

Model Standing Offer

Standard Connection Services – Ausgrid augmentation (substation upgrade) works



Important notes:

1. To accept this *connection offer*, please return the enclosed Acceptance Form to *Ausgrid* within 45 *business days* of the date of the offer.
2. If you have applied for an *expedited connection* and *Ausgrid* agrees that the model standing offer you have nominated is appropriate, you do not have to accept *Ausgrid's connection offer*. Instead, *Ausgrid* sends a *contract notification letter* to confirm that the *connection contract* is already in place.
3. Significant changes to the laws concerning metering of electrical supply took effect on 1 December 2017 under the 'Power of Choice' reforms. As a result Ausgrid will no longer be permitted to perform the obligations concerning metering that are set out in this approved Model Standing Offer. Instead, any metering services that you require will generally now be arranged through your electricity Retailer. Shortly we will publish amended Model Standing Offers that have been approved by the Australian Energy Regulator that reflect the Power of Choice changes.

Further details regarding the Power of Choice reforms are available on our website.

Connection Offer Summary

The connection offer process¹

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

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

Ausgrid's *connection offer* is an offer to enter into a *connection contract*. 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 an *expedited connection*, on the date *Ausgrid* receives the *connection application*. 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.

Where *Ausgrid* determines that its model standing offer for **standard connection services – augmentation (substation upgrade) works** applies to your proposed or existing *connection*, it makes a *connection offer* in the form of this document.

This is the model standing offer we use when you have applied for a *connection alteration* where:

- the appropriate *connection capacity* will be provided from an existing substation or substations on the *premises*;
- before the *connection* can be *electrified*, the *distribution network* must be *augmented* and the *augmentation* works will include a *capacity* increase to one or more on-site substations and associated *distribution network* assets; and
- *Ausgrid* will design and construct all *augmentation* work at its cost.

The *connection services* required for this kind of *connection* are *standard connection services*.

Interests in land for distribution 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. 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 creation and registration of appropriate *interests in land* in favour of the *Network Owner* for existing and new *distribution network* assets will be a condition of *connection*.³

Ausgrid may modify connection details proposed in the connection application

Ausgrid may require some modifications to the *connection details* you have requested. 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 have applied 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*.

If you wish to know beforehand:

- what *connection capacity* *Ausgrid* will agree to;

¹ All words in italics are defined in the Dictionary at clause 22 of the *connection contract* that forms part of this offer.

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

³ See section 28 of the Electricity Supply Act 1995 (NSW).

- whether a site inspection will be needed and if so, what the *site inspection fee* will be; or
- whether *Ausgrid* will require the land owner to grant a lease or leases and/or an easement or easements to the *Network Owner* for the existing *distribution network* assets on the *premises*,

you may make a preliminary enquiry before submitting the *connection application*. A fee applies in relation to making a preliminary enquiry. Details of fees are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~/-/media/Files/Connections/ConnectionCharges.pdf>.

Please note, that *Ausgrid* may require further *interests in land* (i.e. leases and easements) be granted to the *Network Owner* after this contract commences if it establishes that for the purpose of providing the *connection* applied for, it will need to relocate any of the existing *distribution network* assets or install new ones on the *premises*. 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.

The maximum *capacity* approved by *Ausgrid* may be revised by *Ausgrid* downwards after two years if the maximum *capacity* has not been achieved and *Ausgrid* requires the unused *capacity* to relieve a *network constraint*. By accepting this *connection offer*, 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*.

Retail contract

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

Documents forming the connection contract

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

- the *connection offer* and acceptance, which you will receive if you have not requested an *expedited connection*. If you wish to proceed with the *connection* on the terms offered by *Ausgrid*, you must accept *Ausgrid's* *connection offer* within 45 *business days* of the date the offer was made; or
- a *contract notification letter* which *Ausgrid* sends if you have requested an *expedited connection* and where applicable, sets out any modifications to one or more of the *connection details* in your *connection application*.

Some conditions of contract continue after electrification

At the same time as the *connection contract* commences another contract known as *Ausgrid's* Deemed Standard Connection Contract is also formed. That contract establishes the terms and conditions upon which *Ausgrid* will provide ongoing *connection services* once the *connection* is established and *electrified*.

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

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.

Connection Charges

By entering into this *connection offer*, you agree that we will either bill you or your *electrical professional* on your behalf for *connection charges*. In circumstances where a *retailer* has made the *connection application* on your behalf, we have agreed with your *retailer* that we will bill you directly for *connection charges*. In all arrangements, you are responsible for paying the *connection charges*.



Offer to Provide Standard Connection Services – Ausgrid augmentation (substation upgrade) works

Connection Offer

NMI:

Premises address:

This offer is made on _____ day of _____ 20

By Ausgrid of 570 George Street, Sydney NSW

to the *connection applicant* named in the *connection application* received by Ausgrid on _____ in respect of the *premises* referred to above

Ausgrid has determined that the *connection service* applied for is a *standard connection service*. This offer is an offer to provide *standard connection services* on the terms set out in the attached Contract for Standard Connection Services – Ausgrid augmentation (substation upgrade) works (the *connection contract*) and is open for acceptance for 45 *business days*.

Ausgrid will need to upgrade [an existing substation] [existing substations] on the *premises*.

Please see Appendix A for an explanation of the regulatory background to this requirement.

See also clauses 2.5, 14 and 15 of the *connection contract*.

[The *connection details* for this contract are the details in your *connection application*] [The *connection details* have been determined by Ausgrid and are set out in the items below:]

The permitted maximum *capacity* of the *connection* is _____ Amps which Ausgrid may revise downwards after two years if the maximum *capacity* has not been achieved in order to relieve a *network constraint*. See also clause 4.2 of the *connection contract*. 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.

The *connection point* will be on a panel on the low voltage board in a substation on the *premises*.

The *point of common coupling* will be the same as the *connection point*.

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

In accordance with clause 8, Ausgrid will either bill you or your *electrical professional* on your behalf for *connection charges*. You are responsible for the payment of those *connection charges*.

It is a *precondition of connection* that the customer make a contribution of \$* _____ to the *pioneer scheme* referred to in clause 8.5 of this contract.

Ausgrid determines the maximum allowable *capacity* of the *connection* and may revise the permitted *capacity* downwards after two years if the maximum has not been achieved. See the maximum *capacity* stated above and refer also to clause 3 of the *connection contract*.

This offer does not relate to *relocation works*. See clause 3.9 of the *connection contract*. If you have indicated in your *connection application* that you wish to relocate existing *distribution network assets*,

Ausgrid will notify you separately whether it will accept your request and allow the *relocation* to proceed and any conditions attached to that *relocation*.

This *connection* will expire if not completed after twelve months and a new *connection application* will need to be submitted, see clause 20.4(e).

Acceptance of Connection Offer



Standard Connection Services – Ausgrid augmentation (substation upgrade) works

NMI:

Premises:

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

Signed by the connection applicant

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

Name of *Connection Applicant* _____

Full name of signatory _____

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

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

Signature _____

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

Date Ausgrid received acceptance form:

NMI:
Premises address:
Date:



[name and address of connection applicant]

Dear Connection Applicant

Contract notification letter:
Contract for expedited standard connection services –
Ausgrid augmentation (substation upgrade) works

Ausgrid is pleased to inform you that it has approved your *connection application* dated [insert] in respect of the *premises* referred to above.

The services that you have applied for are *standard connection services*.

Ausgrid provides *connection services* of the kind required for this *connection* in accordance with our standard *connection contract* known as **Contract for standard connection services - Ausgrid augmentation (substation upgrade) works**. You have elected for an *expedited connection* in your *connection application* and you consider that this model standing offer is acceptable. *Ausgrid* agrees that this is the appropriate contract. Therefore, in accordance with the provisions of Chapter 5A of the *National Electricity Rules*, this contract commenced on the date *Ausgrid* received your *connection application*.

[The *connection details* for this contract are the details in your *connection application*] [The *connection details* have been determined by *Ausgrid* and are set out in the items below:]

The permitted maximum *capacity* of the *connection* is Amps. *Ausgrid* may revise the maximum *capacity* downwards after two years if the maximum has not been achieved in order to relieve a *network constraint*. See also clause 4.2 of the *connection contract*.

The *connection point* will be on the low voltage board of an existing substation on the *premises*.

The *point of common coupling* will be the same as the *connection point*.

Ausgrid determines the maximum allowable *capacity* of the *connection* and may revise the permitted *capacity* downwards after two years if the maximum has not been achieved. See clause 3 of this contract.

Ausgrid and the *connection customer* are the parties to this contract. If you have applied for the *connection* on behalf of another person who requires the *connection*, you have entered into this contract as that person's agent.

Please note that the Contract for standard connection services – Ausgrid augmentation (substation upgrade) works permits *Ausgrid* to:

- increase the *capacity* of an existing substation or substations and associated equipment at the *premises*;
- require the *connection customer* to grant to the *Network Owner* or if the *connection customer* is not the registered proprietor obtain from the registered proprietor of the *premises* in favour of the *Network Owner*:
 - (a) the grant of a lease;
 - (b) the extension of the term of an existing lease for any existing or new chamber substation on the *premises* and/or;
 - (c) grant an easement or easement for any existing or new cables on the *premises*;
- require you to assist *Ausgrid* to register the *interests in land* referred to above before *Ausgrid* commences its *augmentation* works or at the latest, before the *connection* is *electrified*; and
- require additional registered leases or easements in favour of the *Network Owner* if *Ausgrid's* design for its *augmentation* works involves relocating existing *distribution network* assets on the *premises* or if during the works it becomes aware of the presence of additional existing *distribution network* assets on the *premises*.

Please note that before a *new connection* is *electrified*, the *retail customer* who will be using electricity at the *premises* will be required to enter into a *retail contract* with an electricity *retailer* if one is not already in place. The *National Metering Identifier (NMI)* at the top of this letter should be provided to the *retailer*.

Ausgrid will not issue a job number until the chosen *retailer* notifies *Ausgrid* that a *retail contract* has been entered into. The job number authorises the release of a suitable meter to your *accredited metering provider* and can be used to pick up a meter from *Ausgrid*.

This contract does not relate to *relocation works*. If you have indicated in your *connection application* that you wish to *relocate* existing *distribution network* assets, *Ausgrid* will notify you separately whether or not it will permit the *relocation*. See clause 3.9 of the *connection contract*.

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

In accordance with clause 8, *Ausgrid* will either bill you or your *electrical professional* on your behalf for *connection charges*. You are responsible for the payment of those *connection charges*.

It is a *precondition* of *connection* that the customer make a contribution of \$* _____ to the *pioneer scheme* referred to in clause 8.5 of this contract. This sum must be paid before the *connection* is *electrified*.

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

Yours faithfully

.....(signature)

..... (position)



Contract for standard connection services – Ausgrid augmentation (substation upgrade) works



SCOPE

This is a contract between *Ausgrid* and a *connection customer* who has applied for a *connection alteration* and before the altered *connection* can be *electrified*, the *distribution network* must be *augmented*. *Ausgrid* will do the *augmentation* works, which will include a *capacity* increase to one or more on-site substations.

WARNING

It is the responsibility of the user of this document to ensure that the current version is 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	October 2013	Mgr Connection Policy	Format changes.
3	June 2014	Chief Engineer	Approved by AER
4	10 December 2015	Chief Engineer	2015 AER Approved MSO
5	1 December 2016	Manager - Network Risk and Planning	Updates to reflect Ausgrid lease transaction

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Approved by the AER on 25 November 2016

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THIS CONTRACT IS:

BETWEEN

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

AND

THE CONNECTION CUSTOMER identified in the *connection application* (the *connection customer*)

Background

- A. The *connection applicant* has applied to *Ausgrid* for a *new connection* or *connection alteration* between the *distribution network* and the *premises*.
- B. *Ausgrid* has determined that its Model Standing Offer to Provide **standard connection services – Ausgrid augmentation (substation upgrade) works** is applicable to the requested *connection* and it has made an offer to enter into this contract in accordance with that model standing offer.
- C. The *connection applicant* has accepted the offer on behalf of the *connection customer*, either by completing and returning to *Ausgrid* the acceptance of connection offer form, or by requesting an *expedited connection* and indicating in the *connection application* that the model standing offer referred to above is acceptable.

Operative provisions

1 The contract

1.1 Defined terms

All terms in italics are defined in the Dictionary at clause 22.

1.2 What constitutes the connection contact?

This contract relates to establishing a *connection* between the *distribution system* and the *premises* referred to in the *connection application*. It consists of:

- (a) the *connection offer summary*;
- (b) clauses 1 to 21 inclusive of this document;
- (c) the appendices to this document;
- (d) the *connection application*;
- (e) where an *expedited connection* has not been requested, the *connection offer*; and
- (f) where the *connection applicant* has requested an *expedited connection* and indicated that *Ausgrid's* model standing offer to provide standard connection services – Ausgrid augmentation (substation upgrade) works is acceptable, *Ausgrid's contract notification letter*.

1.3 Commencement date

This *connection contract* commences:

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

1.4 The connection applicant and the connection customer

- (a) This contract is between *Ausgrid* and the *connection customer* (also referred to in this contract as “you” where convenient).
- (b) If you (the *connection customer*) have authorised another person to make the *connection application* and accept the *connection offer* on your behalf, that person (referred to in this

contract as the *connection applicant*) has made the application and accepted the *connection offer* as your agent.

1.5 Ausgrid's Deemed Standard Connection Contract

- (a) On the same date as this contract commences, another contract, known as *Ausgrid's Deemed Standard Connection Contract*, is also formed. It is a standard form contract containing the model terms and conditions for *connection contracts* set out in Schedule 2 of the National Energy Retail Rules.
- (b) The Deemed Standard Connection Contract establishes the terms on which *Ausgrid* will provide ongoing services to the *retail customer* at the *premises* once the *connection* is established. It applies when the *retail customer* begins to take supply of electricity.
- (c) Some of the terms and conditions of this contract are continuing obligations which means that the *retail customer* for the *premises* must comply with these terms and conditions after the *connection* has been *electrified*. The obligation to comply with these terms and conditions is contained in clause 3.3 of *Ausgrid's Deemed Standard Connection Contract* and are additional terms of that contract.

1.6 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*. We have identified those conditions in this contract.

2 Connection customer's warranties

2.1 The connection application

- (a) As the *connection customer*, you warrant that you:
 - (1) are aware of the terms and conditions of this contract; and
 - (2) if you are not the *connection applicant*, 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; and
 - (3) if you are not the *connection applicant*, 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, *Ausgrid* may terminate this contract.

2.2 The importance of early consultation with Ausgrid

You acknowledge that *Ausgrid's augmentation works* 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 design, install and *electrify* the necessary *augmentation works* by the date you wish to receive the amended supply you have requested.

2.3 Time to design and perform network augmentation

You acknowledge that if you or your agents fail to comply with any provision of this contract that relates to *Ausgrid's performance of its connection services*, *Ausgrid* may rely on clause 18.1 to cease providing you with *connection services* under this contract.

2.4 Your obligation to select and install appropriate equipment

- (a) You acknowledge and agree:
 - (1) if you or your *electrical professionals* install equipment that, after *connection*, causes interference or damage to the electricity equipment that we operate or to the electricity

we supply to any customer, *Ausgrid* may *disconnect* the *premises* and require the equipment causing the interference to be rectified at your cost;⁴

- (2) 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;
 - (3) 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
 - (4) that *Ausgrid* may *disconnect* the *premises* if after the *connection* is *electrified* you do not comply with *Ausgrid's* reasonable requirements under this clause.
- (b) 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 Your obligation to grant or obtain registered leases or easements

You acknowledge and agree that before *Ausgrid* commences its provision of *standard connection services* under this contract other than the services referred to in clauses 5.1(b)(1) and (2), you will grant or, if you are not the registered proprietor of the *premises*, make all reasonable endeavours to ensure that the registered proprietor grants the *Network Owner interests in land* for all existing *electricity works* on the *premises* for which no lease or easement has been registered with *LPI*.

Clauses 14 and 15 apply if *Ausgrid* requires that *interests in land* be granted in favour of the *Network Owner*.

3 The connection

3.1 Description of connection

- (a) This contract is concerned with establishing a new *connection* or altering an existing *connection* between the *distribution system* and the *electrical installation* at the *premises* identified in the *connection application*.
- (b) Before the *electrical installation* can be supplied with the electrical *capacity* applied for, the *distribution system* must be *augmented*, including by increasing the *capacity* of an existing substation on the *premises*.
- (c) A *connection* is a physical link that allows electricity to pass from the power lines that we operate to the *premises* at a *connection point*, which is the point at which the *distribution system* ends and the *electrical installation* begins.
- (d) *Ausgrid* will do the necessary *distribution network augmentation* works at its own cost, either by extending the geographic footprint of the network or by increasing its *capacity*, or both.
- (e) Although the *energy laws* generally require the *connection customer* to fund new or altered *premises connection assets* before a new or altered *connection* can be made, in this contract *Ausgrid* provides and funds those assets because its *augmentation* works include increasing the *capacity* of an existing substation on the *premises*.
- (f) The *connection customer* funds, owns and maintains the *electrical installation* and the *connection link*. The *electrical installation* includes *consumer's mains*.

3.2 The connection application contains the connection details

- (a) The details in the *connection application* are the *connection details* for this contract unless *Ausgrid* has decided on different *connection details* and stated them in the *connection offer* or *contract notification letter*.

⁴ Clause 7, *Ausgrid's* deemed standard connection contract.

- (b) If prior to the date of *connection* there is any change to the *connection* proposed in the *connection application*, you must make a new *connection application*.
- (c) You must ensure that the *connection* complies in all respects with the *connection details*.
- (d) If a *connection* has been established and/or maintained otherwise than in accordance with the *connection details*, or if this clause is breached or *Ausgrid*, acting reasonably, considers that it may be breached, *Ausgrid* may:
 - (1) *disconnect* the *premises* in accordance with the *energy laws*; and/or
 - (2) terminate the contract in accordance with clause 19.4.
- (e) Unless *Ausgrid* has amended the *connection details*, the *connection applicant* warrants that at the time of acceptance of the *connection offer*, the *connection details* set out in the *connection application* are accurate.
- (f) This clause 3.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract

3.3 Maximum capacity of connection

- (a) In determining the *capacity* of the *connection*, *Ausgrid* takes into consideration the proposed maximum demand of the *premises* as set out in the *connection application*, but due to *distribution system* planning and operational reasons, it may not agree to the *capacity* applied for.
- (b) Subject to clause 4, the maximum *capacity* of the *connection* at the *connection point* is as stated in the *connection offer* or the *contract notification letter*.
- (c) This clause 3.3 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

3.4 Maximum capacity of connection for multi-occupant premises

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

Common service connection

- (b) Where the *connection* is a common service connection, the maximum *capacity* of the connection is as specified in the *connection details* unless the *contract notification letter* or *connection offer* specifies a different *capacity*.
- (c) The *connection customer* for the common service connection must ensure that the maximum *capacity* of the common service connection is not exceeded due to the *connection* of other *premises* to the *distribution system* through the common service connection.
- (d) When *Ausgrid* approves *connections* to the *distribution system* through the common service connection, *Ausgrid* assumes that the maximum *capacity* will not be exceeded and that the *connection customer* for the common service connection will take reasonable steps to ensure that other *retail customers* connected to the common service connection do not exceed the maximum *capacity* of the common service connection.

Connection through a common service connection

- (e) Where the *connection* is not a common service connection but is connected to the *distribution system* through the common service connection, the maximum *capacity* of the *connection* is specified in the *connection application* unless the *contract notification letter* or *connection offer* specifies a different *capacity*.
- (f) The *connection applicant* acknowledges that the *connection applicant* has taken into account the maximum *capacity* of the common service connection in making its *connection application*. *Ausgrid* can provide details of the maximum *capacity* of the common service connection on request or otherwise the details can be obtained from the person responsible for the common service connection.

- (g) The maximum *capacity* of the *connection* is subject to the maximum *capacity* of the common service connection not being exceeded.
- (h) The *connection customer* for the *connection* connected to the *distribution system* through the common service connection must take reasonable steps to ensure that the maximum *capacity* of the common service connection is not exceeded.
- (i) This clause 3.4 is an additional term of *Ausgrid's Deemed Standard Connection Contract* in accordance with clause 3.3 of that contract.

3.5 Connection point

- (a) In determining the *connection point*, *Ausgrid* takes into consideration the connection point proposed in the *connection application* but because the connection will be made at a substation on the premises, the *connection point* is determined in accordance with the *Service and installation rules* and is at the *electrical installation* side of the low voltage circuit terminals situated within the substation.⁵
- (b) *Ausgrid*, acting reasonably, has determined the *connection point* that it will permit in order to ensure a safe and reliable supply of electricity to the *premises* as you have describe them in the *connection application*.
- (c) The *connection point* is the point stipulated in the *connection offer* or *contract notification letter* unless *Ausgrid* stipulates a different *connection point* in the *connection offer* or *contract notification letter*.
- (d) This clause 3.5 is an additional term of *Ausgrid's Deemed Standard Connection Contract* in accordance with clause 3.3 of that contract.

3.6 Point of common coupling

- (a) In determining the *point of common coupling*, *Ausgrid* takes into consideration the *point of common coupling* proposed in the *connection application*, but due to *distribution system* planning and operational reasons, it may not agree to the *point of common coupling* applied for.⁶
- (b) If the *point of common coupling*, is different from that applied for in the *connection application*, the *point of common coupling* is the point stipulated in the *connection offer* or *contract notification letter*.
- (c) For the purposes of this contract the *point of common coupling* is identical with the *connection point*
- (d) This clause 3.6 is an additional term of *Ausgrid's Deemed Standard Connection Contract* in accordance with clause 3.3 of that contract.

3.7 Premises connection assets to be installed by the ASP/2 or accredited metering provider

- (a) A suitable meter (if required) will be installed by an *ASP/2* or *accredited metering provider*
- (b) The *connection customer* must retain an *electrical professional* to install *consumer's mains* leading from the *connection point* at the on-site substation to the main switchboard. To avoid doubt, these mains are components of the *electrical installation*. They remain the property of the *retail customer* or the registered proprietor of the *premises* and must be maintained by the *retail customer* or the registered proprietor.

⁵ *installation rules*, rule 1.5.

⁶ *Ibid.*

3.8 Cost of the premises connection assets

- (a) Other than the cost of the meter, the cost of the *premises connection assets* is borne by *Ausgrid* without additional *connection charge* to the *connection customer* or the provider of any *contestable connection services*.⁷
- (b) In this contract the cost of minor variations from the standard specifications will be borne by *Ausgrid* unless they relate to improving an otherwise unsuitable substation site and/or cable route within the *premises* so as to conform to *Ausgrid's* standard specifications. Those costs will be incurred by the *connection customer*.

3.9 Relocation of existing *distribution network* assets

- (a) This contract does not relate to *relocation works*.
- (b) Details of any proposed *relocation* of existing *distribution network* assets included in the *connection application* are not *connection details* for the purpose of this contract. If such works are proposed, they must not be commenced without *Ausgrid's* express written permission.
- (c) Where the *connection works* require the *relocation* of *distribution network* assets, a separate contract will apply in relation to the *relocation works*. Obtaining *Ausgrid's* consent to the *relocation* in accordance with that other contract is a precondition to the commencement of the *connection works* under this contract.
- (d) If *Ausgrid* consents to *relocation works* proposed in the *connection application*, the *connection customer* must ensure that the *ASP/2* or licensed electrical contractor performing *connection services* at the *premises* will co-operate with the person performing the *relocation works* to co-ordinate the *connection works* and *relocation works*.

3.10 New connection application required

- (a) If prior to the date of *connection* there is a material change to the *connection* proposed in the *connection application*, you must make a new *connection application*.
- (b) Minor changes may be negotiated by the parties and if agreement is reached, this contract may be amended in writing to reflect the agreement.
- (c) This clause 3.10 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

4 Ausgrid determines the capacity of the connection

4.1 Maximum connection capacity when connection is established

- (a) You may install *premises connection assets* that provide a greater *capacity* than the maximum *capacity* permitted by *Ausgrid* but you must not exceed *Ausgrid's* stipulated maximum.
- (b) A service protection device of a type that is able to be set and sealed must be installed. It must be set and sealed to the value of the maximum *capacity* permitted by *Ausgrid*.⁸
- (c) This clause 4.1 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

4.2 Review of maximum demand and reduction of maximum capacity

- (a) At any time after the second anniversary of the date the *connection* is *electrified*, *Ausgrid* may review the maximum demand of the *premises*.
- (b) If:

⁸ This is a requirement of the *Service and Installation Rules*, section 4.7.

- (1) the maximum demand over the two years preceding the review is less than the maximum *capacity* permitted by this contract; and
- (2) *Ausgrid* requires the unused *capacity* to relieve a *network constraint*,

Ausgrid may reduce the maximum *capacity* of the *connection* to no less than 100% of the maximum demand in accordance with the notice requirements in clause 4.3.

- (c) If you disagree with *Ausgrid's* reduction in your maximum capacity, you can raise a dispute in accordance with clause 17.
- (d) *Ausgrid* may rely on this clause to ensure that *capacity* in excess of the needs of the *premises* is not reserved and in particular may review the maximum demand if the use of the *premises* changes.
- (e) This clause 4.2 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract and a *site specific condition*.

4.3 **Notice of reduction of maximum capacity**

- (a) If *Ausgrid* reduces the maximum *capacity* of the *connection* at the *premises*, it must:
 - (1) send written notice of the revised maximum *capacity* to the *retail customer*; and
 - (2) record the revised maximum *capacity* of the *connection* in its register of *site-specific conditions*.
- (b) If the *connection customer* does not agree with the proposed change to the *capacity*, the customer may submit a *connection application* to *Ausgrid* for a *connection alteration* referred to in clause 4.4.
- (c) This clause 4.3 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

4.4 **Application for connection alteration**

- (a) A further *application* for a *connection alteration* must be made if, before or after the *connection* is established, the *retail customer* at the *premises* requires additional *capacity* or wishes to make any changes to the *connection* arrangements established under this contract.
- (b) A new *connection application* must be made if *Ausgrid* has reduced the *capacity* of the *connection* in accordance with this clause.
- (c) This clause 4.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

5 **Ausgrid's standard connection services**

5.1 **Pre and post connection services**

- (a) Set out below is a description of *Ausgrid's* pre-*connection* services and post-*connection* services. Each *connection* is different and *Ausgrid* may not provide all the services set out below. Until *Ausgrid* assesses the *connection application*, *Ausgrid* cannot confirm the specific scope of *connection services*. However, the *standard connection services* provided by *Ausgrid* under this contract consist of all pre-*connection* and post-*connection* services necessary to establish the *connection*.
- (b) Pre-*connection services* include:
 - (1) conducting a *site inspection* (site inspection);
 - (2) *ancillary services* including:
 - (i) site establishment;
 - (ii) connection offer services;
 - (3) supplying a meter (if applicable) to an *ASP/2* (see clause 11);
 - (4) installing a *CT meter* if required (see clause 11).

- (c) Post-connection services may include the following:
- (1) *ancillary services* including:
 - (i) connection offer services;
 - (ii) inspecting the *premises connection assets* installed by your *ASP/2* and/or the *electrical installation* installed by your licensed electrical contractor at the premises (inspection of service work);
 - (iii) if required, re-inspecting defective work (re-inspection); and
 - (2) receiving and processing the Certificate of Compliance for Electrical Work lodged by your licensed electrical contractor (in relation to the *electrical installation*), Notification of Service Work lodged by the *ASP/2* (in relation to the installation or replacement of *service mains*) or replacement of *service mains*) and (where applicable) special Notification of Service Work lodged by your *accredited metering provider* in respect of metering;
 - (3) in the case of *connection points* located at substations, *electrifying* the premises *connection assets* and in all other cases, providing its consent to *electrification* (also referred to as permitting the *connection*).
- (d) The timeframes within which *Ausgrid* will provide these services in respect of the *premises* are set out in clause 7.
- (e) If the *connection customer* or any existing or incoming *retail customer* requests it, *Ausgrid* will provide specific information about the *connection*.
- (f) In relation to, or in addition to the *augmentation works* *Ausgrid* will perform, it undertakes to provide the *standard connection services* set out in clauses 5.2 to 5.10.
- (g) Clause 8 sets out the *connection charges* payable in relation to these *standard connection services*. Details of the current *connection charges* are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

5.2 Consultation with you

Ausgrid must consult with you and your *electrical professionals* as provided in clauses 9.1 and 9.4.

5.3 Date for possession of site

- (a) If during the term of this contract:
- (1) you notify *Ausgrid* that the site preparation; or
 - (2) *Ausgrid* notifies you that its *augmentation works*, will not be ready by the *date for possession of site*, *Ausgrid*, acting reasonably, must consult with you concerning a suitable new *date for possession of site* and must confirm that date in writing.
- (b) The new *date for possession of site* will apply unless further amended in accordance with this clause.

5.4 Date for connection

- (a) After consulting with you in accordance with clause 9.1, *Ausgrid*, acting reasonably, will determine the *date for connection*.
- (b) In determining the *date for connection*, *Ausgrid* will take into account:
- (1) any indication you have given it of the date or dates on which you aim to *connect*;
 - (2) the *date for possession of site*; and
 - (3) the time *Ausgrid* reasonably estimates it will take to complete the *augmentation works* required for the *connection*.
- (c) If during the term of this contract:
- (1) the *date for possession of site* is delayed;
 - (2) you notify *Ausgrid* that the *electrical installation* and/or any meter or meters to be installed by your *ASP/2* or *accredited metering provider* will not be installed by the *date for connection*; or
 - (3) *Ausgrid* notifies you that its *augmentation works* will not be ready for *connection* by the *date for connection*,

Ausgrid, acting reasonably, will determine and notify you in writing of a new *date for connection* and that date will apply unless further amended in accordance with this clause.

- (d) *Ausgrid* will not be liable to you for any costs, claims or damages arising out of *Ausgrid's* determination of the *date for connection* or any revision of it unless *Ausgrid's* decision was made unreasonably.

5.5 Design and timeframes for design

- (a) *Ausgrid* is responsible for designing the *augmentation* works.
- (b) *Ausgrid* will begin the design on the latest of these dates:
 - (1) five *business days* after *Ausgrid* receives the acceptance of its *connection offer* or, if the *connection* is *expedited*, 15 *business days* after this contract commences;
 - (2) five *business days* after receiving written notification from you that *development works* have commenced at the *premises*; or
 - (3) such later date as *Ausgrid*, acting reasonably, considers sufficient to enable it to comply with its contractual obligations respecting the *connection*.
- (c) *Ausgrid* will not begin any design work until it receives notification under paragraph (b) and it will rely on clause 18.1 to suspend the provision of *standard connection services*.
- (d) *Ausgrid* will not require written notification that *development works* have commenced on the *premises* if they have commenced on the date of the meeting held in accordance with clause 9.1 and at that meeting you inform *Ausgrid* of their commencement.

5.6 Statutory notices and community consultation

- (a) *Ausgrid* is required under section 45 of the Electricity Supply Act 1995 (NSW) to give the local council advance notice of its intention to construct *electricity works*, which for the purposes of this contract are the *augmentation* works, and to take into account any submission made by the council within 40 days of the notification date.
- (b) *Ausgrid* must notify the local council as soon as is reasonably practicable after the design of the *augmentation* works is complete.
- (c) Because *Ausgrid* plans to *augment* an existing substation, it will, as required by the *planning legislation*,⁹ notify the local council and the occupiers of adjoining land and take into account any submission it receives within 21 days of the notification date.
- (d) *Ausgrid* must notify telecommunications companies if its proposal requires them to relocate any telecommunications asset located on or in the *distribution system*.
- (e) *Ausgrid* must also notify any public authority or utility whose assets may be affected by *Ausgrid's* *augmentation* works and reach agreement with them concerning the treatment of those assets.
- (f) *Ausgrid* will give the requisite notices as soon as reasonably practicable and in any case within five *business days* after it has completed the design of the *augmentation* works.
- (g) If you request it, *Ausgrid* will inform you at reasonable intervals of the progress of any consultation referred to in this clause.

5.7 Environmental impact assessment

- (a) *Ausgrid* is required under the *planning legislation*¹⁰ to assess the environmental impacts of its proposed works before it determines that the works may proceed.
- (b) *Ausgrid* may need to obtain the consent or concurrence of *authorities* before it can determine that the works may proceed.
- (c) *Ausgrid* will:
 - (1) commence its environmental impact assessment within 5 *business days* after it has completed the design of the *augmentation* works; and

⁹ State Environmental Planning Policy (Infrastructure) 2007 Part 2 Division 1 and clause 42.

¹⁰ Part 5 of the Environmental Planning and Assessment Act 1979 (NSW).

- (2) if necessary, seek the consent or concurrence of *authorities* within 5 *business days* after establishing that such consent or concurrence is required.
- (d) If you request it, *Ausgrid* will inform you at reasonable intervals of the progress of any application for consent or concurrence referred to in this clause.

5.8 Determination that works may proceed

- (a) *Ausgrid* may not determine that *augmentation* works may proceed until it has:
 - (1) taken into account any submission made in connection with the notifications referred to in clause 5.6;
 - (2) received all necessary consents or concurrence from authorities sought in accordance with clause 5.7; and
 - (3) made any modifications to the design of the *augmentation* works either required as a condition of an authority's consent or concurrence or adopted by *Ausgrid*, acting reasonably, in response to any submission or in the exercise of its obligations under the *Electricity Supply Act 1995* (NSW) or the *planning legislation*.
- (b) *Ausgrid* will determine that its *augmentation* works may proceed as soon as is reasonably practicable after the provisions of paragraph (a) have been fulfilled and, acting reasonably, it is satisfied that there is no legal impediment to performing the works.
- (c) In response to reasonable enquiries, *Ausgrid* will inform you of any delay that is affecting or may affect the commencement, performance or completion of its *augmentation* works.

5.9 Construction of augmentation works

Provided you have satisfied the preconditions stipulated in clause 18.2, *Ausgrid* will construct its *augmentation* works as soon as is reasonably practicable after it has made its determination in accordance with clause 5.8 and in accordance with the timeframes referred to in clause 7.

5.10 Ausgrid's inspection services

- (a) *Ausgrid* will inspect all new work on or changes to the *electrical installation* over 100 Amps prior to *connection*, including:
 - (1) *consumer's mains* and switchboards, sub-mains and sub-boards where the rating at these points exceeds 100 Amps; and
 - (2) changes, if any, to *CT metering*.
- (b) For *premises* requiring *capacity* of over 100 Amps, you must take reasonable steps to require your relevant *electrical professional* to submit the Certificate of Compliance of Electrical Work before an appointment for inspection is made with *Ausgrid*. You acknowledge that the *premises* will not be *connected* until that form has been lodged and the appointment has been made.
- (c) You must take reasonable steps to require that your *ASP/2* submits the Notification of Service Work as soon as reasonably practicable the *connection* has taken place.
- (d) If any defect is found in the *premises connection assets* or the *electrical installation*, it must be rectified and re-inspected. *Major defects* may require the defective portion of the *premises* to be *disconnected* but *minor defects* generally do not. The person responsible for the rectification work must notify *Ausgrid* when the work has been completed and is ready for reinspection. However, if your *ASP/2* or licensed electrical contractor is satisfied that the defect has been rectified, he or she may re-connect the previously defective portion of the *premises* prior to *Ausgrid's* re-inspection.
- (e) *Ausgrid's* re-inspections are performed as a routine matter without the licensed electrical contractor, the *ASP/2* (in the case of metering) or the *connection customer* needing to be present (unless there is a problem of access, in which case *Ausgrid* will use reasonable endeavours to schedule an inspection at a mutually convenient time).
- (f) Any *major defect* revealed in the inspection must be rectified before the *connection* will be *electrified*.
- (g) Details of the current *connection charges* are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

6 Contestable connection services

- (a) The *connection customer* must obtain and fund the *contestable connection services* that must be delivered before the *premises* can be *connected* to the *distribution network*.
- (b) Under this contract, the installation of a meter is a *contestable connection service* and the *connection customer* must arrange for the installation of the meter or meters (if required).
- (c) If the required meter or meters is for a type 5 or 6 metering installation (as determined by the *rules*), *Ausgrid* will provide them in accordance with clause 11 but you are required to arrange for their installation by a *ASP/2* and fund the cost of the meter. Details of the current cost of meters are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.
- (d) Meters for types 1,2, 3 and 4 metering installations (as determined by the *rules*) are provided by *retailers* at the customer's expense and installed by *accredited metering providers*. If you engage an *accredited metering provider* to install your meter(s), you must ensure that person also holds *Ausgrid authorisation* to work on or near the *distribution system*.
- (e) In New South Wales, the installation or alteration of *premises connection assets* is a *contestable connection service* that must be performed by an *ASP/2* who holds current *Ausgrid authorisation*.
- (f) There is also a competitive market for *electrical installation* work. *Electrical wiring work* on the *electrical installation* must be performed by an electrical contractor licensed under the Home Building Act 1989 (NSW) to do *electrical wiring work*. *Ausgrid* does not operate in this market.

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

7 Time frames for Ausgrid's connection services

7.1 Standard connection services

Ausgrid provides the *standard connection services* in accordance with the following timeframes:

- (a) in relation to the services referred to in clauses 5.1(b)(1) and (2), prior to the commencement of this contract or in the case of *expedited connections*, in the 10 *business days* following commencement of this contract;
- (b) in relation to the provision of a meter referred to in clause 5.1 (b)(3) and (4), in accordance with the timeframes specified in clause 11;
- (c) in relation to the services referred to in clauses 5.1 (c)(1) and (2), as soon as practicable after *Ausgrid* is notified that these services are required;
- (d) in relation to the services referred to in clause 5.1 (c)(3), when all *preconditions to connection* listed in clause 18.2 have been satisfied; and
- (e) in relation to the services provided under clauses 5.2 to 5.10, in accordance with those clauses.
- (f) You must arrange for the *connection* to be *electrified* by your *ASP/2*.

7.2 Duration of Ausgrid augmentation works

- (a) As soon as reasonably practicable after *Ausgrid* has determined its proposal to perform the *augmentation* works in accordance with clause 5.8 and at the latest within 5 *business days* of the determination, it will provide you with an estimate of the duration of the *augmentation* works.

- (b) *Ausgrid* undertakes to commence those components of its *augmentation* works that will be performed on the *premises* on or as soon as is reasonably practicable after the *date for possession of site*, adjusted in accordance with clause 5.3.
- (c) You acknowledge and agree that *Ausgrid* will not commence its works on the *premises* unless and until it is given unobstructed access to, and possession of, the site in accordance with clause 9.3.
- (d) *Ausgrid* will revise the *date for connection* to take into account any delay to its *augmentation* works resulting from failure to:
 - (1) comply with any requirements of clause 9.3; or
 - (2) ensure that *Ausgrid's* free and unobstructed access to the *Ausgrid works area*, the leased area (if any), the easement area (if any) and *electricity works* is maintained throughout the duration of *Ausgrid's augmentation* works on the *premises*.
- (e) At your request and at reasonable intervals, *Ausgrid* will provide you with updates on the progress of the *augmentation* works.
- (f) *Ausgrid* must notify you when its *augmentation* works are complete.

8 Ausgrid's connection fees and charges

8.1 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 8.3 below) provided under this contract;
- (b) a *site inspection fee* (referred to in clause 8.4 below); and
- (c) where applicable, a contribution is required to a *pioneer scheme* (referred to in clause 8.5 below).

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

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

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

8.2 Billing arrangements

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

- (a) charges for *alternative control services* provided under this contract are billed to your *electrical professional* or *electrical professionals* on your behalf;
- (b) the site inspection fee is billed directly to you;
- (c) contributions to a pioneer scheme are billed directly to you.

These *connection charges* 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 a *retailer* made the *connection application* on your behalf, we have reached agreement with your retailer for *Ausgrid* to bill you directly for *connection 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 <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

8.3 Connection charges for alternative control services

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

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

- (a) the provision of a meter (if applicable); and
- (b) the installation of a *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*. Installation of meters provided by a *retailer* are provided by *accredited metering providers*. Meter reading and meter maintenance services are provided under the deemed standard connection contract and are payable as *network charges*.

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

8.4 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 <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.
- (c) The actual *site inspection fee* (if any) payable under this contract is set out in the *connection offer* or *contract notification letter*.
- (e) If this contract is for an *expedited connection*, you agree to pay the *site inspection fee*.
- (f) The *site inspection fee* is invoiced to the *connection applicant*. It is payable in accordance with the terms set out in the invoice whether or not the *connection* is made and it is recoverable as a debt.

8.5 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 *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 a contribution to one or more *pioneer schemes* is required by making a preliminary enquiry to *Ausgrid* before making the *connection application*. A fee applies in relation to making a preliminary enquiry. Details of the current fees are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.
- (d) Where this clause applies, payment of the amounts stated in the *connection offer* or *contract notification letter* is a *precondition to connection*.

- (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

9 Arrangements for work on the premises

9.1 Initial consultation concerning Ausgrid's augmentation works on the premises

- (a) As soon as is reasonably practicable after this contract commences, if consultation has not already taken place, *Ausgrid*, you and/or your *electrical professionals* and/or the registered proprietors of the *premises* must meet to make all necessary arrangements concerning:
 - (1) the *connection*;
 - (2) whether *Ausgrid* requires the registered proprietor to grant in favour of the *Network Owner* and register with *LPI* any *interests in land* in accordance with clause 15 and if so, what *interests* are required;
 - (3) the design and construction by *Ausgrid* of any new or altered *distribution system assets* on the *premises*;
 - (4) whether *Ausgrid* will install additional cables on the *premises* and if so, whether you or someone else on behalf of the *connection customer* will install conduits for the cables, to *Ausgrid's* specifications;
 - (5) the coordination of *Ausgrid's augmentation works* and work on the *electrical installation*;
 - (6) progress of the works of each party;
 - (7) the location and size of the *Ausgrid works area*;
 - (8) the *date for possession of site*; and
 - (9) the *date for connection*.
- (b) You must make reasonable endeavours to ensure that your *electrical professionals* and the registered proprietor (if you are not the registered proprietor) attend the meeting. You are responsible for arranging the meeting, which if *Ausgrid* requires, may include a site visit.
- (c) Until the meeting is held and arrangements reasonably satisfactory to *Ausgrid* have been made, *Ausgrid* will not perform any further *standard connection services*.

9.2 Confirmation of arrangements

- (a) As soon as is reasonably practicable after the meeting referred to in clause 9.1 and provided satisfactory arrangements have been made, *Ausgrid* will issue a written notice to you, confirming the arrangements reached at the meeting in relation to:
 - (1) the location of any substation and any cables on the *premises* on which *Ausgrid* will do *augmentation work*;
 - (2) the *interests in land* (if any) that *Ausgrid* will require the *connection customer* to procure in favour of the *Network Owner*;
 - (3) the *date for possession of site*; and
 - (4) the *date for connection*.
- (b) You must in turn notify the registered proprietor.

9.3 Site possession

- (a) You must ensure that *Ausgrid* is given possession of the site for the *Ausgrid works area* by the *date for possession of site*, as varied in accordance with clause 5.3.
- (b) You acknowledge and agree that *Ausgrid* will not commence work on the *premises* until it is given free and unobstructed access to:
 - (1) the *Ausgrid works area*; and

- (2) where the *Network Owner* has a registered lease or easement on the *premises*, the leased area and/or the easement area.
- (c) You must ensure that any obstruction or activity that interferes with:
 - (1) access to the *Ausgrid works area* or the *Network Owner's* leased area or easement; or
 - (2) the *electricity works*,¹¹is removed before the *date for possession of site*, as varied in accordance with clause 5.3.

9.4 Continuing consultation

Until the *premises* are *connected*, you, your *electrical professionals* and *Ausgrid* must continue to consult and co-operate as is reasonably necessary in order to ensure that *Ausgrid's augmentation works* may be conducted safely and the *premises* (including all units in a multi-unit development) may be safely connected to the *distribution system*.

10 The premises connection assets

10.1 Responsibility for installing premises connection assets

- (a) Subject to clause 3.7, for the purposes of this contract, *Ausgrid* is responsible for:
 - (1) designing and constructing the new or altered *premises connection assets* required to provide the *connection capacity* it has agreed to provide to the *premises*; and
 - (2) if applicable:
 - (A) providing a suitable meter for installation by your *ASP/2* at your cost; or
 - (B) providing and installing *CT meter* at your cost.
- (b) Those *premises connection assets* include the cables leading from the existing *distribution network* to any on-site substation and the substation itself.
- (c) Because the *connection point* will be located in an on-site substation on the *premises*, there are no *premises connection assets* that the *connection customer* will be responsible installing, other than installation of a meter or meters by an *ASP/2* or *accredited metering provider* in accordance with clause 11 (if required).

10.2 Assets which the connection customer must provide

The *connection customer* is responsible for providing the *consumer's mains* that lead from the *connection point* at the substation on the *premises* to the *connection customer's* main switchboard and for all other elements of the *electrical installation*.

11 Metering

11.1 Metering must be installed at the premises

You must ensure that before the *connection* is established, new metering is installed if needed to measure the altered electricity use at the *premises*.

11.2 Requirements for meter installation

- (a) You must ensure that your *electrical professional* ensures that the metering arrangements comply with Section 4 of the *Service and Installation Rules* and Chapter 7 of the *rules*.
- (b) You must ensure that your *electrical professional* locates the meter as stipulated in the *Service and Installation Rules* unless *Ausgrid* has agreed to an alternative arrangement under those rules.

¹¹ Section 49, Electricity Supply Act 1995 (NSW)

11.3 Ausgrid will provide certain meters

- (a) 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 8). 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.
- (b) The meters provided by Ausgrid have standard type 5 or type 6 configurations depending on the *premises* and the requirements of the *connection customer*. A *CT meter*, where required, will also be a standard type 5 metering installation.
- (c) 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*.

11.4 Qualifications for meter installation

- (a) Whole current meters for this *connection* must be installed by an *ASP/2* or *accredited metering provider*. By installing a meter provided by Ausgrid, the *ASP/2* is operating under Ausgrid's AEMO accreditation as an *accredited metering provider*.
- (b) If *CT metering* is required, Ausgrid will provide and install the *CT meter*. If Ausgrid is permitted to charge for this *alternative control service* in accordance with its *connection policy*, costs associated with this service will be charged to the *connection applicant* on your behalf.
- (c) The installation of all other components relating to *CT metering* which form of the *electrical installation* must be installed by the *ASP/2*.

11.5 Precondition to supply of a meter

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

11.6 Breach of metering requirements

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

11.7 Embedded generating units and micro EG units

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

11.8 Force majeure in relation to the supply of meters

- (a) Ausgrid may from time to time be prevented by a *force majeure event* from issuing a meter or meters in accordance with this contract.
- (b) Where a *force majeure event* has arisen, Ausgrid will issue a *force majeure notice* to the *connection applicant*.
- (c) Where Ausgrid, acting reasonably, has issued a *force majeure notice*, it will not be liable to the *connection applicant* or the *connection customer* for any delay arising as a result of the *force majeure event* referred to in the notice.

11.9 Precondition to provision of a meter

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

- (b) You acknowledge and agree that without the required metering, the *premises* may not be *connected* to the *distribution system* and *Ausgrid* may refuse to *connect* the *premises* or permit the *connection* to be *electrified*.

11.10 Precondition to installation of meter

- (a) Where meters are not supplied by *Ausgrid*, you acknowledge that *Ausgrid* is not obliged to perform *electrification* services until the *retail customer* at the *premises* has entered into a *retail contract* with a *retailer*.
- (b) Where the *premises* contain multiple units, a *retail contract* for electricity in areas of common property must be in place prior to *connection* of the *premises*.
- (c) You must ensure that your *ASP/2* is aware of the requirements of this clause.

12 Safety and technical requirements

12.1 Notification

You should notify your *electrical professionals* and/or switchboard manufacturer of the requirements of this clause as early as possible in your project.

12.2 The electrical installation at the premises

You must ensure that the *electrical wiring work* carried out on the *premises* is performed by a licensed electrical contractor and that the *electrical installation* complies with the technical and safety requirements stipulated in this clause 12.

12.3 The main switchboard

- (a) You must ensure that the main switchboard is a manufactured switchboard that complies with AS/NZS 3000 Wiring Rules.
- (b) *Ausgrid* requires that drawings of the main switchboard are submitted for comment before manufacturing begins. *Ausgrid* may require them to be amended if they breach any reasonable technical or safety requirement.

12.4 Documents to be submitted to Ausgrid

- (a) You must ensure that the following documents are submitted to *Ausgrid* for assessment at least five *business days* prior to the *date for connection*:
 - (i) drawings of the main switchboard and *consumer's mains*;
 - (ii) details of the Service Protection Device Settings; and
 - (iii) proof of grading of service protection device with the substation fuse.
- (b) The drawings and details referred to in paragraph (a) must be amended to accord with any reasonable technical or safety requirement notified by *Ausgrid* to your *electrical professional*.
- (c) To avoid doubt, these documents are required in addition to other documents that in accordance with this contact must be delivered to *Ausgrid* prior to the *date for connection*, including but not limited to the *interests in land* in favour of the *Network Owner* and the notifications that your *electrical professionals* are required to submit.

12.5 Compliance with rules and standards

- (a) You must ensure that the *electrical installation* and the *premises connection assets* comply with (as relevant):
 - (1) the requirements of the *Service and Installation Rules*;
 - (2) the *rules*, the market operations rules and any applicable metrology procedures made under the *rules* or the market operations rules;
 - (3) any requirements or standards specified by *Ausgrid* from time to time to ensure compliance with the *rules*;
 - (4) *Ausgrid's* Network Standards;
 - (5) if specified in Appendix B, specific power quality emission requirements applicable to the *electrical installation*; and
 - (6) 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) cause damage to the *distribution system* or another customer's *electrical installation* or equipment; and (7) relevant Australian Standards (including AS3000: Electrical Installations).

- (b) This clause 12.5 is an additional term of *Ausgrid's Deemed Standard Connection Contract* in accordance with clause 3.3 of that contract.

12.6 Fitness for safe operation

- (a) You must ensure that the *electrical installation* and the *premises connection assets* are fit for purpose in the following ways:
 - (1) safe operation 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) comply with *connection customers'* responsibilities identified in *Ausgrid's Customer Installation Safety Plan* and *Bush Fire Risk Management Plan*, both of which are published in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);
 - (4) satisfy the requirement that all live parts remain properly insulated and protected against inadvertent contact with any person; and
 - (5) no part of the *electrical installation* or *premises connection assets* can be used in a manner that exceeds the operating limits imposed by the design or the *Service and Installation Rules*.
- (b) This clause 12.6 is an additional term of *Ausgrid's Deemed Standard Connection Contract* in accordance with clause 3.3 of that contract.

12.7 Electrical Safety Rules

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

12.8 Embedded generating units and micro EG units

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

12.9 Customer must accommodate and protect equipment

You must take reasonable steps to ensure that the *connection customer* accommodates on the *premises* any *premises connection asset* that needs to be located there and protects it from harm.

13 Retail contract

- (a) If the *connection* to the *premises* is new, the *connection customer* will need to enter into a *retail contract* with a *retailer* for the sale of electricity to the *premises* before the *premises* are connected to the *distribution system*.
- (b) You must take reasonable steps to ensure that the *connection* is not *electrified* until a *retail contract* is in place.

14 The substation and other equipment on the premises

14.1 Leases and easements

Clauses 14 and 15 will apply only if:

- (a) The *Network Owner* does not hold registered *interests in land* for all existing *distribution network* assets at the *premises*;
- (b) *Ausgrid* will install a new substation or a replacement substation outside an existing registered easement or in a chamber other than a chamber which is subject to a registered lease;
- (c) *Ausgrid* will lay cables outside any existing registered easement on the *premises*;
- (d) the balance of the term of any registered lease for a substation chamber on the *premises* is less than ten years; or
- (e) The *Network Owner* does not have an option to renew any existing lease.

14.2 Leases and easements for existing distribution network assets on the premises

- (a) You must grant and register, or if you are not the registered proprietor, ensure that the registered proprietor of the *premises* grants to the *Network Owner* and registers, with *LPI* whatever *interests in land* in favour of the *Network Owner Ausgrid* requires in order to protect existing *distribution network* assets and any further *distribution network* assets that will be installed on the *premises* in accordance with this contract.
- (b) Any lease or easement required by *Ausgrid* must be in the form of *Ausgrid's* standard memorandum of lease and/or memorandum of easement, which may be viewed on our website.
- (c) If *Ausgrid* requires any *interests in land* be granted in favour of the *Network Owner*, it will give you notice of the particular *interests* it requires as soon as is reasonably practicable and in any event no later than at the meeting referred to in clause 9.1, which will be confirmed by the written confirmation referred to in clause 9.2(a).
- (d) If during the course of its provision of the *standard connection services Ausgrid* acting reasonably, requires further or other *interests in land* be granted in favour of the *Network Owner* in addition to or instead of those notified in accordance with paragraph (c), it must stipulate the *interests* it requires in a written notice to you and you must ensure that the registered proprietor grants those *interests*. To avoid doubt, *Ausgrid* may require additional or other *interests in land* if:
 - (1) existing *distribution network* assets on the *premises* are discovered to be wholly or partly outside the area of any registered easement or lease; or
 - (2) *Ausgrid's* design for the *augmentation works* requires existing *distribution network* assets to be relocated or additional assets to be installed outside the area of any registered easement or lease.

15 Process for creating and registering interests in land

Clause 15 applies only if *Ausgrid* requires registered *interests in land* be granted in favour of the *Network Owner* for existing and/or new *distribution network* assets on the *premises*.

15.1 Grant and registration of lease and/or easement

- (a) If there is an existing chamber substation on the *premises* for which the *Network Owner* has no registered lease, the *connection customer* must:
 - (1) if it is the registered proprietor of the *premises*, grant the *Network Owner* a lease of the chamber in the form of *Ausgrid's* standard memorandum of lease;¹² or
 - (2) if it is not the registered proprietor, use its best endeavours to ensure that the registered proprietor grants the *Network Owner* a lease of the chamber in the form of *Ausgrid's* standard memorandum of lease.¹³
- (b) If there is any existing kiosk substation or any cables on the *premises* for which the *Network Owner* does not have a registered easement or right of way, the *connection customer* must:

¹² This may be viewed on our website.

¹³ This is a statutory requirement – see section 28 of the Electricity Supply Act.

- (1) if it is the registered proprietor of the *premises*, grant the *Network Owner* an easement or easements for electricity purposes in the form of *Ausgrid's* standard memorandum of easement;¹⁴ or
 - (2) if it is not the registered proprietor, use its best endeavours to ensure that the registered proprietor grants the *Network Owner* the easement or easements for electricity purposes in the form of *Ausgrid's* standard memorandum of easement;¹⁵.
- (c) The *connection customer* acknowledges and agrees that if *Ausgrid* requires a new or enlarged kiosk substation or a new or enlarged outdoor enclosure type substation and/or cables in a new or enlarged location on the *premises*, the *connection customer* must grant, or if it is not the registered proprietor of the *premises*, use its best endeavours to ensure that the registered proprietor grants, appropriate *interests in land* to the *Network Owner*.

15.2 Survey and registration of lease or easement

Ausgrid will survey and register all *interests in land* created in accordance with this contract. The *connection customer* must:

- (a) ensure that the registered surveyor who prepares a survey for registration purposes and a red line diagram of the assets on the *premises* will be given unobstructed access to the site, provided he or she gives two *business days'* notice; and
- (b) sign, or ensure that the registered proprietor signs, the survey plan prepared by *Ausgrid* and will produce or will ensure that the registered proprietor produces the certificate or certificates in title for the *premises* to *LPI*, to enable *Ausgrid* to complete the registration of all such *interests in land*.

15.3 Lodgement for registrar is a precondition to Ausgrid's connection services

- (a) *Ausgrid* is not obliged to commence its *standard connection services*, other than the services referred to in clauses 5.1(b)(1) and (2), until *instruments* creating the required *interests in land* have been delivered to *Ausgrid*. Those *interests* must be in registrable form, 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*.
- (b) You must, or you must use your best endeavours to ensure that the registered proprietor:
 - (1) signs the survey plan prepared by *Ausgrid*; and
 - (2) produces the certificate of title to *LPI* so that *Ausgrid* may register the *interests in land*.
- (c) You must deliver to *Ausgrid*:
 - (1) the signed survey plan; and
 - (2) evidence that the certificate of title has been produced, in the form of *LPI's* lodgement receipt.
- (d) *Ausgrid* will then lodge the *instruments* with *LPI* for registration.

15.4 Deeds of agreement a precondition to Ausgrid's connection services

- (a) *Ausgrid* may, instead of requiring immediate registration, agree to enter into a deed or deeds of agreement for the creation and registration of the *interests in land* that are required under this contract.
- (b) In this event, you must execute or, if you are not the registered proprietor, obtain from the registered proprietor of the *premises* and deliver to *Ausgrid*:
 - (1) two properly completed and signed copies of a deed of agreement to grant a lease or leases; and/or
 - (2) two properly completed and properly signed copies of a deed of agreement to grant an easement or easements; and
 - (3) a properly executed *instrument* of lease or *easement* signed by the registered proprietor and in registrable form,

for each of the *interests in land* notified by *Ausgrid* in accordance with clause 14.2.

¹⁴ This may be viewed on our website.

¹⁵ This may be viewed on our website.

- (c) The deed/s of agreement must be in accordance with *Ausgrid's* standard form of agreement for lease or agreement for easement, which are available on *Ausgrid's* website.
- (d) *Ausgrid* must return any document to the *connection customer* if it is invalid or defective. The *connection customer* must arrange for the execution and delivery of a complete set of properly executed documents executed by all parties other than *Ausgrid* and the *Network Owner*, as applicable, before *Ausgrid* will proceed with its work under this contract.

15.5 Caveat on title

- (a) *Ausgrid* will arrange for a caveat to be lodged on the title of the land affected by any deed of agreement pursuant to which the *Network Owner* is entitled to register an *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 register the *interests in land* identified in the deeds.
- (c) The caveat will be maintained on the title until the relevant lease and/or easements have been registered.

15.6 Further deeds if new registered proprietor

- (a) You acknowledge and agree that if before *electrification* a prospective new landowner seeks to register a transfer of the land subject to the caveat referred to in clause 15.5, you must obtain from that person, a deed or deeds of agreement that comply with the requirements of clause 15.4 and deliver them to *Ausgrid*.
- (b) This requirement is a precondition to the *Network Owner's* consent (as the holder of a caveat on title) to the transfer of the land to the new registered proprietor.

15.7 No electrification without lodgement for registration

- (a) It is a precondition to *Ausgrid* *electrifying* the *augmented* on-site substation and allowing the *consumer's mains* to be connected to it, that:
 - (1) all *interests in land* the subject of a deed between the registered proprietor and the *Network Owner* have been lodged with *LPI* for registration;
 - (2) the certificate of title for the relevant land be produced to *LPI* to enable *Ausgrid* to register the *interests in land*; and
 - (3) a copy of the *LPI* lodgement receipt has been delivered to *Ausgrid*.
- (b) You acknowledge and agree that the caveat will be maintained on the title of the *premises* until all of the *Network Owner's interests in land* have been registered.

15.8 Renewal of leases and easements

- (a) Where leases and easements have been provided as a condition of *connection* but expire, the *retail customer* must renew or, if it is not the registered proprietor of the land comprising the *premises*, ensure that those leases and easements are renewed or new ones are executed. Until those *interests* are renewed or new *interests* are executed, the *retail customer* must grant the *Network Owner* all the rights it had under the expired leases and easements.
- (b) This clause 15.8 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

16 Ausgrid's access to premises

- (a) 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 the *premises controller* has been appointed principal contractor for the purposes of the *work health and safety legislation*.
- (b) You must take all reasonable measures to ensure that *Ausgrid* is given unimpeded access to the *Ausgrid works area* on the *date for possession of site*.

- (c) Until registration of all *interests in land*, 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*.
- (d) You must take reasonable steps to ensure that the *premises controller* permits authorised officers of *Ausgrid* to enter the *premises* at any reasonable time during daylight hours in order to conduct any necessary inspection or do anything relating to:
 - (1) any *connection service* provided or to be provided by *Ausgrid* under this contract;
 - (2) any breach or possible breach of *Ausgrid's* technical and safety requirements, 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*; and
 - (5) in an emergency, to enter the *premises* at any time of day or night.
- (e) You must also ensure that the *premises controller* takes whatever steps are necessary to make the *premises* safe for contractors and personnel involved in undertaking the activities of *Ausgrid* under this contract.
- (f) If you do not ensure that the *premises controller* meets the requirements stipulated in this clause, *Ausgrid* may rely on clause 5A.F.6 to not perform the *standard connection services* for the *premises*.¹⁶
- (g) Contractors and personnel involved in undertaking the activities of *Ausgrid* under this contract must show identification before carrying out work on a *connection customer's premises*. *Ausgrid* issues photo identification cards that indicate the nature of the employee's or contractor's authority.
- (h) This clause 16 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.
- (i) *Ausgrid* is entitled to charge a fee for a follow up visit if you refuse to allow or prevent an authorised officer of *Ausgrid* from entering the *premises* in order for them to exercise a statutory right. This is an *alternative control service* that is charged at a rate set by the *regulator* for each financial year. The current details are available on *Ausgrid's* website at <https://www.ausgrid.com.au/~media/Files/Connections/ConnectionCharges.pdf>.

17 Dispute resolution

- (a) If a dispute arises between a *connection customer* and *Ausgrid* concerning:
 - (1) the terms and conditions on which the *standard connection services* that are the subject of this contract are to be provided; or
 - (2) 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*.
- (b) 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#.Vd_Cg2Uw9_s or by phone on 13 13 65).
- (c) 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

¹⁶ This provision of Chapter 5A of the National Electricity Rules states that "a *Distribution Network Service Provider* is not obliged to commence or continue with *connection work* if the *connection applicant* fails to comply with conditions that are to be complied with by the *connection applicant*."

17.1 Force majeure event

A *force majeure event* means any event outside a party'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 or utility company or authority to relocate or otherwise deal with their assets as contemplated in clause 6.6; *Auesgrid's* inability to obtain appropriate equipment, including meters, substation kiosks, transformers, switchgear, other substation equipment or cables unless *Ausgrid's* failure to obtain the equipment arose from *Ausgrid's* negligence;
- (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 the *premises* of other customers in order to *electrify* the *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 *Ausgrid's augmentation* works under this contract; and
- (d) any other event outside a party'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.

17.2 Delay in the performance of Ausgrid's augmentation works

Provided *Ausgrid* complies with clause 17.4, it will not be responsible for any delay to any of *Ausgrid's augmentation* works under this contract resulting from a *force majeure event*.

17.3 Delay in the performance of other Ausgrid connection services

Provided it complies with clause 17.4, *Ausgrid* will not be responsible for any delay to any of *Ausgrid's other connection services* under this contract resulting from a *force majeure event*.

17.4 Force majeure notice

- (a) Neither party will be liable to the other for any delay resulting from a *force majeure event*.
- (b) If a party (***affected party***) wishes to rely on a *force majeure event*, that party must promptly give to the other party notice together with reasonable details of:
 - (1) the nature of the *force majeure event*;
 - (2) the obligations affected by it; and
 - (3) an estimate of the time during which the *affected party* will be unable to carry out its obligations.
- (c) After giving such notice, the *affected party* must keep the other party regularly informed of relevant information relating to the *force majeure event*.
- (d) Both parties must use reasonable efforts to mitigate the effect of the *force majeure event*.

18 Connection of the premises, delay to the date for connection and force majeure

18.1 Limitation to the provision of standard connection services

- (a) *Ausgrid* is entitled to refuse to commence or continue to perform *connection services* if you have failed to comply with any of your obligations under this contract.¹⁷

¹⁷ Rule 5A.F.6

- (b) *Ausgrid* will refuse to *connect* the *premises* if you have not met any of your obligations under this contract.
- (c) *Ausgrid* will also rely on Rule 5A.F.6 of the *rules* to cease providing the *standard connection services* if as a result of any delay by you in meeting your obligations, the *date for connection* is delayed.

18.2 Preconditions to connection

Ausgrid will *connect* the *premises* on the *date for connection* (as adjusted in accordance with clause 5.4, if applicable) if you (and your *electrical professionals* on your behalf) have complied with the conditions of this contract that constitute *preconditions to connection* which are.

- (a) payment by the person responsible of all *Ausgrid's* applicable *connection charges* and *pioneer scheme* contributions in accordance with clause 8;
- (b) you or an *electrical professional* has made an appointment with *Ausgrid* prior to the *date for connection*;
- (c) the Certificate of Compliance for Electrical Work has been lodged prior to the appointment;
- (d) the documents required by clause 12.4 (if any) have been submitted and are reasonably satisfactory to *Ausgrid*;
- (e) all *interests in land* required by clause 14.2 (if applicable) have been registered with *LPI*;
- (f) metering has been installed in accordance with the requirements of clause 11;
- (g) *Ausgrid*, acting reasonably, is satisfied that the *electrical installation* complies with the *connection* specifications and *Ausgrid's* technical and safety requirements; and
- (h) *Ausgrid*, acting reasonably, has examined the *electrical installation* and *consumer's mains* and is satisfied that they are fit for purpose and contain no *major defect*.

18.3 Your acknowledgements concerning the date for connection

You acknowledge and agree that:

- (a) *Ausgrid* may be prevented by a *force majeure event* from inspecting the *premises connection assets* or establishing the *connection* on the *date for connection* (as adjusted in accordance with clause 5.4);
- (b) in an emergency, *Ausgrid* may not be in a position to notify you or your relevant *electrical professional* of a *force majeure event* until after the time set for the inspection; and
- (c) notice given by *Ausgrid* within two *business days* after the *date for connection* will constitute notice for the purposes of clause 17.4.

18.4 Minimising inconvenience to other customers

You acknowledge and agree that:

- (a) where other customers are supplied from the on-site substation that *Ausgrid* is *augmenting*, you will make or procure such arrangements as *Ausgrid* reasonably requests you to make so that the necessary interruption to those customers' supply is minimised; and
- (b) the arrangements in paragraph (a) may require an adjustment to the *date for connection* or if that date is maintained, to the time the *connection* is to be made.

19 Miscellaneous

19.1 Electrical professionals

(a) You acknowledge and agree that:

- (1) the *electrical professionals* whom you retain are obliged to perform work on the *electrical installation* and *premises connection assets* in accordance with the *installation rules*, *Ausgrid's* Network Standards and other requirements of the *energy laws*; and
- (2) under the *energy laws* *Ausgrid* is empowered to refuse to *electrify* non-compliant assets, *disconnect* them if they have been unlawfully *connected* to the *distribution network* or take such other steps as may be appropriate to any particular breach of the *electrical professional's* obligations under the law.

- (b) You must take reasonable steps to ensure that all *electrical professionals* comply with *Ausgrid's* requirements relating to the *electrical installation* and the *premises connection assets*.
- (c) You must take reasonable steps to ensure that each *electrical professional* submits to *Ausgrid* the notification forms they are required to submit within the time required for submission.

19.2 Amendment

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

19.3 Oral explanation

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

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

19.4 Termination

- (a) The *connection customer* and *Ausgrid* may agree in writing to terminate this *connection contract* if *Ausgrid* and the *connection customer* enter into another connection contract for connection services for the *premises*.
- (b) *Ausgrid* may terminate this *connection contract* at any time if *Ausgrid* disconnects the *premises* in accordance with the *rules*.
- (c) Subject to the paragraph (d) below, *Ausgrid* may terminate this *connection contract* if any of the following have occurred:
 - (i) The *connection customer* does not, or, in *Ausgrid's* reasonable opinion, will not, comply with the terms and conditions of this *connection contract*,
 - (ii) The *connection customer* is no longer eligible to receive the *connection services* under this *connection contract*; or
 - (iii) If a *connection* has been established and/or maintained otherwise than in accordance with the *connection details* or if clause 3.2 has been breached or *Ausgrid*, acting reasonably, considers that clause 3.2 may be breached by the *connection customer*.
- (d) Unless there is an immediate threat to the safety of the *distribution network*, *Ausgrid* must, prior to terminating this *connection contract* in accordance with paragraph (c) above, issue a rectification request to the *connection customer*. This rectification request must state the reason for the rectification request and the action or work necessary to rectify the issue and require the *connection customer* agrees to make all reasonable efforts to remediate the issue within 14 business days of the issue date of the rectification request. If the rectification request is not resolved within 60 *business days* of issue then *Ausgrid* may terminate this contract.
- (e) This *connection contract* expires twelve months after it commences if the *connection* applied for has not been *electrified*. If you still wish to obtain a *connection* after the contract terminates, you must make a new *connection application*.
- (f) The *connection customer* may terminate this contract by giving *Ausgrid* notice in writing.
- (g) The contract otherwise comes to an end when all of the parties' obligations have been satisfied.
- (h) This clause 19.4 is an additional term of *Ausgrid's* Deemed Standard Connection Contract in accordance with clause 3.3 of that contract.

19.5 Protective devices and measures

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

20 Interpretation and governing law

20.1 Interpretation

Headings are for convenience only and do not affect interpretation.

Unless stated to the contrary:

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

20.2 Governing law and jurisdiction

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

21 Dictionary

21.1 Statutory definitions apply

- (a) Terms used in the *connection offer* and the *connection contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of *energy laws*, which has the extended meaning given in clause 21.2.
- (b) For ease of reference, *Ausgrid* offers the definitions set out in clause 21.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in sub-clause 21.1(a).

21.2 Definitions

Subject to clause 21.1, the following words have the following meanings:

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

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

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

AEMO means the Australian Energy Market Operator.

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

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

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

ASP/2 means, depending on the context:

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

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

augmentation of a *distribution system* means work to enlarge that system or to increase its *capacity* to distribute electricity, and *augmented* has a corresponding meaning.

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 works area means the working area on the *premises* that *Ausgrid* will occupy for the purpose of its *augmentation* works on the *premises*.

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

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

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

commencement date is the date this contract commences and is determined in accordance with clause 1.3.

connect means to establish and *electrify* a physical link between the *distribution system* and the *electrical installation* at the *premises*.

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

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

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

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

connection charge means a charge imposed by *Ausgrid* for a *connection service* and in the context of this contract means *the connection charges* referred to clause 8.

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

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

connection details means the details of the *connection* set out in the *connection application*, as they may be modified by *Ausgrid* in the *connection offer* or *contract notification letter*.

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

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

connection offer summary means the document of that name that is part of the *connection offer* and this *connection contract*.

connection point means the junction of conductors operated and maintained by *Ausgrid* with the *electrical installation* at the *premises* as defined in the *Service and Installation Rules*. The *connection point* was formerly known in New South Wales as the *point of supply*. For the purposes of this contract, is the point specified in clause 3.5.

connection policy means a document approved as a *connection policy* by the *regulator* under Chapter 6, Part E of the *rules*, setting out the circumstances in which *connection charges* are payable and the basis for determining the amount of such charges. *Ausgrid's connection policy* is available on our website at http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf

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

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

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

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

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

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.

date for connection means the date the *electrical installation* at the *premises* is proposed to be connected to the on-site substation.

date for possession of site means the date on which the *premises controller* will allow *Ausgrid* free and unobstructed access to the *Ausgrid works area*, leased area or easement in accordance with the provisions of this contract.

dedicated premises connection assets means *premises connection assets* used exclusively by one or a small group of *connection customers* and for the purposes of this contract are installed or altered by an *accredited service provider* as a *contestable connection service* at the *connection customer's* cost.

development works means works for which development consent has been obtained from a consent authority.

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

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

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

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

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

electrical professional means, depending on context, a licensed electrical contractor or an *accredited service provider*.

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

electricity works means any electricity power lines or associated equipment or electricity structures that form part of the transmission or *distribution system*.

electrify means the application of electrical current to the *premises connection assets* and the *electrical installation*, and *electrification* has a corresponding meaning.

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

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

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

EWON means the Energy and Water Industry Ombudsman.

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

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

force majeure event is defined in clause 17.1.

force majeure notice is the notice required by clause 17.4.

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

interests in land and **interests** include leases and easements.

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

LPI means Land and Property Information.

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

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

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

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

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

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

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

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

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

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

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

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

pioneer scheme means a schemes referred to in clause 8.5.

planning legislation means the Environmental Planning and Assessment Act 1979 (NSW) and all subordinate legislation and instruments under that Act.

point of common coupling means the point at which *service mains* from particular *premises* are connected to the *distribution network* and for the purposes of this contract, means the point specified in clause 3.6.

point of supply means the *connection point*.

preconditions to connection are the requirements that the *connection customer*, *connection applicant* or their *electrical professionals* must satisfy before *Ausgrid* will permit the *premises* to be connected to the *distribution system*.

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

premises connection assets means the components of the *distribution system* through which *Ausgrid* provides electricity to individual *premises*. In this contract, new or altered *premises connection assets* designed and installed by *Ausgrid* are referred to as *augmentation works* and *premises connection assets* provided as a *contestable connection service* by an *accredited service provider* are referred to as *dedicated premises connection assets*. The components of the *electrical installation* at the *premises* are not *premises connection assets*.

premises controller is defined in clause 16.

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

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

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

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

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

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

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

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

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

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

site inspection fee is the fee allowable under *rule 5A.D.4* and is further described in clause 8.3.

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

standard connection services means the services provided under this contract and described in clause 6.

subsequent customer means a *connection customer* who is required to contribute to a *pioneer scheme* in accordance with *Ausgrid's connection policy* and clause 8.5.

work health and safety legislation means the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2011 (NSW).

Appendix A - Explanatory Material – Standard connection services for connections requiring Ausgrid augmentation works, including an upgrade to an on-site substation

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* and *Ausgrid* needs to upgrade a substation on the *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.

This appendix forms part of the model standing offer but to the extent of any inconsistency, the Connection Offer and Acceptance Form sent to the *connection applicant* or the *contract notification letter* and the terms and conditions of the relevant *connection contract* prevail.

The *connection contract* is between *Ausgrid* and the *connection customer*.

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

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

A1 Why Ausgrid requires a substation on your premises

Section 28 of the Electricity Supply Act 1995 (NSW) provides that where the electrical *capacity* required to supply the *electrical installation* at particular *premises* exceeds that which can be provided by a service line from the 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 *connection customer* to provide, free of charge, a place within the *premises* where it can accommodate the transformers, switchgear and other equipment it needs to install to provide the permitted *capacity*.

In the past, *Ausgrid* determined that it could not provide the relevant *connection capacity* required for the *premises* by means of a service line from its street mains and it therefore required the *connection customer* to make available to it, free of charge, a site for a substation on the *premises*.

To make available the *capacity* applied for in the recent *connection application*, *Ausgrid* needs to increase the *capacity* of the substation on the *premises*.

A2 Understanding how the premises will be connected to the distribution system

Where *Ausgrid* installs assets on a *connection customer's* land to allow a new *connection* to be made or an existing *connection* to be upgraded, it is important to know who will do the necessary work and who will be responsible for maintaining the assets once the *connection* has been made.

This is easiest to understand if you know how a *connection* is made between the *distribution system* and the *electrical installation* at the *connection customer's premises*.

A *connection* is a physical link between the *distribution system* and an *electrical installation* to allow the flow of electricity.

The *distribution system* consists of the electricity power mains, associated equipment and structures that are used to distribute electricity up to the point at which it flows to the *electrical installation* at the *premises*.

The *connection point* between the *distribution system* and the *electrical installation* at the *premises* is known as the *point of supply* and its location is determined by *Ausgrid*.

Where *Ausgrid* installs a substation on the *premises*, the *connection point* will be located within the substation.

The *connection customer's electrical installation* consists of the electrical wiring and apparatus by means of which electricity is conveyed throughout the *premises*. The owner or occupier of the *premises* is responsible for installing and maintaining the *electrical installation* and for all installation and maintenance costs.

The cables leading from the on-site substation to the main switchboard at the *premises* are known as *consumer's mains*. They and the switchboard itself are installed by a licensed electrical contractor retained and paid by the *connection customer* or someone acting on the *connection customer's* behalf.

A3 The regulatory framework

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

The *rules* require *distribution network service providers* such as *Ausgrid* to have a *connection policy*.¹⁸

Ausgrid's connection policy provides that all *connection customers* must bear the cost of installing certain assets, which are referred to in the *rules* as *premises connection assets* and in the case of your *connection* are dedicated to the *premises* to be *connected* (and perhaps neighbouring *premises*).

Where the *premises* are new, a meter must be installed and the *connection* must be established and *electrified*. *Connection alterations* may include replacing or altering the *consumer's mains* (if necessary) to carry an increased *load*, replacing or reconfiguring the meter or meters (if necessary) and *electrifying* the *connection*. These are *contestable connection services*, which the *connection customer* must obtain and fund.

For the purpose of the standard *connection* to which this *connection offer* applies, *Ausgrid* is responsible for performing all work required to *augment* the *distribution network* (which means to make a linear *extension* or to increase its power *capacity*).

A4 Application of New South Wales legislation

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

- the placement of the *distribution network* assets on a customer's *premises*;
- *Ausgrid's* right to impose technical and safety requirements in relation to the customer's *electrical installation*; and
- customers' entitlements to obtain certain electrical goods and services from a provider other than *Ausgrid*.

¹⁸ *Rules*, Chapter 6, Part 4A.

The Electricity Supply Act empowers *Ausgrid* to determine the location and installation standards of whatever *service mains* and service equipment are needed in connection with the provision of a safe and efficient supply of electricity to or from an *electrical installation*.¹⁹ *Service mains* and service equipment are owned by the *Network Owner* and maintained by *Ausgrid*.

The Electricity Supply Act and regulations made under that Act empower *Ausgrid* to impose technical and safety requirements in relation to any *electrical installation* connected to the *distribution system* in order to ensure the safe operation of both the *distribution system* and the *electrical installation*.²⁰

The *electrical wiring work* needed to install and maintain the *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 to do *electrical wiring work* without supervision.²¹

The *installation rules* apply to all *connections*.

A5 Standard Connection Services

The **Contract for standard connections – augmentation (substation upgrade)** contains the terms on which *Ausgrid* will perform the *standard connection services* required for the *connection* of urban *premises* requiring up to 200 Amps of *load* where, before the *connection* can be made, *Ausgrid* will need to *augment* the *distribution network*.

All *augmentation works* are conducted in accordance with the terms set out in the *connection contract*.

Ausgrid also provides the services necessary to:

- enable *accredited service providers* and licensed electrical contractors to perform *contestable connection services*;
- check that all applicable technical and safety requirements have been met; and
- record the *connection* in *Ausgrid's* databases.

The *connection customer* is responsible for retaining an *accredited service provider* to perform the *contestable connection services* required to *connect* the *premises* to the network.

A6 Accredited service providers perform contestable connection services

A *contestable* market for *connection services* operates in New South Wales because the Electricity Supply Act²² provides that a *connection customer* who is obliged to bear the cost of establishing or modifying a *connection* may choose to have the required work done by an *accredited service provider* holding current accreditation under the Scheme for Accreditation of Service Providers to Undertake Contestable Services administered by NSW Trade and Investment. There are three levels of accreditation:

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

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

¹⁹ Sections 26 and 27

²⁰ Section 30, Electricity Supply Act and *Ausgrid's* Customer Installation Safety Plan made under the Electricity Supply (Safety and Network Management) Regulation 2014

²¹ Electricity (Consumer Safety) Regulation 2015, clause 3 and Chapter 3 Part 1

²² Section 31, Electricity Supply Act 1995 (NSW)

A7 Qualifications to perform the contestable services required for your connection

The *contestable connection services* required to establish your standard *connection* must be performed by an *ASP/2* or an *accredited metering provider*.²³

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

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

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

A8 The connection applicant and the connection customer

The person applying for a *connection* may be the *retail customer* at the *premises* or a *real estate developer* who is developing the *premises* but can also be someone (often but not necessarily an *ASP/2* or licensed electrical contractor) who lodges the *connection application* on behalf of the *connection customer*.

Where the application is made on behalf of the *retail customer* or a *real estate developer*, the *connection offer* is made to the *connection applicant* as agent for the *connection customer* and if the offer is accepted, a contract is formed between *Ausgrid* and the *connection customer*.

A9 Commencement of the connection contract

The *connection contract* commences on the date *Ausgrid* receives the *connection applicant's* acceptance of the *connection offer*, or if this contract has been expedited, on the date *Ausgrid* receives the *connection application*.

If any detail of the proposed *connection* given in the *connection application* changes before the *connection* is made and *electrified*, a *connection applicant* must submit a new *connection application*.

A10 Embedded generation

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

A11 A note on connection assets and connection services

Both *connection assets* and *premises connection assets* are defined in the *rules* as the components of a *distribution system* which are used to provide *connection services*. The *connection services* that *Ausgrid* provides in relation to establishing a *connection* (being a physical link between customers' *premises* and the *distribution system*) relate to the construction or installation of *connection assets*, whereas the *connection services* *Ausgrid* provides under its Deemed Standard Connection Contract relate to maintaining the *connection* and the *connection assets* once they are *electrified* and maintaining a safe and secure supply of electricity to the *premises*.

²³ *Accredited metering providers* accredited by *AEMO* are required to install some types of meters. In New South Wales, *AEMO-accredited metering providers* are also *ASP/2s*. *ASP/2s* must also hold current *Ausgrid authorisation* to work on or near the *distribution system*.

In its *connection offers* and *connection contracts*, Ausgrid uses *connection assets* or *augmentation assets* to refer to *distribution network* assets that are to be installed or altered outside the *premises* to be *connected* and will be utilised for supplying customers generally, whereas *premises connection assets* is used to refer to assets within the *distribution system* that are primarily located on the *connection customer's premises* and are dedicated for use in supplying electricity to those *premises* alone, or at the most, to a small group of neighbouring *premises*.

A12 Pioneer Schemes

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

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

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

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

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

The formula by which Ausgrid establishes the contribution a *connection customer* is required to make to a *pioneer scheme* is set out in Ausgrid's *connection policy* at http://www.ausgrid.com.au/~media/Files/Connections/Connection_Policy_Connection_Charges.pdf

If you wish to apply for an *expedited connection* and you have reason to believe you may be required to contribute to a *pioneer scheme*, Ausgrid recommends that you make a preliminary enquiry before lodging the *connection application*. Details of Ausgrid's preliminary enquiry procedures may be found on our website. A fee applies in relation to making a preliminary enquiry.

Appendix B – Automatic Access Limits for Power Quality Emissions

The *connection customer's electrical installation* must comply with the automatic emission limits specified in this Appendix B which are designed to control disturbances on the *distribution network*. The *connection customer* may enter into a separate agreement with *Ausgrid* that allows them to temporarily exceed these limits.

This Appendix imposes requirements that the *connection customer* must meet in relation to its *electrical installation*. The *connection customer* must take reasonable steps to ensure that its electrical appliances connected to the *electrical installation* do not result in the customer not complying with the requirements specified in this Appendix.

These limits should be read in context with the relevant standards that describe how to apply them. Please refer to *Ausgrid's Network Standard* as published on its website for further information.

C1 Harmonic Emission Limits

The *electrical installation* will be considered to meet the automatic access standards for harmonic emissions if:

- (a) it has a total voltage harmonic distortion of (VTHD) of less than ___%; and
- (b) all individual current and voltage harmonics fall within the limits in the following table:

Harmonic h	Limit (A)	Limit (% V)	Harmonic h	Limit (A)	Limit (%V)
--	--	--	21		
2			22		
3			23		
4			24		
5			25		
6			26		
7			27		
8			28		
9			29		
10			30		
11			31		
12			32		
13			33		
14			34		
15			35		
16			36		
17			37		

18				38		
19				39		
20				40		

C2 Flicker Emission Limits

The *electrical installation* will be considered to meet the automatic access standards for flicker emissions if the short time and long time limits respectively are less than the following:

P_{st}	
P_{lt}	

C3 Unbalance Emission Limits

The *electrical installation* will be considered to meet the automatic access standards for unbalance if:

- (a) Their voltage unbalance emission (E_{U_i}) is less than ___%; and
- (b) Their negative sequence current emission ($E_{I_{2i}}$) is less than ___ Amps.