



## Model Standing Offer

### Standard Connection Services for Contestable ASP/1 Premises Connections no greater than 11kV

This model standing offer is composed of one of the following groups of documents:

***Either***

1(a) A covering letter to which the *connection application* is attached with the following enclosures:

- a blank Acceptance of Offer form;
- the *connection offer*, including the *connection offer summary*;
- the *schedule to the certified design*; and
- the *contract terms*.

***or (for expedited connections)***

(b) A covering letter confirming that a contract for *expedited connection* is in place, with the following attachments:

- the *contract terms*;
- the *connection application*; and
- the *schedule to the certified design*.

# 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>

*Ausgrid's connection offer* is an offer to enter into a *connection contract*. Each of its model standing offers relates to a particular category of *connection services* and contains 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*. This contract is between *Ausgrid* and the *connection customer* and it comes into effect when *Ausgrid's connection offer* is accepted or, if the *connection* is *expedited*, on the date *Ausgrid* either receives a completed *connection application*, or (as explained in the next paragraphs) a *certified design* for the necessary *premises connection assets* and *Ausgrid* has issued a *certified design* number.

## Connections to which this model standing offer applies

This is the model standing offer we use when the *standard connection services* you have applied for meet the following criteria:

- in order to establish the *new connection* or *connection alteration*, some or all of the following *distribution system* assets are required:
  - *premises connection assets*
  - *extensions*
  - assets which increase the capacity of the *distribution network*
- you have entered into a separate *design contract* with *Ausgrid* in relation to the design of the *distribution system* assets required in order for you to *connect* and you have engaged an *accredited service provider* to prepare the design; and
- the *energy laws* provide that you are obliged to make a capital contribution to the cost of some or all of the *distribution system* assets required for your *connection* in accordance 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).

In circumstances where this model standing offer applies, *Ausgrid* offers to provide all *connection services* required for you to *connect* under two separate offers:

1. this *connection offer*; and
2. the offer to provide design services which when accepted by you, formed the *design contract*.

Because it is not feasible for a *connection contract* to commence until the *connection details* are known, your *connection application* in relation to this *connection offer* is considered incomplete until the *connection* is the subject of a *certified design*. This means that if you have applied for an *expedited connection*, the contract commences from the date of the *certified design*, or in the case of all other *connection applications* within 10 *business days* of the *certification date* (being the date the *connection offer* is made).

## Interests in land for network assets on the premises

The *Network Owner* owns the *distribution network* assets on the *premises* (and leases them to the *Network Lessee*). *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.

<sup>1</sup> All words in italics are defined in the Dictionary at clause 26.2 of the *connection contract* that forms part of this offer.

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

Therefore, where the contract refers to the *Network Owner*, the reference relates to the ownership of the *distribution system* assets or the *distribution network* assets.

If the *Network Owner* does not hold a registered lease or easement for any of its existing assets on the *premises*, or if *Ausgrid*, acting reasonably, requires additional easements or an extension to the term of an existing lease, the grant to the *Network Owner* and registration of appropriate *interests in land* for existing and new *distribution network* assets will be a condition of *connection*.<sup>3</sup>

### **Ausgrid may modify connection details proposed in the connection application**

*Ausgrid* may require some modifications to the *connection details* you have requested in order to manage the safe, secure and reliable operation of its *distribution system*. For example, if it assesses that a different *connection point* or *point of common coupling* from those specified in the *connection application* is more appropriate, *Ausgrid* will state in the *connection offer* or *contract notification letter* the *connection point* or *point of common coupling* it will agree to.

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. Details of fees are available on *Ausgrid's* website at [http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf).

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 inspection fee or a pioneer 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. 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.

*Ausgrid* determines the maximum *capacity* of the *connection* and may revise the approved *capacity* downwards after five years, or at any earlier time if you agree, if the maximum has not been achieved and *Ausgrid* requires the unused *capacity* to relieve a *network constraint*. By entering into this *connection contract*, you agree that *Ausgrid* may reduce the maximum *capacity* in the future. If you disagree with this approach, you can choose not to accept the *connection offer* and elect to negotiate a negotiated connection contract with *Ausgrid*.

### **Retail contract**

If the *premises* have been disconnected from the *distribution system* for the purpose of development or redevelopment, a retail contract must be in place before *Ausgrid* will issue a meter (if required) or permit a *connection* to be made and *electrified*.

### **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 applicant 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* (also referred to as 'you' in this document) and *Ausgrid* are the parties to the contract.

### **Connection Charges**

<sup>3</sup> See section 28 of the Electricity Supply Act 1995 (NSW).

As specified in clause 20 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.

### **Explanatory material**

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*. The assets are operated and maintained by *Ausgrid* under a sub-lease arrangement with the *Network Lessee*. Appendix A also provides a brief explanation of these arrangements.



Project Number []

Date:

To []  
ABN []  
[Address]

Dear Connection Applicant

**Offer to provide standard connection services  
for contestable ASP/1 premises connections  
no greater than 11kV**

*Ausgrid* is pleased to make you an offer to provide *standard connection services* in respect of the *premises* referred to in the attached *connection application*.

Our *connection offer* is enclosed. It will remain open for acceptance for 45 *business days* from the date of this letter.

*Ausgrid* will provide the *standard* connection services for this connection in accordance with its standard form connection contract known as **Contract for Connection Services for Contestable ASP/1 Connections**.

The *contract terms* of that contract and the *schedule to the certified design* are enclosed with and form part of the *connection offer*. If you accept *Ausgrid's* offer, then on the date *Ausgrid* receives your Acceptance of Offer form and verifies that it is accurate, the **Contract for Connection Services for Contestable ASP/1 Connections** will commence. If you have applied for the *connection* on behalf of the *retail customer* or *real estate developer* who requires the *connection*, you will be accepting the offer as that person's agent. The contract will be between *Ausgrid* and the *retail customer* or *real estate developer*.

The **Contract for Connection Services for Contestable ASP/1 Connections** relates to the services *Ausgrid* performs in relation to the construction and installation of assets by an *accredited service provider* Level 1 (*ASP/1*). Details of the contractual relations between *Ausgrid*, the person who requires the *connection* and the *ASP/1* are set out in our *contract terms*.

*Ausgrid* has appointed a Project Officer to co-ordinate the services *Ausgrid* will provide under the contract if you accept the *connection offer*. If you have any queries about the *connection contract* or the project to *connect* the *premises* to our network, please contact our Project Officer:

Name

Phone number

Email address

Postal Address

How to accept the *connection offer*

- ❖ *Ausgrid's connection offer* is made on the date shown at the head of this document (“today’s date”).
- ❖ If you wish to accept the offer, you must sign the attached Acceptance of Offer form and return it to *Ausgrid* at the address shown on the Acceptance Form within 45 *business days* of today’s date.

----- (signature)

-----  
Name of *Ausgrid* signatory

-----  
Position

Attachment – Connection application

Enclosures – Connection offer, schedule to the certified design, contract terms and Acceptance of Offer form

Attachment – Fee Schedule: “Standard Connection Offer Ancillary Service Fees Connection Charges”

# OFFER to provide standard connection services for ASP/1 contestable premises connections no greater than 11kV



**Ausgrid project number:**

**Ausgrid Certified Design Number:**

## Connection offer

This *connection offer* is made in response to the *connection application* you have submitted for a *new connection* to the electricity *distribution system* operated by *Ausgrid* or a *connection alteration* to an existing *connection*. The *connection services* we offer are **standard connection services**.

*Ausgrid* offers to *connect* the *premises* in accordance with the provisions of the enclosed *schedule to the certified design*, *contract terms* and the *certified design*, which is the design certified by *Ausgrid* and given the *certified design* number. The *schedule to the certified design* also contains an estimate of *Ausgrid's connection charges* which are likely to arise in relation to the construction of the *distribution system* assets required in order for you to *connect*.

*Ausgrid* determines the maximum *capacity* of the *connection* and may revise the approved *capacity* downwards after five years if the maximum has not been achieved in order to relieve a *network constraint*. If you disagree with this approach, you can choose not to accept the *connection offer* and elect to negotiate a negotiated connection contract with *Ausgrid*.

In accordance with clause 20, *Ausgrid* 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. Consistent with its *connection policy*, *Ausgrid* requires upfront payment of a portion of its *alternative control services* by you prior to *Ausgrid* undertaking any further *connection services*. We will invoice you for these fees as soon as possible and we require payment in accordance with the payment terms of the invoice. *Ausgrid's* payment terms are twelve (12) business days from date of invoice.

The respective rights and obligations of *Ausgrid* and persons who require a *connection* are regulated by the National Energy Retail Law and Chapter 5A of the National Electricity Rules, both as adopted in New South Wales. This offer is made in accordance with these laws.

**If you intend to proceed with the project to which the *certified design* relates, you must formally accept this *connection offer* by signing and returning the attached Acceptance of Offer form unless you elect to negotiate a different connection offer.**

This *connection offer* will expire if not completed after twelve months and a new *connection application* will need to be submitted, see clause 21.1(a).

**ACCEPTANCE of OFFER**



Project Number []

To: AUSGRID

Date of Acceptance: []

The *connection applicant* accepts *Ausgrid's connection offer* in respect of the *Ausgrid Project Number* referred to above.

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*) and including in relation to the billing and payment of *connection charges*.

Where this *connection application* is being 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.

Signed by the Connection Applicant

----- (signature)

----- (print name of signatory)

----- (print position of signatory)





Project Number   
Certified Design Number

Date:

To

ABN

Dear Connection Applicant

## Expedited Contract for ASP/1 Connections

Ausgrid is pleased to inform you that it has approved your application for *standard connection services* in respect of the *premises* referred to in the **attached connection application**. The services that Ausgrid will provide are *standard connection services*.

Ausgrid provides the *standard connection services* in accordance with Ausgrid's standard form connection contract known as **Contract for Connection Services for Contestable ASP/1 Connections**. You have applied for an *expedited connection* in your *connection application* and you consider that Ausgrid's **model standing offer to provide standard connection services for ASP/1 contestable connections** is acceptable. At the time you submitted your *connection application*, the *application* was incomplete as you did not have a *certified design* in relation to the *connection*. Ausgrid has now certified the design and is prepared to regard the *certification date* as the date the **Contract for Connection Services for Contestable ASP/1 Connections** commenced.

Ausgrid and the relevant *retail customer* at the *premises* or the *real estate developer* who is developing the *premises* are the parties to the contract.

The **Contract for Connection Services for Contestable ASP/1 Connections** relates to the *connection services* Ausgrid performs during the construction or installation of any electricity works that must be provided before the *premises* can be *connected* to the *distribution network*. Those electricity works are identified in the *certified design* and they will become part of Ausgrid's *distribution system* when they are *electrified*. The work of constructing or installing the assets shown in the *certified design* will be done by an *accredited service provider* Level 1 (ASP/1). Further details of the contractual relations between Ausgrid, the person who requires the *connection*, the ASP/1 and you as *connection applicant* are set out in the *contract terms*.

In accordance with clause 20, Ausgrid will either bill you, your *retailer* or your *electrical professional* on your behalf for *connection charges*. Other than the charges billed to your *retailer*, you are responsible for ensuring those *connection charges* are paid. Consistent with its *connection policy*, Ausgrid requires upfront payment of a portion of its fees for *alternative control services* by you prior to Ausgrid undertaking any further *connection services*. We will invoice you for these fees as soon as possible and we require payment in accordance with the payment terms of the invoice.

The *contract terms* require the *retail customer* or *real estate developer* to comply with the requirements set out in the *schedule to the certified design*, which is attached to the *certified design* and is an *appendix* to this contract. The schedule contains an estimate of Ausgrid's *connection charges* which

are likely to arise in relation to the construction of the *distribution system* assets required in order for you to *connect*.

*Ausgrid* has approved the maximum *capacity* of the *connection* as set out in the *schedule to the certified design*. *Ausgrid* may revise the maximum *capacity* downwards after five years, or at any earlier time if you agree, if the maximum has not been achieved in order to relieve a *network constraint* (see clause 3).

By applying for an *expedited connection* on the terms of the model standing offer that relates to the **Contract for Connection Services for Contestable ASP/1 Connections**, you have bound the *retail customer* or *real estate developer* to comply with those requirements if they proceed with the project to which the *certified design* relates. If the *retail customer* or *real estate developer* is not willing to make a *connection* on the terms set out in the *schedule to the certified design*, they may terminate this contract and negotiate a *connection offer* in accordance with **Ausgrid's Connection Negotiation Process**, which can be seen on our website. If this is the case, you or the *retail customer* or *real estate developer* should contact the Project Officer referred to in the next paragraph.

*Ausgrid* has appointed a Project Officer to facilitate the services *Ausgrid* is to provide under the contract. If you have any queries about the *connection contract* or the project to *connect* the *premises* to our network, please contact our Project Officer:

Name

Telephone

Email address

Postal Address

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

Yours faithfully

----- (signature)

Name of *Ausgrid* signatory -----

Position -----

# Contract for Connection Services for Contestable ASP/1 Connections



## SCOPE

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

## WARNING

It is the responsibility of the user of this document to ensure that only the current version is being used. Ausgrid may amend this document at any time 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	Initial Issue
2	June 2014	Chief Engineer	Approved by AER
3	June 2016	Chief Engineer	To include new auxiliary services provided under Connection Policy – Connection Charges 2015
4	1 December 2016	Manager - Network Risk and Planning	Updates to reflect Ausgrid lease transaction
5	14 December 2016	Manager/ Network Risk and Planning	Minor typographical corrections
6	14 May 2018	Head of Asset Investment	AER approved update incorporating Power of Choice legislation.
7	21 June 2024	Head of Network Strategy and Future Grid	AER approved amendment to reflect new connection policy commencing 1 July 2024

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All correspondence should be directed to:  
Head of Network Strategy and Future Grid  
Ausgrid  
GPO Box 4009  
SYDNEY NSW 2001

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## Contract Terms

This connection contract is made the                      day of                      20

between

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

And

The *connection customer* identified in section 3 of the *connection application* that is annexed to this contract as Appendix D and also referred to in this contract as 'you'.

## Background

- A The *connection customer* has entered into a separate *design contract* with *Ausgrid* and has obtained, or will obtain, a *certified design* in respect of the *premises* identified in Part A, Section 1 of the *connection application*. The *connection customer* has also submitted the *connection application*.
- B In response to the *connection application*, *Ausgrid* has offered to provide *connection services* on the terms and conditions of this contract.
- C The *connection customer* has accepted *Ausgrid's connection offer*, either by sending a formal acceptance or in relation to *expedited connections*, by indicating in its *connection application* that it is prepared to enter into a contract on the terms and conditions of this contract.
- D Some or all the *distribution system* assets to be installed prior to *connection* of the *premises* to the *distribution system* will be provided as *contestable connection services* by one or more *accredited service providers* under a contract to which *Ausgrid* is not a party.

## Operative provisions:

# 1 General Terms and Conditions

---

## 1.1 Contract documents

This contract consists of:

- (a) clauses 1 – 25 of these *contract terms*;
- (b) the *connection offer summary*;
- (c) all *appendices* to these *contract terms*;
- (d) the *connection application*, which is Appendix D;
- (e) in relation to *expedited connections*, the *contract notification letter*;
- (f) in relation to *connection applications* which are not for *expedited connections*, the *connection offer* and acceptance;
- (g) the *schedule to the certified design*, which is Appendix C; and
- (h) the *certified design*.



## 1.2 Defined terms

The words in italics are defined in the Dictionary at clause 26.2.

## 1.3 The connection applicant and the connection customer

- (a) The *retail customer* or *real estate developer* is referred to in this contract as the *connection customer* or 'you'.
- (b) If the *connection applicant* is not the *retail customer* or *real estate developer* identified in section 3 of the *connection application* and the *connection applicant* accepts this contract and/or performs the *connection customer's* obligations under the contract, it does so as the *connection customer's* agent.

## 1.4 Ausgrid's Deemed Standard Connection Contract

- (a) On the date *Ausgrid's connection offer* is accepted or on the *certification date* in the case of *expedited connections*, *Ausgrid's Deemed Standard Connection Contract* is also formed.<sup>4</sup> Its provisions take effect automatically when the *premises* are *connected* and a *connection customer* begins to take supply of electricity.
- (b) *Ausgrid's Deemed Standard Connection Contract* governs the customer connection services *Ausgrid* will provide to a *retail customer* at the *premises* after the *connection* is established.
- (c) Some of the terms and conditions of this contract are continuing obligations, which means that the *connection customer* 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*. *Ausgrid's Deemed Standard Connection Contract* is available on our website.

## 1.5 Site specific conditions

A site specific condition is a condition of *connection* to the *premises* or a requirement imposed in relation to *connection* at the *premises* because it is peculiar to those *premises*. In accordance with the *energy laws*, *Ausgrid* is entitled to impose those conditions on future customers of the same *premises*. *Ausgrid* has identified those conditions in this contract.

# 2 Key contractual obligations

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## 2.1 Ausgrid's connection services

- (a) Unless *Ausgrid* has been retained to provide *contestable connection services* as an *accredited service provider* under a separate contract or is otherwise required to construct the *Ausgrid-funded assets*, *Ausgrid* is not directly involved in the work required to establish the *connection* between the *premises* and the *distribution system*. This work is provided by *accredited service providers* as explained in Appendix A.
- (b) Paragraph (d) below sets out the *standard connection services* that *Ausgrid* may provide in relation to a *connection* to which the *connection offer* applies. Each *connection* is different and *Ausgrid* may not provide all the services set out below. Until *Ausgrid* assesses the *connection application* and the *certified design*, *Ausgrid* cannot confirm the specific scope of *connection services*.
- (c) However, *Ausgrid* provides all *connection services* referred to in paragraph (d) which are necessary to establish the specific *connection*. If requested, *Ausgrid* will provide specific

<sup>4</sup> A copy of *Ausgrid's Deemed Standard Connection Contract* is available on *Ausgrid's* website. It embodies the model terms and conditions for connection contracts set out in Schedule 2 of the National Energy Retail Rules. Substantially the same contract (with local variants) is adopted by all electricity distributors in accordance with sections 70 and 76, National Electricity Retail Law and rule 81 of the National Energy Retail Rules.

information about the *connection* and the *standard connection services* to the *connection customer*.

- (d) *Ausgrid's standard connection services* include:
- (1) conducting a site inspection to assess which model standing offer is applicable to the *connection*;
  - (2) *alternative control services* which may include *ancillary services* such as:
    - (i) site establishment;
    - (ii) connection offer services;
    - (iii) notices of arrangement;
    - (iv) administration services for work performed by *accredited service providers*;
    - (v) providing clearance to work;
    - (vi) providing access (standby person);
    - (vii) providing customer interface coordination for contestable works;
    - (viii) facilitating the connection/relocation process;
    - (ix) undertaking planning studies and analysis relating to distribution;
    - (x) providing services involved in obtaining deeds of agreement regarding property rights;
  
    - (xi) design related services;
    - (xii) *accredited service provider* inspection services and re-inspection services;
    - (xiii) re-inspection of installation work – customer assets;
    - (xiv) substation commissioning;
    - (xv) providing access permits;
    - (xvi) services for temporary connections;
  - (3) supplying a meter to an *ASP/2* or *accredited metering provider* for installation; and
  - (4) installing a *CT meter*.
- (e) *Ausgrid* provides the *connection services* under this contract within timeframes that allow it to meet its obligations in relation to the table of critical dates. The timeframes for commencing and completing work are set out in Appendix B to this *connection contract*.

## 2.2 Connection customer's warranties

- (a) You warrant that:
- (1) you are aware of the terms and conditions of this contract; and
  - (2) where applicable, you have authorised the *connection applicant* to make the *connection application* on your behalf.
- (b) You also warrant that:
- (1) all details in the *connection application* are correct;
  - (2) the *connection* will be made entirely in accordance with this contract (including the *certified design*); and
  - (3) the *connection applicant* accepted the *connection offer* or requested an *expedited connection* with your knowledge and consent.
- (c) You acknowledge that if you breach any of the warranties in this clause 2.2, *Ausgrid* may terminate the contract.

## 2.3 The importance of early consultation with Ausgrid

You acknowledge that the *Ausgrid-funded assets* may take considerable time to design and construct and that if you did not take this into account before the *connection application* was made and if you do not allow for it in your development schedule, it may be impossible for *Ausgrid* to provide the relevant *standard connection services* in relation to the *Ausgrid-funded assets* by the date you wish to *connect* the *premises*.

## 2.4 Your obligation to select and install appropriate equipment

You acknowledge and agree:

- (a) that if you or your *electrical professionals* install equipment that, after *connection*, causes interference to the electricity equipment operated by Ausgrid or to electricity sold to any *retail customer* at any premises, *Ausgrid* may disconnect the *premises* and require the equipment causing the interference to be rectified at your cost;<sup>5</sup>
- (b) to take reasonable steps to ensure that your *electrical professionals* select and install equipment that will not or will not be likely to cause such interference;
- (c) that if *Ausgrid* informs you before or after *connection* that in its reasonable opinion any equipment installed at the *premises* will cause or is likely to cause such interference, you will take such steps as are reasonably necessary to ensure that no such interference occurs; and
- (d) that *Ausgrid* may disconnect the *premises* if after the *connection* is *electrified* you do not comply with *Ausgrid's* reasonable requirements under this clause.
- (e) 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 The role of ASPs under this contract

- (a) You acknowledge and agree that where a provision of this contract refers to a requirement that will be discharged by *your ASP/1* and/or your *ASP/3* on your behalf, you are obliged to ensure that they comply with the requirement.
- (b) You acknowledge that:
  - (1) *your ASP/1* is party to an *authorisation agreement* with *Ausgrid*, which obliges the *ASP/1* to comply with *Ausgrid's* requirements in regard to the construction and installation of works relating to *contestable connection services*;
  - (2) if you have engaged *your ASP/1* to act as your agent for the performance of this contract as well as to perform the *contestable connection services* referred to in subparagraph (b)(1), the *ASP/1* may have a conflict of interest in acting for itself under the *authorisation agreement* and for you under this contract; and
  - (3) if you do retain *your ASP/1* to act as your agent for the purposes of this contract, the acts of the *ASP/1* will be your acts and any breach by the *ASP/1* of your obligations under this contract may lead to *Ausgrid* terminating the contract or withholding *connection services* in accordance with rule 5A.F.6 of the *rules* and as a result, the date for *connection* may not be met.

# 3 Ausgrid determines the capacity of the connection

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## 3.1 Connection capacity when the connection is established

- (a) *Ausgrid* takes into consideration the *capacity* applied for in the *connection application* but it is not obliged to agree to the *capacity* applied for.

<sup>5</sup> See clause 7 of *Ausgrid's* Deemed Standard Connection Contract.

- (b) *Ausgrid*, acting reasonably, has determined the *capacity* that will ensure a safe and reliable supply of electricity to the *premises* as you have described them in the *connection application*.
- (c) The maximum *capacity* of the *connection* and the maximum current that may be drawn from the *distribution system* are stipulated in Item 3 of the *schedule to the certified design*.
- (d) This clause 3.1 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract and also a *site specific condition*.

### 3.2 Review of load and reduction of maximum capacity

- (a) At any time on or after the fifth anniversary of the *connection date*, or at an earlier time with the agreement of the *retail customer*, *Ausgrid* may review the maximum demand at the *premises*.
- (b) If:
  - (1) the maximum demand over the two years preceding the review is less than the maximum *capacity* specified in Item 3 of the *schedule to the certified design*; and
  - (2) *Ausgrid* requires the unused *capacity* to relieve a *network constraint*,

*Ausgrid* must consult with the *retail customer* about the proposed reduction and consider any submission they make. If *Ausgrid* determines a reduction is appropriate it may reduce the maximum *capacity* to equal the maximum demand in accordance with the notice requirements in clause 3.3.
- (c) If you disagree with *Ausgrid's* reduction in maximum *capacity*, you may raise a dispute in accordance with clause 22.
- (d) This clause 3.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract and also a *site specific condition*.

### 3.3 Notice of reduction of maximum capacity

- (a) If *Ausgrid* reduces the maximum *capacity* of the *connection* at the *premises*, it must send written notice of the revised maximum *capacity* to *connection customer*.
- (b) If the *connection customer* does not agree with the proposed change to *capacity*, the customer may terminate this contract (if applicable) or submit a *connection application* to *Ausgrid* for a *connection alteration* referred to in clause 3.4.
- (c) This clause 3.3 is a *site specific condition* and an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

### 3.4 Application for connection alteration

An application for a *connection alteration* must be made if, before or after *connection*, the *connection customer* at the *premises* requires additional *capacity* or wishes to make any changes to the *connection* arrangements established under this contract.

## 4 Agreement to grant leases or easements

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### 4.1 Interests in land

The *connection customer* grants or, if it is not the registered proprietor of the *land* comprising the *premises*, must arrange for the registered proprietor of the *land* to grant, the *Network Owner* the *interests in land* stipulated in the *schedule to the certified design*.

## 4.2 Renewal of interests in land

- (a) Where *interests in land* have been provided in accordance with clause 4.1 but expire, the *connection customer* must renew or, if it is not the registered proprietor of the *land* comprising the *premises*, arrange for the registered proprietor of the land to renew those *interests in land*.
- (b) If those *interests in land* cannot be renewed, new *interests in land* must be granted to the *Network Owner* by the registered proprietor of the *land* and where the *connection customer* is not the registered proprietor, it must arrange for the registered proprietor to grant the relevant new *interests in land* to the *Network Owner*.
- (c) Until those *interests in land* are renewed or new *interests in land* are granted, the *connection customer* must grant the *Network Owner* all the rights it had under the expired *interests in land*.
- (d) This clause 4.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

## 4.3 Registration of interests in land where conduits are installed prior to commencement of ASP/1 work

Subject to *Ausgrid's* agreement and provided that clause 12 is strictly observed and *your ASP/1* is satisfied that the relevant non-electrical works have been properly installed, you may choose to register or to lodge for registration at *LPI*, *interests in land* in favour of the *Network Owner* for underground assets required by *Ausgrid* as an alternative to providing the deeds of agreement referred to in clause 4.4, provided that, where the *instrument* creating the *interest in land* must be executed by the *Network Owner*, *Ausgrid* will obtain the executed *instrument* from the *Network Owner*.

## 4.4 Deeds of agreement for interests in land and signed lease or transfer documents

- (a) Where clauses 4.1 and 4.2 do not apply and if required by *Ausgrid*, you will execute or if you do not own the relevant land, arrange for the registered proprietor of the land to execute, as soon as is reasonably practicable after this contract commences:
  - (1) a *deed of agreement* to grant a lease or leases; and/or
  - (2) a *deed of agreement* to grant an easement or easements,for the *interests in land* stipulated in Item 4 of the *schedule to the certified design*.
- (b) The deed/s of agreement must be in accordance with *Ausgrid's* standard form which *Ausgrid* provided to the *connection applicant* with the design information and which are available on *Ausgrid's* website.

## 4.5 Caveat on title

- (a) When it has received duly executed *deeds of agreement* and other *instruments* that comply with the requirements of Item 4 of *Ausgrid's schedule to the certified design* and clause 4.4, *Ausgrid* will arrange for a caveat to be lodged on the title of the *land* affected by the relevant *interest in land* in order to protect the *Network Owner's* entitlement to acquire that *interest in land*.
- (b) Before *electrification*, *Ausgrid* will promptly consent or obtain consent from the *Network Owner* to the registration of any *interest in land* that does not conflict with or limit the *Network Owner's* own entitlement to acquire the relevant *interest in land*.
- (c) The caveat will be maintained on the title until the *interest in land* to which the *Network Owner* is entitled is registered by *LPI*, and you must ensure that you do not and, if applicable, the registered proprietor does not, do anything that affects the *Network Owner's* rights under that caveat.

#### 4.6 Further deeds if new registered proprietor

- (a) You acknowledge that if before *electrification* a prospective new landowner seeks to register a transfer of the *land*, you must obtain from that person *deeds of agreement* that comply with the requirements of clause 4.4 and deliver them to *Ausgrid*.
- (b) This requirement is a precondition to the *Network Owner's* consent (as the caveator of a caveat on title) to the transfer of the land to the new registered proprietor.

#### 4.7 Survey plan

At least 10 *business days* prior to *electrification* and the *connection* of the *consumer's mains* to a substation on the *premises*, you must:

- (a) obtain a *survey plan* for registration purposes, prepared by a *registered surveyor* and showing the *interests in land* to be granted to the *Network Owner* and signed by the *registered surveyor*;
- (b) provide to *Ausgrid* a copy of the *survey plan* showing in red ink the centre of the electricity cables (or if cable ducts are used, the ducts) as installed, with offsets to the easement or other boundaries and the location of any relevant substation, which contains a statement, signed by the *registered surveyor*, certifying that the information in red ink has been accurately located (the *red line survey plan*);
- (c) lodge the *relevant instruments* with *LPI*; and
- (d) provide to *Ausgrid* *LPI's* lodgement receipt.

You acknowledge that this requirement is a precondition to *electrification* of the *connection assets* unless *Ausgrid* agrees otherwise under clause 4.8.

#### 4.8 Electrification prior to registration

- (a) *Ausgrid* may (but is not obliged to) waive its requirement that *interests in land* in favour of the *Network Owner* must be lodged at *LPI* for registration before *electrification* but will do so only if you establish, to *Ausgrid's* reasonable satisfaction, that it is impractical to lodge the *relevant instruments* with *LPI* by the *proposed electrification date* (as adjusted in accordance with the contact).
- (b) You acknowledge and agree that *Ausgrid* will not agree to *electrification* prior to lodgement of the *relevant instruments* with *LPI* for registration unless the *red line survey plan* has been provided to *Ausgrid* at least 10 *business days* prior to the *proposed electrification date*.
- (c) To avoid doubt, you acknowledge and agree that if *Ausgrid* waives its requirement that the *relevant instruments* must be lodged for registration at *LPI* prior to *electrification*:
  - (1) you must still register those instruments;
  - (2) The caveat that has been placed on the title of the *land* will be maintained until those instruments are registered;
  - (3) *Ausgrid* may serve you with a *registration demand* if you have not lodged the *relevant instruments* for registration at *LPI* within 40 *business days* after *electrification*;
  - (4) *Ausgrid* will commence legal proceedings for specific performance of your obligation to register the *interests in land* if the *relevant instruments* have not been lodged with *LPI* for registration within 20 *business days* of the date *Ausgrid* made its *registration demand*; and
  - (5) if *Ausgrid* commences legal proceedings pursuant to paragraph (c)(4) you will indemnify *Ausgrid* for its costs of the proceedings on a solicitor/client basis.

#### 4.9 Notifying Ausgrid of registration

- (a) You acknowledge and agree that if *Ausgrid* agrees to *electrification* prior to the lodgement of the *interests in land* for registration by *LPI*, you will proceed to do everything necessary to register those *interests in land* at the earliest practicable date.

- (b) You must notify *Ausgrid* within two *business days* of the date you have lodged any *relevant instrument* for registration.
- (c) When *LPI* has formally registered the *interest in land*, you must notify *Ausgrid* the next *business day* after registration. Unless other *interests in land* affecting the *land* remain unregistered, *Ausgrid* will then provide to you a formal withdrawal of the caveat over the *land*.

## 5 Creation of interests in land or delivery of deeds of agreement is a condition to Ausgrid's continuing connection services and ASP/1's contestable services

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### 5.1 Registration or delivery a condition to Ausgrid's connection services

- (a) *Ausgrid* may suspend its obligations under this contract or not permit *your ASP/1* to continue *work under the contract* and the *Ausgrid-funded assets works* (suspension of work) if:
  - (1) at least 6 weeks prior to electrification, where a *deed of agreement* is required under clause 4.4:
    - (i) the registered proprietor has not delivered those *deeds of agreement* to *Ausgrid*; or
    - (ii) *Ausgrid*, acting reasonably, is not satisfied that the *deeds of agreement* are correct and have been properly executed by all parties other than *Ausgrid* and the *Network Owner*, as applicable; or
  - (2) the registered proprietor of any *land* subject to a requirement under clause 4.1 has not lodged the *relevant instrument* at *LPI* for registration at least 2 weeks prior to *electrification*;
- (b) In the event there is a suspension of work under paragraph (a), you must take all steps to rectify the situation that led to the suspension of work under paragraph (a) before *Ausgrid* will recommence discharging its obligations under this contract or allowing *your ASP/1* to continue *work under the contract* and the *Ausgrid-funded assets works* (as the case may be).
- (c) If before *electrification* the registered proprietor agrees to transfer any *land* subject to a deed required by clause 4.4, *Ausgrid* is not obliged to provide, or obtain from the *Network Owner*, a consent to registration of the transfer or perform any further obligation under this contract until:
  - (1) the new registered proprietor executes a new *deed of agreement* as required by clause 4.6;
  - (2) you deliver those *deeds of agreement* to *Ausgrid*; and
  - (3) *Ausgrid*, acting reasonably, is satisfied that those *deeds of agreement* are correct and have been properly executed by all parties other than *Ausgrid* and the *Network Owner*, as applicable.

## 6 Deed of Guarantee of Minimum Revenue

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### 6.1 Is this deed required?

This clause 6 applies only if *Ausgrid*:

- (a) states in Item 9 of the *schedule to the certified design* that a Deed of Guarantee of Minimum Revenue is required; and
- (b) stipulates in Item 9 of the *schedule to the certified design* the amount of security to be provided.

## 6.2 Circumstances in which Ausgrid requires security

Ausgrid requires the *connection customer* to provide security in the form of a *bank guarantee* where Ausgrid:

- (a) needs to *augment* its *distribution network* in order to provide *connection services* to the *premises* at the *connection point*;
- (b) is entitled under its *connection policy* to require the *connection customer* to provide security for the cost of *augmentation* in the event that the *connection customer's network charges* over any of the five years after the date of *electrification* do not equal the amount that Ausgrid calculates as the minimum annual revenue required to recover its costs of *augmentation*; and
- (c) is prepared to carry out the necessary *augmentation* works after the *connection customer* enters into a Deed of Guarantee of Minimum Revenue:
  - (i) in which the *connection customer* undertakes to pay in respect of each of the five years after the date of *electrification* a sum equal to the minimum *network charges* amount that Ausgrid calculates and applies in accordance with the *rules*; and
  - (ii) pursuant to which it provides to Ausgrid a *bank guarantee* for the sum set out in Item 9 of the *schedule to the certified design*.

The Deed of Guarantee of Minimum Revenue is available on our website.

## 6.3 Execution of the Deed of Guarantee of Minimum Revenue

You acknowledge and agree that if Ausgrid requires the *connection customer* to provide a Deed of Guarantee of Minimum Revenue and security in the form of a *bank guarantee*:

- (a) Ausgrid will either enclose two copies of the Deed of Guarantee of Minimum Revenue with its *connection offer* or send you two copies of the deed within 5 *business days* after it receives your acceptance of its *connection offer*;
- (b) the *connection customer* will execute both copies of the deed;
- (c) you will deliver the duly executed copies of the deed to Ausgrid; and
- (d) Ausgrid will execute the deed and return one copy to you.

## 6.4 Deed of Guarantee of Minimum Revenue is a precondition to Ausgrid's design and connection services

- (a) Ausgrid is not required to *electrify* the *connection* until:
  - (1) the *connection customer* executes a Deed of Guarantee of Minimum Revenue as required by clause 6.3;
  - (2) you deliver the deed to Ausgrid; and
  - (3) Ausgrid, acting reasonably, is satisfied that the deed is correct and has been properly executed.
- (b) If before *electrification* any land subject to a deed required by this clause 6 is transferred to a new registered proprietor, Ausgrid is not obliged to perform any further obligation under this contract until:
  - (1) the new registered proprietor executes a new Deed of Guarantee of Minimum Revenue as required by this clause 6;
  - (2) you deliver the deed to Ausgrid; and
  - (3) Ausgrid, acting reasonably, is satisfied that the deed is correct and has been properly executed.



## 6.5 Bank Guarantee is a precondition to design and construction services and electrification

You acknowledge and agree that *Ausgrid* is not obliged to and will not:

- (a) design (and where applicable, construct) the *Ausgrid-funded assets* to which the Deed of Guarantee of Minimum Revenue relates; or
- (b) *electrify* any *premises connection asset* under this contract,

until you have procured and delivered to *Ausgrid* the *bank guarantee* required by this clause 6 and *Ausgrid* is satisfied that the *bank guarantee* accords substantially with the form of *bank guarantee* contained in the schedule to the Deed of Guarantee of Minimum Revenue.

## 7 Pioneer Scheme

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### 7.1 Is this connection subject to a pioneer scheme?

This clause 7 applies only if Item 8 in *schedule to the certified design* states that a *pioneer scheme* applies. The operation of *pioneer schemes* is explained in Appendix A.

### 7.2 Establishment of a pioneer scheme (if applicable) is a precondition to electrification

- (a) 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 that *augmentation*.
- (b) No contributions to any *pioneer schemes* will be payable under this contract unless:
  - (1) *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
  - (2) 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.
- (c) 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 fees are available on *Ausgrid's* website at [http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf).
- (d) If a *pioneer scheme* applies to the *connection* under this contract, *Ausgrid* is not required to *electrify* the *connection* until:
  - (1) if the *connection customer* is the *original customer* under the *pioneer scheme*, *Ausgrid* has established the *pioneer scheme* and the *connection customer* has provided to *Ausgrid* an estimate of the number of new customers to whom the *pioneer scheme* may apply; or
  - (2) if the *connection customer* is a *subsequent customer* under the *pioneer scheme*, the *connection customer* has made the contribution to the scheme set out in Item 8 of the *schedule to the certified design*.
- (e) 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*. 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).

## 8 Your ASP/1

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### 8.1 You will retain an ASP/1

- (a) You must retain an *ASP/1* to install the *works under the contract* or ensure that an *ASP/1* is retained. The market for *contestable connection services* is further explained in Appendix A.
- (b) The *ASP/1* must hold current *Ausgrid authorisation* to work on or near the *distribution system*.
- (c) You must notify *Ausgrid* of the identity of *your ASP/1* and ensure that *your ASP/1* notifies *Ausgrid's* Project Officer as soon as reasonably practicable after you have selected *your ASP/1*.
- (d) If you engage a another *ASP/1* or change *your ASP/1*, then as soon as reasonably practicable after the *ASP/1* has been retained you must:
  - (1) notify *Ausgrid* of the identity of the new *ASP/1* and state whether that *ASP/1* is an additional *ASP/1* or replacement *ASP/1*; and
  - (2) ensure that the new *ASP/1* notifies *Ausgrid's* Project Officer.
- (e) You acknowledge and agree that until you have fulfilled your notification obligations under this clause, *Ausgrid* cannot verify that an *ASP/1* is *your ASP/1* and may withhold further *connection services*, which may impact upon the *proposed electrification date*.

### 8.2 Ausgrid inspects ASP/1 work

- (a) You acknowledge that:
  - (1) *Ausgrid* may charge for the services it performs in relation to the *work under the contract*;
  - (2) *Ausgrid* charges differential rates for inspection of *works under the contract* depending upon the grading held by the *ASP/1* and consequently inspection and other fees billed to you will reflect *your ASP/1's* grading; and
  - (3) depending on your contract with *your ASP/1*, *your ASP/1* may charge you for any fees billed to it by *Ausgrid*.
- (b) Details of charges associated with *work under the contract* are set out in the Standard Connection Offer Connection Charges which accompanies this *connection offer* and which is available on *Ausgrid's* website at [http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf).

### 8.3 ASP/1 may be requested to perform Ausgrid-funded works

You agree that before or at the time *your ASP/1* is engaged, you will:

- (a) ascertain whether *your ASP/1* is willing to construct the *Ausgrid-funded assets* referred to in Item 5(b) of the *schedule to the certified design* for *Ausgrid's offered price*, which is the sum marked by *Ausgrid* on the *certified design* and set out in Item 5(b); and
- (b) ensure that *your ASP/1* informs *Ausgrid* in writing whether it is willing to construct the *Ausgrid-funded assets* for *Ausgrid's offered price*.

### 8.4 If ASP/1 declines Ausgrid's offered price

- (a) You acknowledge that if *your ASP/1* declines to construct the *Ausgrid-funded assets* for *Ausgrid's offered price*, *Ausgrid* may (but is not obliged to):
  - (1) negotiate an alternative price with *your ASP/1*;
  - (2) decide to construct the *Ausgrid-funded assets* itself; or
  - (3) decide not to construct some or all the *Ausgrid-funded assets*.
- (b) You acknowledge that if *Ausgrid* decides to construct the *Ausgrid-funded assets* itself:

- (1) commencement of the *works under the contract* may be delayed; and
- (2) the *works under the contract* may take longer to complete than they may have done had *your ASP/1* agreed to construct them.

## 8.5 Ausgrid decision concerning Ausgrid-funded assets

- (a) *Ausgrid* warrants that if *Ausgrid* has not reached agreement with *your ASP/1* or made a decision concerning construction of the *Ausgrid-funded assets* by the time you have notified *Ausgrid* that you have satisfied the conditions in clause 10.1 in relation to commencing the *works under contract*, *Ausgrid* will make a decision as to whether it will construct those assets within 10 *business days* after this date and notify both you and *your ASP/1* of its decision.
- (b) If *Ausgrid* constructs the *Ausgrid-funded assets* itself:
  - (1) you will co-operate and will require *your ASP/1* to co-operate with *Ausgrid*; and
  - (2) *Ausgrid* will co-operate with you and *your ASP/1*to ensure that all *works under the contract*, including all *Ausgrid-funded assets*, are completed in a safe and timely manner.
- (c) *Ausgrid* will only decide not to construct the *Ausgrid-funded assets* to the extent that it is not necessary to construct the *Ausgrid-funded assets* to *electrify* the *premises*.

## 8.6 Acknowledgements concerning Ausgrid-funded assets

- (a) You acknowledge that:
  - (1) except for the *connection* to which this *connection contract* relates, *Ausgrid* will not need to install the *Ausgrid-funded assets*;
  - (2) *Ausgrid's* decision to include the *Ausgrid-funded assets* in the *works under the contract* was made either because the *connection* cannot be made without them or because for reasons of economic efficiency *Ausgrid* has decided to fund the installation of the *Ausgrid-funded assets* at the time the *premises connection assets* are installed;
  - (3) *your ASP/1* is not obliged to install the *Ausgrid-funded assets* but may agree with *Ausgrid* to do so; and
  - (4) *Ausgrid* has a duty to ensure that the price it pays for the *Ausgrid-funded assets* is reasonable and if *your ASP/1* offers to install them for a price higher than *Ausgrid's offered price*, *Ausgrid* may reject *your ASP/1's* offer.
- (b) You further acknowledge and agree that if *your ASP/1* does construct the *Ausgrid-funded assets*:
  - (1) *your ASP/1* will submit payment claims to *Ausgrid* for all work in connection with the *Ausgrid-funded assets* pursuant to the *authorisation agreement*;
  - (2) you are not responsible for paying *your ASP/1* for the *Ausgrid-funded assets works* and you should not pay *your ASP/1* for the *Ausgrid-funded assets works*;
  - (3) *Ausgrid* will not be liable for any payment made by you to *your ASP/1* in respect of any *Ausgrid-funded asset*;
  - (4) if you consider that *your ASP/1* has or may have included in a payment claim to you a claim in respect of *Ausgrid-funded assets*, you should return the claim to *your ASP/1* and inform them they should claim payment for the *Ausgrid-funded assets works* directly from *Ausgrid* in accordance with the *authorisation agreement*; and
  - (5) nothing in this clause requires or entitles you to withhold payment of a claim in respect of *assets* that are not *Ausgrid-funded assets*.

## 9 Pre-construction meeting

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### 9.1 When a meeting is to be held

- (a) You will take reasonable steps to ensure that *your ASP/1* and *your ASP/3* attend (at no cost to *Ausgrid*) a pre-construction meeting with *Ausgrid* at the *premises*.
- (b) You must arrange for *your ASP/1* to organise the meeting as soon as reasonably practicable after you have notified *your ASP/1* that you have satisfied the conditions in clause 10.1 in relation to commencing the *works under contract*.
- (c) *Ausgrid* and the *ASP/3* must be given no less than 10 *business days'* notice of the meeting and must be held at a date and time suitable to all parties.
- (d) You are entitled but not obliged to attend the meeting.

### 9.2 Further requirements resulting from the meeting

- (a) If as a result of the meeting *Ausgrid*, acting reasonably, considers that:
  - (1) for technical or safety reasons, modifications have to be made to the *certified design*;
  - (2) any non-electrical works that will be utilised in the construction of *premises connection assets* are not *fit for purpose*; or
  - (3) *your ASP/1* is not complying or in *Ausgrid's* reasonable opinion may fail to comply with any of *Ausgrid's environmental, technical and safety requirements*,

*Ausgrid* may impose additional preconditions to the commencement of *work under the contract* and the *Ausgrid-funded assets works*, provided those preconditions reasonably relate to:

  - (4) the *certified design*;
  - (5) the fitness for purpose of any non-electrical work; or
  - (6) *Ausgrid's environmental, technical and safety requirements* or the *schedule to the certified design*.
- (b) If *Ausgrid* does impose such additional preconditions, it will notify you of them in writing.

### 9.3 Timetable for works under the contract

- (a) Prior to or at the pre-construction meeting, you must ensure that *your ASP/1* submits to *Ausgrid* a Table of Critical Dates in accordance with Appendix B, recording all critical dates relevant to the *electrification of works under the contract* and the *Ausgrid-funded assets*.
- (b) You must ensure that *your ASP/1* submits the Table of Critical Dates and updates it to reflect any changes, including any changes as a result of a variation to the *certified design* under clause 14.
- (c) *Ausgrid* will accept the Table of Critical Dates as the timetable to which *your ASP/1* and *Ausgrid* will work unless it considers, on reasonable grounds, that either *your ASP/1* or *Ausgrid*, or both, will be unable to comply with any date in the table.
- (d) If *Ausgrid* does not accept the Table of Critical Dates, it will notify you and *your ASP/1* in writing, setting out its reasons.
- (e) Any dispute arising in relation to the Table of Critical Dates is a dispute for the purposes of clause 22 of this contract and the parties will attempt to resolve it in accordance with that clause.

## 10 Commencement of work under the contract

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### 10.1 Ausgrid to notify you and your ASP/1 that work under the contract and the Ausgrid-funded assets works may commence

*Ausgrid* will send written notice to you and *your ASP/1* that *work under the contract* and the *Ausgrid-funded assets works* may commence when:

- (a) all sums invoiced by *Ausgrid* in accordance with clause 8.2 have been paid;
- (b) *Ausgrid* has been notified of the identity of *your ASP/1* in accordance with clause 8.1;
- (c) *your ASP/1* informs *Ausgrid* in accordance with clause 8.3; and
- (d) the preconstruction meeting has been held in accordance with clause 9.

## 11 ASP/1's performance of contestable services

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### 11.1 Person commissioning ASP/1 work under the contract and the Ausgrid-funded assets works

You acknowledge that:

- (a) you are the person who has commissioned *your ASP/1* to perform the *work under the contract* or you have ensured that an *ASP/1* has been retained;
- (b) the *work under the contract* is performed by *your ASP/1* as a *contestable connection service* under a contract between you and *your ASP/1*;
- (c) *Ausgrid* is not a party to that contract; and
- (d) *Ausgrid* has commissioned *your ASP/1* to perform the *Ausgrid-funded assets works* under the *authorisation agreement*.

### 11.2 Rectification of Defects

- (a) You will do everything within your power to ensure that *your ASP/1* rectifies any *major defect* or *minor defect* of which you become aware or which is notified to you by *Ausgrid*, whether before *electrification* or during the *rectification period*.
- (b) *Major defects* must be rectified immediately and *minor defects* within 10 *business days* of notification.
- (c) You acknowledge and agree that:
  - (1) no *works under the contract* and the *Ausgrid-funded assets* will be *electrified* if any *major defect* has not been rectified at least 10 *business days* prior to the *proposed electrification date* and that date will be postponed;
  - (2) if any *major defect* is discovered within the 10 *business days* prior to the *proposed electrification date*, that date will also be postponed; and
  - (3) *your ASP/1* will be liable to rectify any defect in the *work under the contract* for three years after the relevant *premises connection asset* was *electrified*.

### 11.3 ASP/1's performance

- (a) If *Ausgrid* notifies you that it has reasonable cause for dissatisfaction with *your ASP/1's* performance of the *contestable connection services*, you will cooperate with *Ausgrid* to take whatever reasonable measures are necessary to ensure that those services are performed in accordance with *Ausgrid's* reasonable requirements.
- (b) You will immediately order *your ASP/1* to stop work if *Ausgrid* notifies you in writing that the *ASP/1*:

- (1) has committed a *serious safety breach*, a *serious technical breach* or a *serious environmental breach*; or
- (2) has failed to rectify a *major defect* in any work under the contract or in the *Ausgrid-funded assets*.

#### 11.4 Termination of your contract with the ASP/1

- (a) You acknowledge that if:
  - (1) *your ASP/1's* performance referred to in clause 11.3(a) is not remedied; or
  - (2) the *major defect* referred to in clause 11.3(b) is not rectified,
 the safety, security and reliability of the *distribution system* may be at risk and *Ausgrid* may terminate its *authorisation agreement* with *your ASP/1* which authorises it to undertake the *work under the contract*.
- (b) You must ensure that if *your ASP/1* fails to remedy or rectify the matters referred to in paragraph (a), you are entitled to terminate the contract with *your ASP/1*.
- (c) If *your ASP/1* continues to undertake the *work under the contract* or the *Ausgrid-funded assets works* where the matters in paragraph (a) have not been rectified or remedied or where *Ausgrid* has terminated the *authorisation agreement* with *your ASP/1*, *Ausgrid* may terminate this *contract* with 10 *business days'* notice unless you:
  - (1) terminate your contract with *your ASP/1* and engage another *ASP/1* to complete the *contestable connection services*; and
  - (2) where applicable, request that the *ASP/1* agree to perform the *Ausgrid-funded assets works*.
- (d) You must comply with the notification requirements of clause 8.1 which apply in the event that you engage another *ASP/1*.
- (e) If the *ASP/1* whose contract you terminated was also engaged in constructing *Ausgrid-funded assets*, *Ausgrid* will negotiate with your new *ASP/1* concerning the cost of completing the *Ausgrid-funded assets* and clauses 8.3 to 8.6 of this contract will apply.
- (f) If:
  - (1) you terminate the contract with *your ASP/1* other than in the circumstances described in clause 11.4(c); or
  - (2) *your ASP/1* terminates its contract with you,
 and the *ASP/1* whose contract was terminated was also engaged in constructing *Ausgrid-funded assets* then *Ausgrid* will negotiate with your new *ASP/1* concerning the cost of completing the *Ausgrid-funded assets* and clauses 8.3 to 8.6 of this contract will apply.
- (g) If:
  - (1) your contract with *your ASP/1* is terminated in the circumstances described in clause 11.4(f); and
  - (2) there is any difference between the total cost for the *Ausgrid-funded assets* that would have been paid to your original *ASP/1* and what is actually paid to your original *ASP/1* and your replacement *ASP/1*,
 the difference will be a debt due and payable by you to *Ausgrid*.

#### 11.5 Payment claims for contestable services

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

- (i) payment that *Ausgrid* is required to pay *your ASP/1* pursuant to any adjudication determination or judgement in respect of the payment claim; and
  - (ii) legal costs (on an indemnity basis) incurred by *Ausgrid* in respect of such payment claim.
- This clause does not entitle *Ausgrid* to recover any amount from you in relation to *Ausgrid-funded assets*.

## 12 Defective non-electrical work done by another contractor

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### 12.1 Defective non-electrical work

If:

- (a) any work for the purposes of any *premises connection asset* is carried out by a contractor who is not an *accredited service provider* (such as excavation or building works carried out in conjunction with other construction works on or in the vicinity of the *premises*); and
- (b) *Ausgrid* or the *ASP/1* notifies you or you become aware that such work is not *fit for purpose* and requires modification,

you will take all steps necessary to ensure that the required modification is done.

### 12.2 Your acknowledgements

You acknowledge and agree that:

- (a) *your ASP/1* is responsible for ensuring that all non-electrical work utilised by the *ASP/1* in the construction of *premises connection assets* is safe and *fit for purpose*; and
- (b) until *your ASP/1*, acting reasonably, is satisfied that the modification referred to in clause 12.1 has been completed and the work is *fit for purpose*, no further work may be done on any *premises connection assets* that are dependent on the defective work.

## 13 Change of designer

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If at any time before or during construction of the *work under the contract* and the *Ausgrid-funded assets* you retain another *ASP/3* other than the *ASP/3* who submitted the *certified design* applicable when this contract commenced, you will promptly notify *Ausgrid* in writing of the name and contact details of the new *ASP/3*.

## 14 Amendments to the certified design

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### 14.1 Scope of variations

- (a) You must ensure that at any time before or during construction of the *work under the contract*, that the *work under the contract* is consistent with the *certified design*.
- (b) If at any time before or during construction of the *work under the contract* and the *Ausgrid funded assets*:
  - (1) *Ausgrid*, acting reasonably, notifies you that the *certified design* is deficient in any respect and requires modification; and
  - (2) a minor variation or major variation is required to the *certified design*,  
you will take reasonable steps to ensure that:
  - (3) *your ASP/1* confers with your *ASP/3* to ascertain what design modifications are required; and

- (4) your *ASP/3* submits design amendments or a new design to *Ausgrid* for certification or re-certification, as the case may be.
- (c) *Ausgrid* may reasonably decide that the *certified design* is deficient on grounds that include (but are not limited to) unsuitable or unsafe site conditions, latent conditions, non-compliance with *Ausgrid's* Network Standards and any other non-compliance with *Ausgrid's environmental, technical and safety requirements* of which *Ausgrid* was unaware on the *certification date*.
- (d) A minor variation does not represent a significant change to the *certified design* and concerns only one component or element of the *certified design*.
- (e) A major variation is a substantial variation to the *certified design* that will significantly affect the *work under the contract* or the *Ausgrid-funded assets*.
- (f) *Ausgrid* may require your *ASP/1* and *ASP/3* to attend a meeting at the *premises* (at no cost to *Ausgrid*) to review the re-certified or newly *certified design* in the light of site conditions. If such a meeting is required, you will ensure that your *ASP/1* and *ASP/3* attend the meeting.
- (g) You may attend the meeting but are not required to do so.

## 14.2 Works under contract

- (a) You acknowledge and agree that where a minor variation is proposed, *Ausgrid*, acting reasonably, may:
  - (1) agree that work may proceed and amendments to the *certified design* may be submitted for re-certification at a later date;
  - (2) agree that the work may proceed and the relevant amendments to the *certified design* may be recorded "as-built" in *Ausgrid's GIS*;
  - (3) require your *ASP/3* to submit an amended design for re-certification before the work proceeds;
  - (4) decline the proposed minor variation, which it may do only on grounds that the proposal fails to comply with *Ausgrid's environmental, technical and safety requirements*; or
  - (5) disagree that the proposed variation is a minor variation and request you to propose a major variation.
- (b) If clauses 14.2(a)(3) or (4) apply:
  - (1) you must order your *ASP/1* to suspend *work under the contract* and the *Ausgrid-funded assets works* affected by the proposed variation; and
  - (2) if you disagree with *Ausgrid's* decision, you may make a written request to *Ausgrid* for a conference, which must be held within five *business days* of your request.
- (c) If you require a major variation, no *work under the contract* affected by the variation may proceed until the *certified design* has been amended and re-certified or a new design has been submitted and becomes a *certified design*.

## 14.3 Cost of variations

You acknowledge and agree that:

- (a) *Ausgrid* will not be liable for any costs incurred by you, your *ASP/1* or your *ASP/3* in connection with any amended or new design required by *Ausgrid* under this clause (except to the extent the extent that clause relates to amended or new design of the *Ausgrid funded assets*); and
- (b) the design services provided by *Ausgrid* in relation to the re-certification of the design are provided under the *design contract*.



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

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## 15.1 Electrification

*Ausgrid will electrify the premises connection assets on the proposed electrification date (as adjusted in accordance with clause 15.2, if applicable) if you and your ASP/1 have complied with the conditions of this contract that constitute preconditions to electrification as set out in clause 15.3(d).*

## 15.2 Events affecting Table of Critical Dates

- (a) Whenever *your ASP/1* fails to meet a critical date set out in the Table of Critical Dates (see Appendix B), you must ensure that *your ASP/1* revises the table to show new critical dates and send it to you with a copy to *Ausgrid*.
- (b) Where the revision affects the *proposed electrification date*, you must submit a written application to *Ausgrid* requesting *Ausgrid* to reserve a new *proposed electrification date*. The written application must propose a set of alternative dates in case *Ausgrid* cannot reserve your preferred date.
- (c) *Ausgrid* will, subject to clause 15.3, make reasonable attempts to reserve a new *proposed electrification date* on or close to a date you have listed but may not be able to do so. If it cannot reserve a date you have requested, it will provide you in writing with a list of alternative dates. In that event, you must either respond in writing to *Ausgrid*, accepting one of *Ausgrid*'s alternative dates or proposing further dates.
- (d) When a new *proposed electrification date* has been agreed in accordance with this clause, you must notify *your ASP/1*, who must revise the Table of Critical Dates accordingly and provide a copy to you and *Ausgrid*.

## 15.3 Your acknowledgements concerning the proposed electrification date

You acknowledge and agree that:

- (a) *Ausgrid* may be prevented by a *force majeure event* from *electrifying* the *premises connection assets* on the *proposed electrification date* (as extended under clause 15.2);
- (b) in an emergency, *Ausgrid* may not be in a position to notify you or *your ASP/1* of a *force majeure event* until after the time set for *electrification*;
- (c) *Ausgrid* may be prevented by adverse network circumstances (as described in clause 15.4) from reserving a *proposed electrification date* requested by *your ASP/1*;
- (d) *Ausgrid* will not *electrify* the *premises connection assets* on the *proposed electrification date* if you have failed to comply with any of your obligations under this contract that must be performed as a *precondition to electrification* and which are:
  - (1) the leases and easements have been prepared for registration, unless that requirement has been waived in accordance with clause 4.8(a);
  - (2) the *survey plan* and red line diagram are prepared by a *registered surveyor* have been provided to *Ausgrid* in accordance with clause 4.7;
  - (3) the requirements of clause 7 have been satisfied, including the requirement that the *connection customer* provide *Ausgrid* with an estimate of the number of potential new members of the applicable *pioneer scheme*;
  - (4) all *bank guarantees* required under clause 6.5 have been provided to *Ausgrid*;
  - (5) you and *your ASP/1* have complied with the Table of Critical Dates, including satisfying every item in the table and (where applicable) you have followed the procedure set out in clause 15.2 relating to a revision of the *proposed electrification date*;

- (6) a metering installation has been installed and registered in accordance with Chapter 7 of the *rules*;
- (7) any *major defect* in the *premises connection assets* has been rectified;
- (8) you or your *electrical professional* have paid all *connection charges* prior to the *proposed electrification date* in accordance with clause 20; and
- (9) all the requirements stipulated in clause 19 have been satisfied by the relevant date.

## 15.4 Force majeure event

A *force majeure event* means any event outside *Ausgrid's* reasonable control, including:

- (a) adverse network circumstances, including but not limited to load conditions, equipment faults, failures or major incidents in the *distribution system*; third party damage to *distribution network* assets; safety incidents; industrial action; delay by any telecommunications company or utility in relocating any asset if that delay causes delay to *Ausgrid augmentation works* or work on *Ausgrid-funded assets*;
- (b) adverse weather conditions including but not limited to storms, cyclones, fire, flood, earthquake and weather conditions that lead *Ausgrid*, acting reasonably, to decide in the interests of customer comfort or customer safety that it should not interrupt electricity to customer *premises*;
- (c) a delay to *Ausgrid's connection services* resulting from an act or failure to act by an *authority* that has rights to consultation or rights of consent in relation to the *Ausgrid-funded works* under this contract; and
- (d) any other event outside *Ausgrid's* reasonable control, including but not limited to explosion, natural disaster, sabotage, riots, malicious damage, act of a public or foreign enemy, terrorism, hostilities, invasion, war (declared or undeclared), civil war, rebellion, revolution, insurrection, military or usurped power, radioactive or toxic or dangerous chemical contamination, 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.

# 16 Notice of Arrangement for a Subdivision

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## 16.1 Notice of arrangement for subdivision

- (a) For the purposes of this clause, a notice of arrangement means a written notice by *Ausgrid* to a local government authority or other *authority* (the **consent authority**) confirming that satisfactory arrangements have been made for the provision of an adequate electricity supply to land for which development consent for a plan of subdivision has been or will be lodged with the consent authority. Such a notice of arrangement is usually a prerequisite to the consent authority's consent to release the plan of subdivision for registration with *LPI*.
- (b) After *electrification*, *Ausgrid* will provide a notice of arrangement to you at your written request within 2 *business days* of receiving that request and will invoice you for its regulated fee for providing that service. The fee is set out in the *schedule to the certified design*.

## 16.2 Early notice of arrangement

- (a) *Ausgrid* will provide a notice of arrangement prior to *electrification* of the *premises connection assets* only on the conditions set out in clause 16.3.
- (b) The conditions in clause 16.3 ensure that:
  - (1) if the *connection customer* fails to complete the *premises connection assets* which the *connection customer* is obliged to fund; and
  - (2) *Ausgrid* is required to complete them,

*Ausgrid* may recover its costs by recourse to a *bank guarantee* obtained by the *connection customer* from an Australian bank in a form acceptable to *Ausgrid*.

- (c) Despite any obligation in this clause 16, *Ausgrid* may, at its reasonable discretion, decline to issue a notice of arrangement prior to *electrification* of the *premises connection assets* on the basis of commercial, technical or safety risk.

### 16.3 Preconditions

You and *Ausgrid* will comply with the following procedures in relation to a notice of arrangement prior to *electrification*:

- (a) if you wish *Ausgrid* to provide a notice of arrangement prior to *electrification*, you will make an application in writing to *Ausgrid* and pay the fee referred to in clause 16.1.
- (b) *Ausgrid* will calculate its costs of completing the customer-funded *premises connection assets* as at the date of your application and will notify you of the amount (based on that calculation) of the *bank guarantee* it will require to be lodged before it will provide the *notice of arrangement*.
- (c) You will arrange for the submission of an appropriate *deeds of agreement* as outlined in clause 4.4 and *Ausgrid*, acting reasonably, will ensure it is satisfied that the *deeds of agreement* are correct and have been properly executed.
- (d) You will obtain a duly executed *bank guarantee* for the sum referred to in clause 16.3(b) from the *connection customer/s* and provide it to *Ausgrid*. When *Ausgrid*, acting reasonably, is satisfied with the *bank guarantee*, it will issue the notice of arrangement.
- (e) *Ausgrid* will return the *bank guarantee* to you or to the *connection customer* when all *premises connection assets* are *electrified*.

## 17 Ownership of the premises connection assets

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- (a) You acknowledge and agree that the *Network Owner* will own the *premises connection assets* when they are *electrified* as they will form part of the *distribution system* and that the *premises connection assets* are not fixtures.
- (b) You will make all necessary inquiries to ascertain 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. This may include ensuring that appropriate transfer of title provisions are contained in your contracts with *your ASP/1* and other contractors.
- (c) In the event of any challenge to the *Network Owner's* ownership, 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/1*.
- (d) You acknowledge that where *Ausgrid* issues *Ausgrid material* to an *ASP*, or an *accredited metering provider*, *Ausgrid* retains ownership of that *Ausgrid material* at all times from the issue of that *Ausgrid material* and that *Ausgrid material* are not fixtures.
- (e) You agree that the terms of this contract may constitute one or more *Security Interests* for the purpose of the *PPSA* and that:
- (i) to perfect any such *Security Interest* *Ausgrid* or the *Network Owner* may (but is not obliged to) register a financing statement(s) on the *Personal Property Securities Register*;
- (ii) You shall have no rights under sections 95, 118, 121(4), 125, 130, 132, 135, 142 and 143 of the *PPSA*;
- (iii) the application of Part 4.3 (other than sections 123, 124, 126, 128, 129(1), 133, 134(1) and 136) of the *PPSA* is contracted out of if that Part would apply by virtue of section 116(2) of the *PPSA*;

- (iv) you waive your right to receive notice of a verification statement under section 157 of the *PPSA*; and
- (v) you must, promptly on request by *Ausgrid*, provide any such information and execute and deliver any such documents as *Ausgrid* may reasonably require to protect the Security Interests granted to *Ausgrid* or the *Network Owner* by you under or in relation to this contract.

## 18 Access to the premises and site safety

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### 18.1 Premises controller

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, and whether or not that person is a *principal contractor*.

### 18.2 Safe access and co-operation

- (a) Before and after the *premises connection assets* are *electrified*, you will provide *Ausgrid*, or if you are not the *premises controller* you will take reasonable steps to ensure that the *premises controller* provides *Ausgrid*, with such access and assistance as it reasonably requires so it may safely inspect *premises connection assets* and any *electrical installation* at the *premises*.
- (b) You will co-operate and ensure that your employees, contractors and agents co-operate with *Ausgrid* in relation to the provision of *Ausgrid's connection services*.

### 18.3 Access after electrification

- (a) After the *premises connection assets* are *electrified* and until the *premises* (if single *premises*) are *connected* or all units in multi-occupant *premises* are *connected*, the *premises controller* must permit 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:
  - (1) any *connection service* provided or to be provided by *Ausgrid* under this contract or the Standard Form Customer Connection Contract or Deemed Standard Connection Contract;
  - (2) any breach or possible breach of *Ausgrid's* requirements imposed under the *energy laws* or this contract;
  - (3) any defect or possible defect in the *premises connection assets* or the *electrical installation*;
  - (4) any matter concerning the safety of the *electrical installation*, the *premises connection assets* or the *connection*; or
  - (5) the operation and maintenance of any substation.
- (b) In an emergency, the *premises controller* must permit authorised officers of *Ausgrid* to enter the *premises* at any time of day or night.

### 18.4 Licence for access to premises connection assets

Until registration of all *interests in land* in favour of the *Network Owner*, you must ensure that *Ausgrid* continues at all times to have unobstructed access (suitable for truck access in all weather conditions) to all *premises connection assets* on the *premises*.

## 18.5 Ausgrid's obligations

- (a) *Ausgrid* acknowledges that it has obligations under the Work Health and Safety Act 2011 (NSW) and will do all things and will ensure that its authorised officers do all things reasonably necessary to co-operate with the *premises controller* to ensure that *Ausgrid's* officers remain safe when they access the *premises*.
- (b) *Ausgrid's* contractors and personnel who act under *Ausgrid's* authority must show identification before carrying out work on a customer's *premises*. *Ausgrid* issues photo identification cards that indicate the nature of the contractor's and personnel's authority.

## 18.6 Additional term

This clause 18 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

## 18.7 Principal contractor

- (a) You must notify *Ausgrid* of the person appointed by you as *principal contractor* for the work under the contract within 5 *business days* of such appointment.
- (b) If the person appointed as the *principal contractor* is not *your ASP/1* you must include in your contract with that person a requirement that they will accept an appointment as *principal contractor* by *Ausgrid* in respect of the *Ausgrid-funded assets works* and will perform the duties of the *principal contractor*. You undertake to *Ausgrid* to enforce such a provision in that contract.

# 19 Environmental, technical and safety requirements

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## 19.1 Your obligations

You will do everything reasonably necessary to ensure that *your ASP/1*, any other licensed electrical contractor and any other contractor working on the *premises* complies with *Ausgrid's environmental, technical and safety requirements* set out in or imposed in accordance with this clause.

## 19.2 Electrical Safety Rules

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

## 19.3 Compliance with the Certified Design

The *premises connection assets* as built must comply in all respects with the *certified design* (as amended and re-certified in accordance with this contract).

## 19.4 Technical Compliance

The *electrical installation* and the *premises connection assets* must comply with the requirements of (as applicable):

- (a) the *Service and Installation Rules*;
- (b) the *rules*, the market operations rules and any applicable metrology or other procedures made under the *rules* or the market operations rules;
- (c) any requirements specified by *Ausgrid* under the Electricity Supply Act 1995, the Electricity Supply (General) Regulation 2014, the Electricity Supply (Safety and Network Management) Regulation 2014, the Electricity (Consumer Safety) Act 2004 or the Electricity (Consumer Safety) Regulation 2015;

- (d) any requirements or standards specified by *Ausgrid* from time to time to ensure compliance with the requirements and obligations referred to in sub-clauses (a)-(c); and
- (e) all applicable *Ausgrid* Network Standards.

## 19.5 Environmental Requirements

You must provide in your contract with *your ASP/1* that the *ASP/1* must comply with:

- (a) all relevant conditions of consent under the Environmental Planning and Assessment Act 1979; and
- (b) the requirements of *Ausgrid's* network standard NS 174 Environmental Procedures, and you will do all things reasonably necessary to ensure that *your ASP/1* so complies.

## 19.6 Premises safety and network safety

You must comply and ensure that your *electrical professionals* comply with 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:

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

## 19.7 Fitness for safe operation

- (a) The *electrical installation* and the *premises connection assets* must be fit to:
  - (1) operate safely in accordance with the Electricity (Consumer Safety) Act 2004 (NSW) and the Electricity (Consumer Safety) Regulation 2015 (NSW);
  - (2) pose no fire risk to the environment that surrounds the *premises*;
  - (3) operate safely in accordance with *customers'* responsibilities identified in *Ausgrid's* Safety Management System published in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014,

and all live parts must remain properly insulated and protected against inadvertent contact with any person.
- (b) The *electrical installation* and *premises connection assets* must also be designed and installed so as to ensure that they cannot be used in a manner that exceeds the operating limits imposed by the relevant design or the *Service and Installation Rules*.
- (c) This clause 19.7 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

## 19.8 Consumer's mains and main switchboard

- (a) The *consumer's mains* and the main switchboard must be complete, fully compliant with the relevant standards, free of defects, *fit for purpose* and ready to be *electrified* at least 10 clear *business days* prior to *electrification* of the *premises connection assets*.
- (b) You acknowledge that *Ausgrid* will not *electrify* any relevant substation unless the *consumer's mains* and the main switchboard comply with the requirements of this clause.

## 19.9 Drawings

- (a) The following are to be submitted to *Ausgrid* for assessment no later than 30 *business days* prior to the *proposed electrification date*, as that date is adjusted in accordance with this contract:
  - (1) drawings of the main switchboard and *consumer's mains*;
  - (2) details of the Service Protection Device and its Settings; and
  - (3) proof of grading of the Service Protection Device with the substation fuse.
- (b) You must ensure that the drawings and details referred to in paragraph (a) will be amended to accord with any reasonable technical or safety requirement notified by *Ausgrid* to your *electrical professional*.

## 19.10 Metering services

- (a) The metering installation must comply with Chapter 7 of the *rules* and Chapter 4 of the *Service and Installation Rules*.
- (b) Other than metering for the supply of electricity to *common property* or a single customer, this contract does not require the installation of any meter for individual *electrical installations* until *connection* is sought for each such *electrical installation*.
- (c) Any metering installation must be installed by an *ASP/2* or *accredited metering provider* who is authorised by *Ausgrid* to work on or near its *distribution system*.
- (d) 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 fee set by the *regulator* (see clause 20). 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*.
- (e) The meters provided by *Ausgrid* have standard type 5 or type 6 configurations depending on the *premises* and the requirements of the *connection customer*. *CT metering* where required will also be a standard type 5 metering installation.
- (f) *Ausgrid* does not offer to provide meters other than those relating to types 5 and 6 as a component of its *connection services*. If the *connection* requires a meter for any other type of metering installation (that is, types 1, 2, 3 and 4), you must make the necessary arrangements with a *retailer*.
- (g) Whole current meters for this *connection* must be installed by an *ASP/2* or *accredited metering provider* depending on the type of metering installation. By installing a meter provided by *Ausgrid*, the *ASP/2* is operating under *Ausgrid's* AEMO accreditation as an *accredited metering provider*.
- (h) If *CT metering* is required, *Ausgrid* will provide and install the *CT meter*. If *Ausgrid* is permitted to charge for this *alternative control service* in accordance with its *connection policy*, costs associated with this service will be charged to the electrical professional on your behalf.
- (i) The installation of all other components relating to *CT metering* which form of the *electrical installation* must be installed by the *ASP/2*.

# 20 Ausgrid's connection fees and charges

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## 20.1 Ausgrid's connection charges

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

- (a) fees for *alternative control services* (referred to in clause 20.4 below) provided under this contract;

- (b) a site inspection fee (referred to in clause 20.3 below); and
- (c) where applicable, a contribution to a *pioneer scheme* (referred to in clause 20.5 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

[http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.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).

## 20.2 Billing arrangements

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

- (a) charges for *alternative control services* are billed to you or if applicable, an *electrical professional* acting on your behalf unless the charge is referred to in paragraph (d);
- (b) the site inspection fee (referred to in clause 20.3) is billed directly to you;
- (c) contributions to a *pioneer scheme* are billed directly to you; and
- (d) charges for the *ancillary service* relating to site establishment will be billed to your *retailer*.

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. Where a *retailer* made the *connection application* on your behalf, we have reached agreement with your *retailer* for *Ausgrid* to bill you directly for those *connection charges* that are part of a direct billing arrangement.

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

If *Ausgrid* invoices you for fees and charges in relation to the *standard 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

[http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf)

## 20.3 Site inspection fee

- (a) If *Ausgrid* reasonably needs to inspect the *premises* 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.
- (b) *Ausgrid's* current site inspection fee which is payable in relation to this contract is available on *Ausgrid's* website at [http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf).
- (c) The actual site inspection fee (if any) payable under this contract is set out in the *connection offer* or *contract notification letter*.
- (d) If this contract is for an *expedited connection*, you agree to pay the site inspection fee.
- (e) The site inspection fee is invoiced to the *connection applicant*. It is payable in accordance with the terms set out in this invoice whether or not the *connection* is made and it is recoverable as a debt.



## 20.4 Alternative control services

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

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

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

The service relating to the installation of a meter provided by *Ausgrid* 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*. Installation of a meter provided by a *retailer* is undertaken by an *accredited metering provider* and arranged by the *retailer*.

Fees for *alternative control services* are charged by *Ausgrid* at rates set by the regulator for each financial year. The fee payable for a specific *alternative control service* will be the rate set by the regulator for the financial year in which the service was provided and as published on *Ausgrid's* website.

## 20.5 Pioneer schemes

- (a) 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 that *augmentation*.
- (b) No contributions to any *pioneer schemes* will be payable under this contract unless Item 8 of the *schedule to the certified design* provides 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.
- (c) 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 current fees are available on *Ausgrid's* website at [http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf)
- (d) 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*.
- (e) 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*.
- (f) 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* 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)

## 20.6 Capital contributions

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

## 21 Termination of contract

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### 21.1 Termination if the date for commencement is not met

- (a) Subject to clause (b), this contract terminates automatically if *work under the contract* has not commenced within 12 months after the commencement of the contract.
- (b) If *Ausgrid* receives from you a written request supported by evidence, together with your assurance that there is not likely to be a substantial change to the *certified design* at least 10 *business days* before the expiry of the period referred to in clause (a), *Ausgrid* may agree to extend the period before *work under the contract* must commence by written notice specifying the period of extension unless, acting reasonably, we consider that there has been or is likely to be a material change to:
  - (1) the *connection* originally applied for; or
  - (2) network conditions affecting the *certified design*.

### 21.2 Termination by Ausgrid

- (a) *Ausgrid* may terminate this contract by notice in writing to you at any time prior to *electrification* if it considers, on reasonable grounds, the certified design validity period has expired, or that there has been or is likely to be a material change to the development or works at the *premises* that renders the *connection* you applied for unsuitable to provide a safe and reliable supply of electricity to the *premises* when the development or works are completed.
- (b) If *Ausgrid* terminates the *contract* and you wish to proceed with a *connection*, you must make a new *connection application* and may be required to obtain a new *certified design*.

### 21.3 Termination when rectification period expires

If the contract has not terminated under clause 21.1 or 21.2, it terminates on the third anniversary of the date the last of the *premises connection assets* to be *electrified* were *electrified*.

### 21.4 Termination by connection customer

- (a) You may terminate this contract by giving *Ausgrid* 20 *business days'* notice.
- (b) Termination of this contract does not affect any accrued rights or liabilities of either party.

## 22 Dispute resolution

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### 22.1 Connection customer's right to refer dispute to AER

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

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

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

### 22.2 The rights of small customers

If the *connection customer* is or will be a small customer, any complaint or dispute regarding *Ausgrid's* connection offer and/or this contract may be made to *Ausgrid* in accordance with *Ausgrid's* Standard Complaints and Dispute Resolution Procedures (which are available on our

website at <http://www.ausgrid.com.au/Common/About-us/Contact-us/Customer-complaints.aspx> or by phone on 13 13 65.

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

## 22.3 Resolving disputes under this contract

- (a) The parties must attempt to resolve any dispute other than a dispute referred to in clauses 22.1 and 22.2 in accordance with this clause 22.3.
- (b) Written notice of any dispute or difference must be given to the other party. That notice must:
  - (1) set out the legal basis of the claim;
  - (2) set out the facts upon which the claim is based; and
  - (3) have annexed to it copies of correspondence and any relevant background material.
- (c) If the parties' project managers are unable to resolve the dispute or difference the subject of a written notice within 10 *business days* after that notice is given, either party may refer the dispute or difference to mediation.
- (d) Within 10 *business days* of the dispute or difference being referred to mediation, the parties will attempt to agree on a mediator. If they are unable to agree on a mediator within that time, the President of the Resolution Institute will appoint an ACDC accredited mediator.
- (e) Unless otherwise agreed by the parties and the mediator, the mediation must be held within 15 *business days* of the appointment of the mediator.
- (f) Unless otherwise agreed by the parties and the mediator, the mediation process will cease if the dispute has not been resolved within 20 *business days* of the appointment of the mediator.

## 22.4 Work under the contract

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

# 23 Next steps

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- (a) *Ausgrid's* obligations under this contract come to an end when the last of the *premises connection assets* to be *electrified* have been *electrified*, although its right to require *your ASP/1* to rectify any defect continue for three years after the relevant asset was *electrified*.
- (b) If the *connection* to the *premises* is new, it will be necessary for the *connection customer* to enter into a contract with a *retailer* for the supply of electricity to the *common property* at the *premises* prior to *electrification* of the *connection*.
- (c) If you as *connection customer* wish to arrange for the bulk *connection* of individual units at the *premises*, you must engage an *ASP/2* or *accredited metering provider* (whichever is accredited to install the type of meter you intend to install). The *ASP/2* should contact *Ausgrid* to enquire about bulk installation of meters.
- (d) The *connection* of individual *electrical installations* at the *premises* will be the subject of individual *connection offers*.

## 24 Miscellaneous

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### 24.1 Amendment

This contract may be amended by agreement in writing between the parties. The written agreement must be signed by representatives of the parties who have authority to bind the party they represent.

### 24.2 Entire understanding

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 contract; or
- (e) constitute any collateral agreement, warranty or understanding between the parties or with any other person.

## 25 Interpretation and governing law

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### 25.1 Interpretation

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

- (a) Words importing the singular include the plural and vice versa; and any gender includes the other genders;
- (b) When italicised, other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (c) A reference to a person includes a natural person, firm, unincorporated association, corporation, government body, statutory body or authority;
- (d) A reference to a person includes its legal personal representatives, successors and assigns;
- (e) A reference to legislation, a statute, ordinance, code or other law includes regulations, rules and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) A reference to a *real estate developer* includes the registered proprietor of relevant *land* and any contractor or subcontractor to that registered proprietor who is engaged in physical works on that *land* but does not include an *accredited service provider*;
- (g) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (h) A reference to “we” is a reference to *Ausgrid*;
- (i) A reference to “you” is a reference to the *connection customer*; and
- (j) Headings are for convenience only and do not affect interpretation.

### 25.2 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.

## 26 Dictionary

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### 26.1 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 bears the extended meaning given in clause 26.2.
- (b) For ease of reference, we offer the definitions set out in clause 26.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in this clause 26.2.

### 26.2 Dictionary

Subject to clause 26.1, the following words have the following meanings:

**accreditation scheme** means the Accredited Service Provider Scheme administered by Department of Industry, Resources and Energy in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW).

**accredited metering provider** means a person accredited by the Australian Energy Market Operator to install Type 1, 2, 3 and 4 meters.

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

**AEMO** means the Australian Energy Market Operator

**AER** means Australian Energy Regulator.

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

**ancillary service fees** under this contract are the fees payable in accordance with clause 20.

**ancillary services** are non-routine services provided to the *connection customer* on an as needed basis and for which *ancillary service fees* are payable.

**appendix** means an appendix to this contract.

**ASP** means an *accredited service provider*.

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

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

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

**augmentation** of a *distribution system* means work to enlarge the system or to increase its capacity to distribute electricity and **augmentation assets** refers to the assets resulting from the work.

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

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

(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4;  
being the operator of the *distribution system*.

**Ausgrid-funded assets** means *connection assets* or other assets that are included in the *certified design* and marked by *Ausgrid* as assets that *Ausgrid* requires and will fund.

**Ausgrid-funded assets works** means the work in performing the construction, installation and commission of *Ausgrid-funded assets*.

**Ausgrid material** means capital equipment suitable for use in *work under the contract* or the *Ausgrid-funded assets works*, which *Ausgrid* issues to *accredited service providers* or *accredited metering providers* and for which it does not impose a *connection charge*.

**Ausgrid's environmental, technical and safety requirements** means the requirements set out in clause 19.

**Ausgrid's GIS** (Geographic Information System) means *Ausgrid's* spatial information database, detailing electrical network connectivity and electrical asset location.

**Ausgrid's offered price** means the price *Ausgrid*, acting reasonably, has calculated is a fair price for the labour and capital costs of installing *Ausgrid-funded assets*. *Ausgrid's offered price* is set out in Item 4(b) of the *schedule to the certified design* and it may be varied in accordance with clause 8.4.

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

**authorisation agreement** means the agreement between *Ausgrid* and *your ASP/1* under which *Ausgrid* provides its *authorisation*.

**authority** means any Government or regulatory department, body, instrumentality, minister, agency or any other authority.

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

**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 is permitted under the terms of a *connection contract* to flow from the *distribution system* to an *electrical installation*.

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

**certified design** means a design of the *connection assets* which is prepared by an *ASP/3* and certified by *Ausgrid* in accordance with its Design Contract – Connection Assets and includes any amendments made by the *ASP/3* and subsequently re-certified by *Ausgrid* but does not include a design in relation to which *Ausgrid* has withdrawn certification.

**Code** means the 'Code of Practice for Contestable Works' administered by the NSW Department of Industry, Resources and Energy.

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

**connection** means a physical link between a *distribution system* and *premises* to allow the flow of electricity and **connect** has a corresponding meaning.

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

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

**connection application** means an application for a *new connection* or *connection alteration*.

**connection assets** means those components of the *distribution system* used to provide *connection services* and includes any *Ausgrid-funded assets*.

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

**connection contract** includes and for the purposes of this contract is *Ausgrid's Contract for ASP/1 Connections*.

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

**connection date** means the date the *connection* was established.

**connection details** means the items contained in the *schedule to the certified design*.

**connection offer** means the offer by *Ausgrid* to enter into the *connection contract*.

**connection offer summary** means the document of that name at the head of the *connection offer*.

**connection point** means the junction of conductors with the *electrical installation* at the *premises* as defined in the *Service and Installation Rules*. The *connection point* is also known in New South Wales as the *point of supply*.

**connection policy** means a document approved as a connection policy by the *Regulator* under Chapter 6, Part E of the *rules*, setting out the circumstances in which *connection charges* are payable and the basis for determining the amount of such charges. A copy of *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)

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

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

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

**contract notification letter** means the letter sent by *Ausgrid* to the *connection applicant* confirming the commencement of this contract in relation to an *expedited connection*.

**contract terms** means the document of that name sent to the *connection applicant* which, if the *connection offer* is accepted, are the terms and conditions of *Ausgrid's Contract for ASP/1 Connections*.

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

**CT meter** means a *current transformer meter*.

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

**dedicated connection assets** means *connection assets* used to *connect* the *premises* together with, if applicable, a small group of premises in the vicinity of the *premises*.

**deed of agreement** means either or both the Deed of Agreement for Lease or Deed of Agreement for Easement referred to in clause 4 of the contract.

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

**distribution network** means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to customers excluding any *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 system* and for the purposes of this document, 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 customers and includes any *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..

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

**electrical installation** has the meaning it is given from time to time in the Electricity (Consumer Safety) Act 2004 (NSW) and at the date of this offer 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** includes a licensed electrician, a licensed electrical contractor an *ASP* and an *accredited metering 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 apply electric current to the *premises connection assets* and *electrification* has a corresponding meaning.

**energy laws** includes (as applicable and as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules*, any rules, regulations and instruments made under the National Energy Retail Law or the National Electricity Law, the Electricity Supply Act 1995 (NSW) and Electricity (Consumer Safety) Act 2004 (NSW), all rules, regulations, instruments and plans made under or to comply with those Acts; The *Service and Installation Rules* and instruments made by *Ausgrid* as permitted under those rules; *Ausgrid's* Electrical Safety Rules; *Ausgrid's* Network Standards; and *Ausgrid's* plans made under the Electricity Supply (Safety and Network Management) Regulation 2014.

**EWON** means the NSW Energy and Water Industry Ombudsman.

**expedited connection** refers to the process set out in rule 5A.F.3 of the *rules*.

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

**fit for purpose** includes but is not limited to complying with the *certified design*, the *Service and Installation Rules* and *Ausgrid's* safety and technical requirements and being free of *major defects* and *minor defects*.

**force majeure event** has the meaning in clause 15.4.

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

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

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

**law** means any legislation, delegated legislation, regulations or any rules, instruments, notices or directions published by an *authority* including the *Code* and the *energy laws*

**LPI** means Land and Property Information New South Wales.

**major defect** means a defect in any *work under the contract* or the *Ausgrid-funded assets* which in *Ausgrid's* reasonable opinion is likely to make the work unsafe to *electrify* or leave *electrified*.

**minor defect** means a defect in any *work under the contract* or the *Ausgrid-funded assets* which in *Ausgrid's* reasonable opinion requires rectification but is not a *major defect*.

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

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

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

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



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

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

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

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

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

**Personal Property Securities Register** has the meaning given under the PPSA.

**PPSA** means the Personal Property Securities Act 2009 (Cth) and any regulation made at any time under that Act, including the Personal Property Securities Regulations 2010 (Cth) (each as amended from time to time).

**pioneer scheme** has the meaning given in clause 7.

**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 the *connection application* unless amended by *Ausgrid* in the *connection offer* or *contract notification letter*.

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

**preconditions to electrification** are the preconditions, set out in clause 15.3, that must be satisfied before *Ausgrid* will *electrify* the *premises connection assets*.

**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 section 1 of your *connection application*.

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

**premises controller** has the meaning given in clause 18.1.

**principal contractor** is defined in the Work Health and Safety Regulation (NSW) 2011.

**proposed date for commencement** means the date set out in Item 8 of the *schedule to the certified design*, as amended from time to time in accordance with this contract.

**proposed electrification date** means the date set out in Item 8 of the *schedule to the certified design*, as amended from time to time in accordance with this contract.

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

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

- (a) subdivision;

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

**rectification period** means three years from the date of *electrification* of the last of the *work under the contract* and the *Ausgrid-funded assets* to be *electrified*.

**red line survey plan** is defined in clause 4.7.

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

**registration demand** means a demand made by *Ausgrid* pursuant to clause 4.8(c).

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

**relevant instrument** means the instrument of lease or *easement instrument* for an *interest in land* capable of being registered by *LPI*.

**retail customer** means a person who purchases electricity from an electricity *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.

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

**Security Interest** has the meaning given under the PPSA.

**serious environmental breach** means an act or omission that has led or in *Ausgrid's* reasonable opinion may lead to an offence under any environmental legislation.

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

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

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

**service mains** means overhead or underground conductors between the *distribution system* and the *point of supply* at your *premises*. *Service mains* are owned by the *Network Owner* but leased to the *Network Lessee* and operated and maintained by *Ausgrid* under a sub-lease arrangement.

**site specific condition** has the meaning given in clause 1.5 and as contemplated by clause 33 of the *National Energy Retail Law (Adoption) Regulation 2013 (NSW)*.

**small customer** means a residential customer or a business customer who consumes electricity below the upper consumption threshold (which on 1 July 2013 was 100MWh per annum).

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

**standard connection services** means *connection services* provided by *Ausgrid* which facilitate and supplement the construction and installation of *premises connection assets*, *extensions* and other *distribution system assets* by *accredited service providers* and for the purpose of this *connection offer* means the services set out in clause 2.1.

**subsequent customer** means, in the context of a *pioneer scheme*, a *connection customer* who is liable to make a capital contribution to reimburse an *original customer* for a portion of the capital cost of electricity assets funded by the *original customer*.

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

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

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

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

**work under the contract** means, depending on context:

- (a) the *connection* assets shown in the *certified design*; or
- (b) work performed to provide the *connection* assets shown in the *certified design*,

including work performed by *Ausgrid* (as an ASP1) and by one or more *ASP/1s* but excluding the *Ausgrid-funded assets works* and **works under the contract** has an equivalent meaning.

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

# Appendix A – Explanation of the model standing offer – Standard connection services for contestable ASP/1 premises connections no greater than 11kV

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This Appendix provides information designed to assist prospective *connection customers* to understand *Ausgrid's* model standing offer to provide *standard 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.

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

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

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

This Appendix forms part of the model standing offer but to the extent of any inconsistency, the terms of the *connection offer* or *contract notification letter* sent to the *connection applicant* prevail.

## 1. Capital contributions by connection customers to the cost of network augmentation

*Ausgrid's* requirements in relation to contributions by *connection customers* to the cost of network augmentation are currently governed by the *AER Connection Charge Guidelines*.

Taken together, the *AER Connection Charge Guidelines* and *Ausgrid's connection policy* provide that:

- all customers are required to fund the construction or modification of all *premises connection assets* that must be provided in order for a new or altered *electrical installation* to be connected to the *distribution network*; and
- customers are entitled to refunds through a *pioneer scheme* administered by *Ausgrid* which provides that where a *connection customer* has funded an *extension* or *augmentation assets*, subsequent *connection customers* who make use of those *augmentation assets* must contribute to the cost of the assets.

## 2. Contestable connection services

In New South Wales, a person who is obliged to bear the capital cost of *connection* to an electricity network can choose<sup>6</sup> to have the necessary *connection assets* designed and installed or altered by an *accredited service provider* holding current accreditation under an *accreditation scheme* established by the Electricity Supply (Safety and Network Management) Regulation 2014.<sup>7</sup> The *accreditation scheme*, which establishes a competitive market for some physical connection works, is administered by NSW Trade and Investment. *Ausgrid* is also an *accredited service provider* and may offer these services in the competitive market.

Under the *accreditation scheme*, *connection customers* who are required to contribute to the cost of establishing a *new connection* for the *premises* or altering an existing one are able to retain *accredited service providers* to design and construct:

<sup>6</sup> Section 31, Electricity Supply Act (NSW) 1995.

<sup>7</sup> Part 3 of the Electricity Supply (Safety and Network Management) Regulation 2014.

- the *dedicated connection assets* by which their premises are connected to the distribution network; and
- the low voltage and high voltage network assets that need to be added so that there is sufficient capacity in the network to provide the premises (including newly subdivided lots) with the electricity capacity that *Ausgrid* has agreed provide.

There are three levels of accreditation for the performance of *contestable connection services* in New South Wales:

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, the disconnection and reconnection of electricity to enable work to be carried out on an *electrical installation*, and *electrifying* installations.

Level 3 (*ASP/3* or *accredited designer*) involves the contestable design of electrical *distribution systems*.

A list of level 1, 2 and 3 *ASPs* may be obtained from NSW Trade and Investment:

<http://www.resourcesandenergy.nsw.gov.au/energy-supply-industry/pipelines-electricity-gas-networks/network-connections/contestable-works>

The work required under this contract is to be done by an *ASP/1*. *Ausgrid* authorises *ASPs* to work on or near the *distribution network*. It will require *your ASP/1* and its employees and subcontractors to obtain and maintain *authorisation* in accordance with the requirements of the *authorisation agreement*.

### 3. The Electricity Supply Act

The Electricity Supply Act 1995 (NSW) governs the respective rights and obligations of *Ausgrid* and customers in matters relating to:

- the placement of *distribution network* assets on a customer's *premises*;
- the need for a substation on a customer's *premises*; and
- *Ausgrid's* right to impose technical and *safety requirements* in relation to the customer's *electrical installation*.

Sections 26 and 27 of the Electricity Supply Act empower *Ausgrid* to determine the location and installation standards of whatever service lines and service equipment are needed in connection with the provision of a safe and efficient supply of electricity to or from an *electrical installation*. *Service mains* and service equipment are operated and maintained by *Ausgrid*.

Section 30 of the Electricity Supply Act and regulations made under that Act<sup>8</sup> empower *Ausgrid* to impose technical and safety requirements in relation to any *electrical installation* connected to its *distribution system* in order to ensure the safe operation of both the *distribution system* and the *electrical installation*.

The *electrical wiring work* needed to install and maintain your *electrical installation* is regulated under the Electricity (Consumer Safety) Act 2004 (NSW) and the Electricity (Consumer Safety) Regulation 2015. *Electrical wiring work* may only be done by a 'qualified person' who is licensed under the Home Building Act 1989 (NSW) to do *electrical wiring work* without supervision.<sup>9</sup>

### 4. Where the design includes a substation on the premises

Section 28 of the Electricity Supply Act 1995 (NSW) provides that where the electrical *capacity* required by a *connection customer* exceeds that which can be provided by a service line from the *distribution network service provider's* street mains and can best be made available by installing transformers, switchgear or other equipment on the *premises* to be supplied, the *distribution network service provider* may require the customer to provide, free of cost, a place within the *premises* where the *distribution network service provider* can accommodate the transformers, switchgear and other equipment it needs to install to provide the permitted *capacity*.

<sup>8</sup> *Ausgrid's* Customer Installation Safety Plan made under the Electricity Supply (Safety and Network Management) Regulation 2014.

<sup>9</sup> 'Qualified person' is defined in clause 3 of the Electricity (Consumer Safety) Regulation 2015

Where *Ausgrid* has indicated at the design stage that it is unable to provide the *capacity* required for the *premises* by means of a *service line* from its street mains, the *certified design* must include provision for an on-site substation.

Where *Ausgrid* requires the registered proprietor of the land (i.e the owner of the *premises*) to grant leases or easements (or both) to the *Network Owner* in respect of *distribution network* cables and substation on the *premises*, the details of the required property rights are set out in *Ausgrid's schedule to the certified design*.

Conditions of contract relating to *Ausgrid's* requirements for property rights where assets are placed on the *premises* in accordance with section 28 of the *Electricity Supply Act* are set out in clauses 4 and 5 of the *connection contract*.

## 5. Asset ownership

When the *premises* are *connected* to the *distribution network*, the new *premises connection assets* and the new network assets become components of the *distribution system*, and from the moment they are *electrified*, they are owned by the *Network Owner* but leased to the *Network Lessee* and operated and maintained by *Ausgrid* under a sub-lease arrangement.<sup>10</sup>

*Consumer's mains* leading from an on-site substation to the main switchboard at the *premises* and the switchboard itself remain the property of the customer.

## 6. Ausgrid's connection charges

*Ausgrid* fees and charges for the services it delivers in relation to a *connection offer* or *connection contract* are set out in Items 6 and 8 of the *schedule to the certified design*. The regulatory basis for those fees is explained below.

### Charges for alternative control services

Some of *Ausgrid's* *connection services* are *alternative control services*. Fees for *alternative control services* are charged by *Ausgrid* at rates set by the *regulator*. These fees are adjusted from year to year.

Details of *connection charges* (other than *network charges*) are available on *Ausgrid's* website at [http://www.ausgrid.com.au/~media/Files/Connections/Standard\\_Connection\\_Charges.pdf](http://www.ausgrid.com.au/~media/Files/Connections/Standard_Connection_Charges.pdf).

### Site Inspection Fee

Chapter 5A.D.4 of the *rules* permits *Ausgrid* to charge you for its reasonable costs if it needs to make a site inspection to determine the nature of the *connection services* you have sought. If *Ausgrid* has made such an inspection, its costs are set out in Item 6 of the *schedule to the certified design*.

## 7. Pioneer schemes

In accordance with the *AER Connection Charge Guidelines*, *Ausgrid* establishes and administers *pioneer schemes* for *customers* who have made capital contributions to the cost of *distribution network extensions and augmentation*. The scheme applies to refund the *original customer* to the extent that further *customers* who *connect* to the *distribution network* within seven years of the original *connection* are obliged to contribute to the scheme. The *original customer* is progressively reimbursed as further *customers* join, until the total refunds paid into and out of the scheme equal the amount of the original capital contribution adjusted for inflation.

If you are (or the *connection customer* you represent, is) either the first or a *subsequent customer* in a *pioneer scheme*, the obligation to contribute to the scheme is condition of contract under clause 7 of the *connection contract* and the details of the contribution you are required to make is set out in Item 8 of the *schedule to the certified design*.

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*. 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).

<sup>10</sup> Customers are entitled to retain ownership of assets that they fund, but *Ausgrid* does not make this *model standing offer* where customers elect to do so.

# Appendix B – Template for Table of Critical Dates

## Template for Table of Critical Dates

Version \_\_\_\_\_ Date \_\_\_\_\_

CRITICAL DATE DESCRIPTION	DATE
<p><b>ASP/1 start</b>            Anticipated start date of electrical construction work by the <i>ASP/1</i> on site.            Connection Applicant to advise Ausgrid when date is known from the <i>ASP/1</i>.</p>	<p><b>XX/XX/XXXX</b></p>
<p><b>ASP/1 complete</b>            Anticipated completion date of electrical construction work by the <i>ASP/1</i> on site.            Connection Applicant to advise Ausgrid when date is known from the <i>ASP/1</i>.</p>	<p><b>XX/XX/XXXX</b></p>
<p><b>Final electrification requested – 6 weeks prior to date for electrification</b>            At this date, the following (as applicable) must be complete to <i>Ausgrid's</i> satisfaction</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Valid Operator Request Forms (ORF) submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Valid Technical Equipment Inventory (TEI) sheets submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Valid substation testing sheets submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Submission of preliminary main switchboard (MSB) drawings and site diagram to <i>Ausgrid</i></li> <li><input type="checkbox"/> Submission of preliminary private installation protection grading curves &amp; circuit breaker settings to <i>Ausgrid</i></li> <li><input type="checkbox"/> Submission of preliminary Installation Safety Management Plan (ISMP)</li> <li><input type="checkbox"/> Submission of preliminary hazardous area dossier for private installation</li> <li><input type="checkbox"/> <i>Deed of agreement</i> executed (unless waived under clause 4.4a)</li> </ul>	<p><b>XX/XX/XXXX</b></p>

<p><b>Ready for electrification – 2 weeks prior to date for electrification</b>  At this date, the following (as applicable) must be complete to <i>Ausgrid's</i> satisfaction</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All works by <i>your ASP/1</i> completed</li> <li><input type="checkbox"/> Rectification of non conformance(s) by <i>ASP/1</i></li> <li><input type="checkbox"/> Submission of <i>ASP/1</i> statement of compliance (Annexure 3 of the <i>authorisation agreement</i>)</li> <li><input type="checkbox"/> Submission of Connection Customer Statement of Payment</li> <li><input type="checkbox"/> Valid <i>red line survey plan</i> submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Payment of all outstanding connection charges</li> <li><input type="checkbox"/> Proof of lodgement of appropriate easements/leases (unless waived at <i>Ausgrid's</i> sole discretion)</li> <li><input type="checkbox"/> Certificate of Title lodged at LPI (unless waived under clause 4.8)</li> <li><input type="checkbox"/> Final main switchboard (MSB) drawings and site diagram submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> MSB and consumer mains installation complete on site ready for inspection and electrification.</li> <li><input type="checkbox"/> Final protection grading curves and circuit breaker settings submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Valid Current Transformer (CT) Metering form(s) submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Valid Certificate of Compliance for Electrical Work (CCEW) and Notice of Service Work (NOSW) forms (as applicable) submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Retail contract in place</li> <li><input type="checkbox"/> Final Installation Safety Management Plan (ISMP) submitted to <i>Ausgrid</i></li> <li><input type="checkbox"/> Submission of final hazardous area dossier for private installation</li> <li><input type="checkbox"/> Valid pioneer scheme acceptance form submitted to <i>Ausgrid</i>.</li> <li><input type="checkbox"/> Payment of <i>pioneer scheme</i> amount</li> <li><input type="checkbox"/> Return of signed Deed of Guarantee of Minimum Revenue along with bankers guarantee</li> </ul>	<b>XX/XX/XXXX</b>
<p><b>Electrification</b>  The date the <i>ASP/1</i> works and installation are <i>electrified</i>.</p>	<b>XX/XX/XXXX</b>

Note:

Prior to or at the pre-construction meeting, you must ensure that *your ASP/1* submits to *Ausgrid* a Table of Critical Dates in accordance with this Appendix B, recording all critical dates relevant to the *electrification of works under the contract*. For further details see clause 9.3.

In completing this template, *your ASP/1* should note that the execution of *deeds of agreement* (cl 4.4) and easement/lease plans and instruments (cl 4.7) can take 4 weeks for *Ausgrid* and the *Network Owner* to review and execute. *Your ASP/1* must allow for this processing in its scheduling.



# Appendix C – Schedule to the Certified Design

SCHEDULE TO THE CERTIFIED DESIGN		Project Number :SCXXXXX	
<b>1. CONNECTION CUSTOMER</b>			
<b>2. PREMISES ADDRESS</b>			
<b>3. THE CONNECTION</b>			
Maximum Capacity of the <i>Connection</i> (ie maximum permitted current draw)		XXXX Amps.	
<i>Point of Common Coupling</i>		(substation XY12345 low voltage busbar), (Low voltage network at pole/pillar number XY12345 )	
<i>Connection Point</i> ( i.e. point of supply );		(substation XY12345 low voltage busbar), (Premises pole/pillar number 'A'/MSB/POA )	
<b>4. LEASES AND EASEMENTS REQUIRED BY AUSGRID:</b> The leases and easements shown in the certified design			
<b>5. PREMISES CONNECTION ASSETS</b>			
(a) Funded by the <i>connection customer</i> undertaken by the <i>ASP/1</i>		All works depicted in the <i>certified design</i> that are not included in 5(b) or 5(d) below.	
(b) Funded by <i>Ausgrid</i> undertaken by the <i>ASP/1</i>		(Supply and installation of .....)/(Supply only ...)/(Installation only ...)/(Trenching from .. to ...)/(Spare conduit)/(Low voltage Interconnector)/(Streetlighting bracket/luminaire) etc	
(c) <i>Ausgrid's</i> payment to <i>your ASP/1</i> if it undertakes works in 5(b) ( incl GST)		\$XXXX,XXXX.XX	
(d) Funded by <i>Ausgrid</i> undertaken by <i>Ausgrid</i> .		(Insert AG undertaken work if any. Do not include monopoly works) (Terminate LV cable in substation)/(Install HV cable in zone substation yard)/(Jointing of pilot cable)/(Joints in city pits)/(funding of recoverable portion of kiosk substation)/(supply ZZZkVA transformer/RMCB/protection panel to site/store). etc	
<b>6. AUSGRID'S CONNECTION RELATED ANCILLARY SERVICES</b> ( incl GST) <small>The fees quoted below are <i>Ausgrid's</i> estimates of the expected charges. If additional services are required additional charges are applicable in accordance with the connection contract.</small>			
Standard Offer -ASP1 Connection:	\$XX,XXX	Access Permit*	\$XX,XXX
Contestable Process Facilitation	\$XX,XXX	Clearance to Work*	\$XX,XXX
Property Services	\$XX,XXX	Inspection (ASP/1 Grade A)	\$XX,XXX
Customer Interface Coordination	\$XX,XXX	Inspection (ASP/1 Grade B)	\$XX,XXX
Notification of Arrangement	\$XX,XXX	Inspection (ASP/1 Grade C)	\$XX,XXX
Administration	\$XX,XXX	Substation Commissioning	\$XX,XXX
Reinspection*: (per hour)	\$XXX per hour	Supply temporary connections	\$XX,XXX
* If this service is required more than once, you will incur this fee on each occasion			
<b>7. TIMEFRAMES FOR CONNECTION SERVICES AND WORKS</b>			
Timeframes for connection will be developed by your <i>ASP/1</i> and accepted by <i>Ausgrid</i> in accordance with clause 9.3 of the connection contract. A Table of Critical Dates will be annexed to the contract.			

**SCHEDULE TO THE CERTIFIED DESIGN****Project Number :SCXXXXX****8. PIONEER SCHEME**

Does a pioneer scheme apply?		Commencement date of scheme :	
Is connection customer the original customer?		If no, connecting customer is scheme member number:	
New scheme applies to	(HV / LV / Substation)	Connection customer's required contribution:	\$XX,XXX

**9. DEED OF GUARANTEE OF REVENUE**

Is a deed of guarantee of minimum revenue required for connection assets constructed by or on behalf of <i>Ausgrid</i> in accordance with clause 6		
Amount of security required:	\$XXX,XXX.XX	Security must be provided in the form of a bank guarantee by an Australian bank.

# Appendix D – Connection Application

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*Ausgrid to attach connection application*