* and the *electrical installation* at the *premises*. That work is 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 *connection*.

If requested, *Ausgrid* will provide specific information about the *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; and
- (c) supplying a meter (if required) to an ASP/2 (see clause 8).

Post-*connection* services may include the following:

- (d) *ancillary services* including:
  - (1) connection offer services;
  - (2) inspecting 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
- (e) 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/or metering equipment).

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](https://www.ausgrid.com.au/~/media/Files/Connections/ConnectionCharges.pdf).

## 4 Contestable connection services

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The *contestable connection services* required to establish a new or altered *basic connection* to the *distribution system* are the installation or replacement of the *premises connection assets* needed in order to make the requested *connection*.

For *basic connections*, the necessary *premises connection assets* are a meter and *service mains*. The *connection customer* is also responsible for providing a *connection link* which is part of the customer's *electrical installation*. 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

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### 5.1 Pre and post connection services

Ausgrid delivers the *pre-connection services* referred to in clauses 3(a) to (c) 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 8.

The timing of Ausgrid's *post-connection services* referred to in clauses 3(d) and (e) will be determined by the timing of the work performed by your licensed electrical contractor and *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

You must arrange for the *connection* to be *electrified* by your *ASP/2*.

*Electrification* occurs after all the requirements under this connection offer have been addressed and all *electrical wiring work* have been completed.

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

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### 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;
- (b) a *site inspection fee* (referred to in clause 6.4 below); and
- (c) where applicable, a contribution to a *pioneer scheme* (referred to in clause 6.5 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](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 paragraphs (d) and (e);
- (b) the *site inspection fee* is billed directly to you;
- (c) contributions to a *pioneer scheme* are billed directly to you;
- (d) charges for the *ancillary service* relating to site establishment will be billed to your *retailer*; and
- (e) charges for the *ancillary service* relating to the *connection offer* (connection offer service) will be billed to your *retailer* unless the *connection offer* or *contract notification letter* specifies that you will be billed directly.

The *connection charges* referred to in paragraphs (a) to (c) which are being billed to you or the *electrical professional* on your behalf is known as a direct billing arrangement. In relation to the connection charge in paragraph (e), this will also be part of a direct billing arrangement if specified in the *connection offer* or *contract notification letter*. 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 the 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 the provision of a meter (if applicable).

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. *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>.

## 6.5 Pioneer schemes

The only *connection customers* who may be required to make a contribution to one or more *pioneer schemes* are those whose *premises* will be *connected* to a part of the *distribution network* that has been *augmented* within the last seven years and a previous customer has made a capital contribution to the cost of *augmentation*.

No contributions to any *pioneer schemes* will be payable under this contract unless:

- (a) *Ausgrid's* *connection offer* states that the *connection customer* is required to make a contribution to one or more *pioneer schemes* and the amounts of the required contributions are specified; or
- (b) where the *connection applicant* has requested an *expedited connection*, *Ausgrid* states in the *contract notification letter* that the *connection customer* is required to make a contribution to one or more *pioneer schemes* and the amounts of the required contributions are specified.

You may ascertain whether the *connection customer* will be required to make a contribution to one or more *pioneer schemes* by making a preliminary enquiry to *Ausgrid* before making the *connection application*. A fee applies in relation to making a preliminary enquiry. Details of the current fees are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

Where this clause applies, payment of the amounts stated in the *connection offer* or *contract notification letter* is a pre-condition to *electrification* of the *premises connection assets*.

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*.

An account of *Ausgrid's* *pioneer schemes* can be found in Appendix A and the formula for calculating *subsequent customers'* contributions is set out in *Ausgrid's* *connection policy* on *Ausgrid's* website at

## 7 The premises connection assets

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### 7.1 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*.

### 7.2 Cross-property service mains

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 lodgment 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 the 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*.

### 7.3 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 *consumers 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 is a pre-condition to *electrification* of the *electrical installation*.

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

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

### 7.4 Acquisition of premises connection assets on connection

Subject to clause 7.2 or 7.3 (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*.

## 8 Metering

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### 8.1 Metering must be installed at the premises

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

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

### 8.3 Ausgrid will provide certain meters

If the metering installation is a type 5 or type 6 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 or type 6 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 or type 6 configurations depending on the *premises* and the requirements of the *connection customer*.

Ausgrid does not offer to provide meters other than those relating to types 5 and 6 metering installations 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*.

### 8.4 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*.

### 8.5 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.

Clause 10 of this contract also applies.

### 8.6 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.

### 8.7 Embedded generating units and *micro EG units*

If there is a *micro EG unit* or an *embedded generating unit* on the *premises* or if the *connection customer* has applied for one, the metering provisions of the separate *connection contract* relating to that unit or units prevail over the provisions of this contract in the event of a conflict.

### 8.8 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.



## 9 Safety and technical requirements

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### 9.1 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 *electrical installation* complies with the technical and safety requirements stipulated in this clause 9.

### 9.2 Electrical Safety Rules

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

### 9.3 Compliance with rules and standards

You must ensure that your *electrical professional* ensures that 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 and Electrical Standards;
- (e) any reasonable requirement imposed by *Ausgrid* before or after the *connection* is *electrified* if *Ausgrid* becomes aware of any defect or other matter or thing that in its reasonable opinion may:
  - (i) cause the *electrical installation* to be unsafe;
  - (ii) cause 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).

### 9.4 Fitness for safe operation

You must ensure that your *electrical professional* ensures that the *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) no 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 9.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

### 9.5 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*.

## 10 Retail contract must be in place prior to electrification

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- 10.1** If the *connection* to the *premises* is new, the *connection customer* will need to enter into a *retail contract* with a *retailer* for the sale of electricity to the *premises* before your *ASP/2* electrifies the *connection*.

You must take reasonable steps to ensure that your *ASP/2* does not *electrify* the *connection* until a *retail contract* is in place.

**10.2 Precondition to supply of meter by Ausgrid**

Where *Ausgrid* supplies a meter or meters, it will make them available to the *ASP/2* only after it has received satisfactory evidence that a *retail contract* is in place for supply of electricity to the *premises*.

**10.3 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*.

## 11 Ausgrid access to premises

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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 the *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 an *Ausgrid* authorised officer 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 <https://www.ausgrid.com.au/~/-/media/Files/Connections/ConnectionCharges.pdf>.

## 12 Dispute resolution

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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*,



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

### 14.3 Amendment

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

### 14.4 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.

## 15 Interpretation and governing law

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### 15.1 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.

### 15.2 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.

# 16 Dictionary

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## 16.1 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 16.2.
- (b) For ease of reference, *Ausgrid* offers the definitions set out in clause 16.2. 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 16.1(a).

## 16.2 Definitions

Subject to clause 16.1, the following words have the following meanings:

**100 Amps Connections Model Standing Offer** means this Model Standing Offer for Basic Connection Services – up to 100 Amps Connections Low Voltage.

**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 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 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 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 2.7.

**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](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(f).

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

**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*.

**extension** is an augmentation that requires the provision of a power line (including a service main) outside the present boundaries of the *distribution network* operated and maintained by *Ausgrid*

**force majeure event** is defined in clause 8.8.

**force majeure notice** is the notice referred to in clause 8.8.

**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 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*.

**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 *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.

**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*.

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

**original customer** means a *connection customer* who has made a capital contribution to *augmentation* works and who is (or whose successors in title are) eligible for reimbursement under a *pioneer scheme*.

**original customer's premises connection assets** means the *premises connection assets* to the cost of which the *original customer* made a capital contribution.

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

**pioneer scheme** means the scheme referred to in clause 6.5.

**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 2.8.

**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*.

**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 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.

**rural area** means an area that is either zoned rural under a local environmental plan under the Environmental Planning and Assessment Act 1979 (NSW).

**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 6.4.

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

**subsequent customer** means a connecting customer who is required to contribute to a *pioneer scheme* in accordance with *Ausgrid's connection policy* and clause 6.5.

# Appendix A - Explanation of the model standing offer, offer and contract - Basic connection services for 100 Amps Connection

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This Appendix provides information designed to assist prospective *connection customers* to understand *Ausgrid's* model standing offer to provide *basic connection services* for a *new connection* or *connection alteration of premises*.

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.

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.

A brief explanation of the regulatory framework underlying *connection offers* is also included. 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 *100 Amps Connections Model Standing Offer* 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 assets that an *ASP/2* is qualified to install.

## A2 Basic connection services

The *100 Amps Connections Model Standing Offer* contains the terms on which *Ausgrid* will perform its *basic connection services*. These are the services *Ausgrid* provides to make it possible for *premises* requiring a *connection capacity* of no more than 100 Amps to be *connected* to the *distribution network*, once 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*.<sup>3</sup> *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 new *premises*, this involves installing

<sup>3</sup> Rules, Chapter 6, Part DA.

additional assets, which are referred to in the *rules* as *premises connection assets* and in the case of your *connection* are referred to as *premises connection assets*.

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 Act<sup>4</sup> 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 *contestable connection services* required to establish your *basic connection* must be performed by an *ASP/2* or an *accredited metering provider*.<sup>5</sup>

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 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*.

<sup>4</sup> Section 31, Electricity Supply Act 1995 (NSW).

<sup>5</sup> *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 NSW Department of Industry, Resources and Energy website referred to above.

## **A6 Embedded generation**

*Ausgrid* also has model standing offers to provide *connection* services to *connection customers* who apply to connect one or more *micro EG units* or *embedded generating units* to their *electrical installations*. If you have applied for a *micro EG connection* or an *embedded generator connection* as well as for a *new connection*, you will receive a second, separate *connection offer* from *Ausgrid* relating to your proposed *micro EG connection* or *embedded generator connection*.

## **A7 Pioneer Schemes**

In accordance with the *AER Connection Charge Guidelines* that underlies its *connection policy*, *Ausgrid* establishes and administers *pioneer schemes* for *customers* who have made capital contributions to the cost of *distribution network extensions*. Those customers are referred to as *original customers* for the purposes of the *pioneer scheme*.

The scheme applies to reimburse the *original customer* to the extent that further *connection customers* who *connect* their *premises* to the *distribution network* within 7 years of the original *connection* are obliged to contribute to the scheme. The *original customer* (or its successors in title) is progressively reimbursed as further *connection customers* join, until the total reimbursements paid into and out of the scheme equal the amount of the original capital contribution adjusted for inflation.

If the *premises* you have applied to *connect* will be *connected* to a power line erected or *augmented* in the *distribution network* that is operated and maintained by *Ausgrid* during the last 7 years and a *pioneer scheme* or schemes apply to that power line, the *connection customer* will be obliged to contribute to the scheme by paying *Ausgrid* the amount stated in the *connection offer* or *notification letter*. Payment of the contribution is a pre-condition to *electrification* of the *premises connection assets*.

Separate *pioneer schemes* are established and administered for different categories of the *original customer's premises connection assets*. For example, if the *premises connection assets* funded by the *original customers* included a distribution line and a substation, then one *pioneer scheme* is established for the distribution line and a separate *pioneer scheme* is established for the substation.

The cost of establishing and administering *pioneer schemes* is borne by *Ausgrid*.

The formula by which *Ausgrid* establishes the contribution a *connection customer* is required to make to a *pioneer scheme* is set out in *Ausgrid's connection policy* on *Ausgrid's* website at [http://www.ausgrid.com.au/~media/Files/Connections/Connection\\_Policy\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf) If you wish to apply for an *expedited connection* and you have reason to believe you may be required to contribute to a *pioneer scheme*, *Ausgrid* recommends that you make a preliminary enquiry before lodging the *connection application*. Details of *Ausgrid's* preliminary enquiry procedures may be found on our website. A fee applies in relation to making a preliminary enquiry.