Model Standing Offer for Standard Connection Services

[August 2026]

SCOPE

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

WARNING

It is the responsibility of the user of this document to ensure that only the current version is being used. *Ausgrid* may amend this document at any time subject to approval by the Australian Energy Regulator (**AER**).

Document and Amendment History

Issue No.	Date	Approved By	Summary of Changes
1	15 November 2024	Head of Network Strategy and Future Grid	Initial issue
2	August 2026	Head of Network Strategy and Future Grid	Clarified conditions around emergency backstop and flexible connection arrangements

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

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1 Introduction

1.1 Purpose of this Model Standing Offer

1.1.1 This document is the **Model Standing Offer** we use where you have obtained a *certified design* and seek for us to either:

(a) provide *standard connection services* for the *connection* of *load* or a *distribution connected unit* (which includes an embedded generator) at the *premises* to the *distribution system* and where such *connection* requires *augmentation* or *extension* of the *distribution network*; and/or

(b) provide *asset relocation services* in relation to carrying out an *asset relocation* at the *premises*.

1.1.2 Where clause **Error! Reference source not found.** applies, this **Model Standing Offer** is used by us for:

(a) either a *new connection* or *connection alteration*;

(b) the *connection* of *distribution connected unit*;

(c) a *real estate development*; or

(d) a network *asset relocation*,

and you are required to engage a person accredited as an ASP level 1 to undertake contestable construction of network assets.

1.2 Parties to the contract

1.2.1 This *contract* is between:

(a) **AUSGRID OPERATOR PARTNERSHIP (ABN 78 508 211 731)** (trading as AUSGRID) of 24 Campbell Street, Sydney (in this *contract*, referred to as "we", "our" or "us"); and

(b) **THE CONNECTION CUSTOMER** identified in the *connection application* (in this *contract*, referred to as "you" or "your").

1.3 The connection applicant and the connection customer

1.3.1 You agree and acknowledge that:

(a) if you, being the *connection customer* identified in the *connection application*, are not the *connection applicant* and the *connection applicant* accepts this *contract* or performs your obligations under this *contract*, it does so as your agent; and

(b) when accepting the *connection offer,* the *connection applicant* represents and warrants that it has been duly authorised by you to make the *connection application* and accept the *connection offer* on your behalf. The *connection applicant* must indemnify us for any loss we suffer as a result of it breaching such representation and warranty.

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

1.4 Scope of this Model Standing Offer

1.4.1 This **Model Standing Offer** sets out the terms and conditions on which you will retain a relevant *electrical professional* to construct network assets (including *premises connection assets*) or carry out an *asset relocation* (as applicable) and we will provide you with *standard connection services* or *asset relocation services* (as applicable).

1.4.2 When referred to together, the two types of services we may provide as listed above are the "*contract services*" under this **Model Standing Offer**. However, some terms and conditions under this *contract* may apply only to *standard connection services* or *asset relocation services,* as identified in this *contract.*

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1.5 Contract documents

1.5.1 This *contract* consists of the following documents:

(a) clauses 1 – 23 of these *contract terms*;

(b) all *Appendices* to this *contract*;

(c) the *connection offer* and acceptance or, for *expediated connections,* the *contract notification letter*;

(d) the *certified design*; and

(e) any *schedule of site specific conditions*.

1.6 Your connection application and connection details

1.6.1 We have made this *connection offer* on the basis of the information supplied by or on behalf of you as set out in the *connection application*. The *connection details* specified in the *connection application* are the *connection details* for this *contract* except where modified in writing by us and noted in the *connection offer* or *contract notification letter*.

1.6.2 You warrant that:

(a) at the time of accepting the *connection offer*, all details in the *connection application* are accurate in all material respects; and

(b) if you are *connecting* a *distribution connected unit*, you are a *connecting* it to a *distribution network* under chapter 5A of the *rules*.

1.6.3 If you have applied for *connection* of *distribution connected unit*, it is a minimum requirement that you ensure that the combined maximum *export capacity* of all *distribution connected units* at the *connection point* must not exceed the maximum *export capacity* of the *connection*.

1.7 Ongoing Connection Contract

1.7.1 Where this *contract* relates to us providing you with *standard connection services* the following provisions of this clause 1.7 apply to you.

Our Ongoing Connection Contract

(a) Unless you have entered into an *ongoing connection contract* with us on negotiated terms*,* on the date our *connection offer* is accepted or on the *certification date* in the case of *expedited connections,* our **Deemed Standard Connection Contract** (which is available on *Ausgrid's website*) is also formed in relation to the *connection* as well as the *electrical installation* of which it is a part*.* Its provisions take effect automatically when the *premises* or *distribution connected unit* is *connected* and you begin to take supply of electricity and/or *export* electricity into the *distribution network*. Our *ongoing connection contract* establishes the terms on which we will provide *ongoing connection services* to you at the *premises* once the *connection* is established.

(b) Some of the terms and conditions of this *contract* are continuing obligations, which means that you must comply with these terms and conditions after the *connection* has been *electrified* or we have commenced providing *ongoing connection services* to you. The following obligations of this *contract* are continuing obligations:

(1) clause 2.2.8(b);

(2) clause 2.4;

(3) clause 4.2;

(4) clause 4.3.1;

(5) clause 4.3.3 (except that the reference to clause 19 in clause 4.3.3 should be read as a reference to the relevant dispute resolution clauses in the *ongoing connection contract*);

(6) clause 5.2.1(c);

(7) clause 12.1.1; and

(8) clause 15.

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(c) The obligation to comply with these terms and conditions is contained in clause 3.3 of our *ongoing connection contract*

1.8 Site specific conditions

1.8.1 In accordance with the *energy laws*, we are entitled to impose *site specific conditions* on future customers of the same *premises* following consultation with you or the *connection applicant* (as your agent). Any *site specific condition* applicable to your *connection offer*:

(a) is detailed in the *schedule of site specific conditions* attached to the *connection offer*;

(b) may be entered on a register including, where relevant, the *CER Register*; and

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

2 Contract term

2.1 Commencement of the contract

2.1.1 This *contract* will be formed and will come into operation on the date we receive acceptance of your *connection offer* from you or, if you have requested an *expedited connection*, on the date we receive your *connection application.*

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

2.2 Expiry and termination of the contract

Expiry of this contract

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

Ending the contract when *work under the contract* has not commenced

2.2.2 We may end this *contract* by giving you notice in writing if *work under the contract* has not commenced in a material respect within three (3) months after the commencement of the *contract*. Whether *work under the contract* has commenced in a material respect will depend on the particular circumstances. By way of example, if 10% or more of the value of the *work under the contract* had been undertaken, that would be a material commencement of the work.

2.2.3 You may request in writing for us to extend the period by which *work under the contract* must commence provided you notify us at least ten (10) *business days* before the expiry of the three (3) month period referred to in clause 2.2.2 and you confirm that:

(a) there is not likely to be any substantial change required to the *certified design* as a result of the extension; and

(b) you can demonstrate to our satisfaction (acting reasonably) that *work under the contract* will commence within one (1) month.

2.2.4 If we agree to the extension under clause 2.2.3, we will specify the period for extension by notice to you in writing.

Other rights to end this contract

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

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

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

(a) a period of more than twelve (12) months has passed without you (whether personally, or through your *accredited service providers*) performing any material obligations under this *contract*;

(b) if we *disconnect* the *premises* in accordance with the *rules*; or

(c) we are entitled to end this *contract* under clause 2.4.1.

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

(a) we reasonably believe that the information in the *connection application* or any information subsequently provided to us is incomplete, inaccurate, false or misleading in any material respect, or we reasonably consider that there has been, or is likely to be, a material change that would render the *connection* or *asset relocation* (as applicable) you applied for unsuitable in any material respect or that would prevent us from being able to provide a *contract service* in accordance with *Ausgrid's Connection Standards*;

(b) you are required to obtain the consent of the owner(s) of the *premises* for the installation of a *distribution connected unit* and the *connection* of the unit to the *distribution network*, and you cannot verify to our reasonable satisfaction that this consent has been obtained; or

(c) if a *connection* has has been established or maintained otherwise than in accordance with the details contained in the *schedule to the certified design* (Appendix B) and we reasonably believe that the ongoing performance of this *contract* presents an immediate health and safety risk or a risk to the security of the *distribution system*.

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

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

2.3 Consequences of ending the contract

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

(a) all temporary works, construction plant, rubbish, surplus material, plant and equipment are disconnected, dismantled, decommissioned and removed from the *premises* and *distribution system* and any damage arising from their removal is repaired;

(b) the *premises* and *distribution system* is left in a condition which does not cause a health and safety risk to any person; and

(c) any incomplete works are removed and the *premises* and *distribution system* is returned to the condition they were in before any works commenced, unless we notify you that any such works do not need to be removed because we consider them suitable to form part of our *distribution network*.

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

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

2.4 Stopping our supply of standard connection services

2.4.1 You are no longer eligible to receive *standard connection services*, and we may refuse to *connect* (or may *disconnect*) your *premises* or the *connection* of a *distribution connected unit* at the *premises* (as applicable) in accordance with the *energy laws* or end this *contract* under clause 2.2.10 if:

(a) there has been an unauthorised change to the *connection* proposed in the *connection application* as varied in the *connection offer* (if applicable);

(b) the minimum requirements for the *connection* of a *distribution connected unit* as described in clause 1.6.2(b) and 1.6.3 are not being met; or

(c) the metering requirements of this *contract* have been breached.

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3 Provision of contract sevices

3.1 Our provision of contract services

3.1.1 We are not directly involved in the work required to *connect* the *premises* or *distribution connected unit* to the *distribution system*, the *connection* of a *distribution connected unit* to the *distribution system* or for having *asset relocation* works carried out. This work is provided by *accredited service providers* which you must retain.

3.1.2 We will provide you with *standard connection services* or *asset relocation services* on the terms and conditions set out in this *contract*.

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

3.2 Information

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

4 Characteristics and particulars of the connection

4.1 Application of this clause

4.1.1 This clause 4 only applies if we are providing you with *standard connection services*.

4.2 Connection capacity when the connection is established

4.2.1 We*,* acting reasonably, have assessed and determined the *capacity* that will ensure a safe and reliable supply of electricity to and from the *premises* you have described in the *connection application*. In determining the maximum *capacity*, we take into consideration the *capacity* applied for in the *connection application* but we are not obliged to agree to your requested *capacity*.

4.2.2 The maximum *capacity* of the *connection* and the maximum electricity current that may be drawn from the *distribution system* is stipulated in item 3 of the *schedule to the certified design* (Appendix B).

4.2.3 If your *connection application* relates to the *connection* of a *distribution connected unit* at the *premises*, the maximum *capacity* of the *connection* and the maximum electricity current that may be generated or exported at the *connection point* to the *distribution system* will be set out in the c*onnection offer* or, for an *expedited connection,* the *contract notification letter*. You must not draw electricity from, or generate or export electricity to, the *distribution system* at a rate which exceeds the maximum *capacity* for the *connection*, or exceeds the *import* or *export* limits applicable to the *connection* for all *distribution connected units* at or proposed to be at the *premises*, as that specified in the *connection offer* (or otherwise as applicable in this *connection contract*).

4.2.4 Where you have applied for a *flexible export connection arrangement* for your *connection* and the *distribution connected units* at your *premises* have *communication arrangements*, we may use those *communication arrangements* to dynamically vary the *export* limit of those *distribution connected units* in accordance with *Ausgrid's Connection Standards* to manage the reliability, safety and stability of the local *distribution system*. This means that the *export* limit is not fixed and we may from time to time vary it to any value from 1.5 kilowatts up to the maximum *capacity* of the *connection* (which is typically 10 kilowatts for a single phase *connection* and 10 kilowatts per phase for a three phase *connection*, unless a different value is approved, as specified in the *connection offer* or, for an *expedited connection*, the *contract notification letter*).

4.2.5 When *distribution connected units* at your *premises* have *communication arrangements*, if communications between those *distribution connected units* and Ausgrid cease for any period, we may decrease the *export* limit of those *distribution connected units* to the *default export* limit for the duration of that period.

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4.3 Review of load and reduction of maximum capacity

4.3.1 You acknowledge that our *connection policy* provides that we may from time to time review the maximum *import capacity* and *export capacity* of the *premises*. If:

(a) it has been at least five (5) years since your *connection* was *electrified;*

(b) your measured maximum demand or *export* has remained less than the corresponding agreed maximum capacity specified in item 3 of the *schedule to the certified design* (Appendix B) for at least the past two (2) years; and

(c) we require the unused *distribution network capacity* to relieve a forecast *network constraint*,

then we may reduce the maximum *import capacity* or *export capacity* to reflect your maximum demand (subject to clause 4.3.2 below).

4.3.2 We must not reduce the maximum *import capacity* or *export capacity* under clause 4.3.1 above unless:

(a) we have consulted with you (or, if someone else, the *retail customer* of the *premises*), in good faith, in relation to your anticipated future demand and considered any evidence submitted by you to us (including any expected ramp rates in your demand); and

(b) we have provided you with written notice of our decision to reduce the maximum *import capacity* and/or *export capacity* within a reasonable time prior to us making the proposed reduction and provided you with the revised maximum *capacity*. The revised maximum *capacity* will not be less than the demand measured during the previous two (2) years.

4.3.3 If you disagree with our reduction in maximum *capacity*, you may raise a dispute in accordance with clause 19.

4.3.4 We may only reduce the agreed maximum *import capacity* or *export capacity* in any other circumstance if we have your agreement to do so.

4.4 Maximum capacity of connection must not be exceeded

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

(a) remediate the *connection* to within the agreed limit (e.g. by installing a *load* or *export* limiting device at your premises); or

(b) enter into a new *contract* for increased maximum *import capacity* or *export capacity* or demand.

4.5 Connection point and point of common coupling

4.5.1 The *connection point* and *point of common coupling* are at the points identified in the *connection application* (unless altered under clause 4.6).

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

(a) a different *connection point* or a different *point of common coupling* from those indicated in the *connection offer* or the *contract notification letter*;

(b) more than one *connection point* at the *premises*; or

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

4.6 Application for connection alteration

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

5 Environmental, technical and safety requirements

5.1 Your obligations

5.1.1 You must do everything reasonably necessary to ensure that your *electrical professional* and any other contractor working on the *premises* or performing *work on or near the distribution system*

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complies with the environmental, technical and safety requirements set out in this clause 5, including by using all reasonable endeavours to include an obligation requiring them to do so in your contracts with them.

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

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

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

5.2 Technical, safety and environmental compliance

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

(a) *work on or near the distribution system* must be done in accordance with our **Electrical Safety Rules** (which are available to download from *Ausgrid's website*);

(b) the *electrical installation* and the *assets* comply with (or are maintained and operated, either by you or your authorised representatives, in accordance with) the requirements of *Ausgrid's Connection Standards* and any other applicable *laws*;

(c) the *assets* and the *electrical installation* are *fit for purpose*, which includes ensuring that the *assets* and *electrical installation* are:

(1) fit to operate safely in accordance with applicable *energy laws*, pose no fire risk to the environment that surrounds the *premises* and satisfy the requirement that all live parts must remain properly insulated and protected against inadvertent contact with any person; and

(2) designed and installed so as to ensure that they cannot be used in a manner that exceeds the operating limits imposed by the relevant design or the *Service and Installation Rules*;

(d) *your ASP/1* complies with the *environmental requirements*;

(e) you and any person engaged by you to perform your obligations under this *contract,* complies with all applicable *laws* relating to work health and safety and any appropriate warning signs are installed in accordance with applicable standards; and

(f) reasonable precuations to prevent situations where a *distribution connected unit* (if any under this *contract*) maintains a supply to the *distribution system* after it has been *disconnected*, including installing anti-islanding relays.

5.3 CER information, CER Register and technical facilities

5.3.1 You authorise us to access, store and utilise your *CER information* for the purpose of planning, managing and operating the *distribution network*, delivering efficient supply of electricity to the *distribution system* and enabling increased participation in *CER*. You must provide us with any further reasonable assistance that we may require for these purposes.

5.3.2 We must not disclose your *CER information* to any third party, except with your express consent, as required by any *law* or where the disclosure is to a consultant, professional advisor or subcontractor for the purpose of interpreting, managing or controlling the *CER information*.

5.3.3 You must provide such support to us and *CER* installers as we may, or the *CER* installers may, reasonably request to manage the reliability, safety, stability and security of the *distribution system* and our obligations under *laws,* regulations and licence conditions (including under an emergency backstop mechanism), in particular by cooperating with us to:

(a) implement technical and network *communication arrangements* with respect to *CER*; and

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(b) arrange, where appropriate, connection between *CER* assets and our servers and computers to enable the receipt and control of signals and configuration information,

to be used by us when necessary to manage emergencies and to maintain *distribution network* stability.

5.3.4 The *ongoing connection contract* applicable to your *connection* will allow *Ausgrid* to remotely interrupt or curtail the *export* and/or generation (including all generation) of electricity by the *distribution connected units* at your *premises* in the following circumstances:

(a) in response to a *Minimum System Load Event* as notified by *AEMO*,

(b) where directed to do so by *AEMO* or another person lawfully authorised by *AEMO* to issue that direction under the *energy laws*,

(c) in carrying out testing to ensure we are capable of remotely interrupting or curtailing *exports* and generation (including all generation), or

(d) in any other circumstances agreed in writing with you.

5.3.5 In carrying out testing of *communication arrangements* to ensure we are capable of remotely interrupting or curtailing the *export* and/or generation (including all generation) of electricity by the *distribution connected units* at your *premises*, we will notify you in accordance with the *ongoing connection contract* applicable to your *connection* or the relevant *energy laws*, as applicable (typically, we will notify you at least 48 hours prior to testing more than a cumulative total of 60 minutes within a 48 hour period).

5.3.6 If we use *communication arrangements* to remotely interrupt or curtail the *export* and/or generation (including all generation) of electricity by the *distribution connected units* at your *premises* in response to a *Minimum System Load Event* or where instructed by *AEMO* or another person authorised by *AEMO* under the *energy laws*, we will notify you in accordance with the *ongoing connection contract* applicable to your *connection* or the relevant *energy laws*, as applicable (typically, we will notify you as soon as practicable following any interruptions or curtailment that cumulatively lasts more than 120 minutes within a 48 hour period).

5.3.7 If *CER Register information* requires updating because a *distribution connected unit* at the *connection point* is installed, modified or decommissioned, you must ensure that:

(a) the *electrical professional* engaged to install, modify or decommission the *distribution connected unit* is a *CER Register* account holder and complies with *AEMO*'s requirements for updating and completing the *CER Register* for the *connection* as soon as reasonably practicable; and

(b) if you become aware that the *electrical professional* will not update, or has not updated, the *CER Register* as required under clause 5.3.7(a), you must contact us to discuss an appropriate course of action.

5.4 Premises safety, network safety and equipment interference

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

(a) cause the *electrical installation* or *distribution system* to present a health and safety risk or risk to the security of the *distribution system*;

(b) cause the *electrical installation* or the *assets* to not comply with the conditions of this *contract*; or

(c) damage the *distribution system* or any other customer's *electrical installation* or electrical goods or equipment utilising that *electrical installation*.

5.4.2 You acknowledge and agree:

(a) that if you or your *electrical professionals* install equipment that, after *connection* or *electrification*, causes interference to the electricity equipment operated by us or to electricity sold to any *retail customer* at any premises, we may *disconnect* the *premises* and require the equipment causing the interference to be rectified at your cost;

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(b) to take reasonable steps to ensure that your *electrical professionals* select and install equipment that must not, or will not be likely to, cause such interference;

(c) that if we inform you before or after *connection* or *electrification* that in our reasonable opinion any equipment installed at the *premises* will cause, or is likely to cause, such interference, you will take such steps reasonably necessary to ensure that no such interference occurs; and

(d) that we may, at our discretion, withhold our *contract services*, *disconnect* the *premises* after the *connection* is *electrified* or end the *contract* if you do not comply with our reasonable requirements under this clause 5.4.2.

5.5 Consumer's mains and main switchboard

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

5.5.2 You acknowledge that we will not *electrify* any relevant substation unless the *consumer's mains* and the main switchboard comply with the requirements of this clause 5.5.

5.6 Installation drawings and documentation

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

5.6.2 You must ensure that any installation drawings and documents submitted to us under clause 5.6.1 will be amended to accord with any reasonable technical, safety or environmental requirement notified by us to your *electrical professional*.

5.6.3 Installation drawings and documents must be submitted in completed and final form no more than ten (10) *business days* prior to the *proposed completion date* or, to the extent *electrification* is to take place under this *contract*, *proposed electrification date*.

5.7 Metering services

5.7.1 This clause 5.7 applies if we are providing *standard connection services.*

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

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

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

6 Appointing electrical professionals

6.1 You must retain electrical professionals

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

(a) appointing an *ASP/1* to construct your *electrical installation* and ensure that your *connection* and its impact on the *distribution system* remain safe and reliable; and

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(b) appointing an *ASP/1* to install and connect the *premises connection assets* (with you and your *accredited service providers* determining what *premises connection assets* are required) in accordance with the *Service and Installation Rules*.

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

6.2 Role of your electrical professional under this contract

6.2.1 The *contestable connection services* performed by *your ASP/1* is pursuant to a contract between you and *your ASP/1* and we are not a party to that contract.

6.2.2 You acknowledge that *your ASP/1* is party to an *authorisation agreement* with us, which obliges the *ASP/1* to comply with our requirements in respect of the construction and installation of works relating to *contestable connection works* (or to perform work in relation to the construction, installation, commissioning of *Ausgrid-funded assets*).

6.2.3 Where a provision of this *contract* refers to a requirement that will be discharged by *your ASP/1* on your behalf (as your agent), you must ensure that *your ASP/1* complies with the requirement and you will continue to be responsible and liable for the performance of that requirement, and any acts or omissions of *your ASP/1* in breach of your obligations may lead us to end this *contract* or suspend the *contract services*, leading to a delay in your *connection* or *asset relocation*.

6.2.4 You acknowledge that if you have engaged *your ASP/1* to act as your agent for the performance of obligations under this *contract* and to perform the *contestable connection services*, *your ASP/1* may have a conflict of interest in acting for itself under the *authorisation agreement* and for you under this *contract*.

6.3 ASP/1 may be requested to perform Ausgrid-funded assets works

6.3.1 *Ausgrid-funded assets* may be required because the *connection* cannot be made without these assets, or due to reasons of economic efficiency, we have decided to fund the installation of the *Ausgrid-funded assets* at the time the *assets* are installed.

6.3.2 You acknowledge and agree that we may, in accordance with our policies and procedures, request that you ascertain and inform us whether your *ASP/1* is willing to construct the *Ausgrid-funded assets* referred to in the *schedule to the certified design* (Appendix B) for *Ausgrid's offered price*.

6.4 Acknowledgements concerning Ausgrid-funded assets works

6.4.1 You acknowledge that:

(a) *your ASP/1* is not obliged to construct some or all of the *Ausgrid-funded assets* but may agree with us to do so (including by negotiating an alternative price with us);

(b) we have a duty to ensure that the price we pay for the *Ausgrid-funded assets* is reasonable and if *your ASP/1* offers to install them for a price higher than *Ausgrid's offered price*, we may reject *your ASP/1's* offer; and

(c) if *your ASP/1* declines to construct the *Ausgrid-funded assets*, we may decide to construct the *Ausgrid-funded assets* ourselves, in which case commencement and completion of the *work under the contract* may be delayed and we may not be able to provide the relevant *standard connection service*s by the date you wish to *connect* the *premises*.

6.4.2 You further acknowledge and agree that if *your ASP/1* does construct the *Ausgrid-funded assets*:

(a) *your ASP/1* must submit payment claims to us for all work in connection with the *Ausgrid-funded assets* pursuant to the *authorisation agreement*;

(b) you are not responsible for paying, and you should not pay, *your ASP/1* for the *Ausgrid-funded assets works*; and

(c) we will not be liable for any payment made by you to *your ASP/1* in respect of any *Ausgrid-funded asset works*.

6.4.3 If we have not reached agreement with *your ASP/1* or made a decision concerning construction of the *Ausgrid-funded assets* by the time you have notified us that you have satisfied the conditions in clause 10 in relation to commencing the *work under the contract,* we will make a decision as to

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whether we will construct those assets within ten (10) *business days* after this date and we will notify both you and *your ASP/1* of our decision.

7 Deed of guarantee of minimum revenue

7.1 Circumstances in which we may require security

7.1.1 If we are providing *standard connection services* under this *contract* and are entitled to require you to provide security for the cost of *augmentation* under our *connection policy,* we may, as a condition of undertaking the *augmentation* works*,* require you to enter into a *deed of guarantee of minimum revenue*:

(a) in which you undertake to pay in respect of each of the five (5) years after the date of e*lectrification* a sum equal to the minimum *network charges* amount that we calculate and apply in accordance with the *rules*; and

(b) pursuant to which you provide us a *bank guarantee* for the sum set out in item 9 of the *schedule to the certified design* (Appendix B).

7.1.2 If we require you to enter into a *deed of guarantee of minimum revenue* in accordance with clause 7.1.1:

(a) item 9 of the *schedule to the certified design* (Appendix B) will state that a deed of *guarantee of minimum revenue* is required and will stipulate the amount of security to be provided; and

(b) if applicable, we will set out in Appendix D our requirements in relation to executing the *deed of guarantee of minimum revenue* and any preconditions to us providing our *standard connection services*, construction services and *electrification*.

7.1.3 The *deed of guarantee of minimum revenue* is available on *Ausgrid's website*.

8 Amendments to the certified design

8.1 Scope of variations

8.1.1 You must ensure that at any time before or during construction of the *work under the contract* and, if applicable, the *Ausgrid-funded assets*, that the *work under the contract* and, if applicable, the *Ausgrid-funded assets works* is consistent with the *certified design*.

8.1.2 If at any time before or during construction of the *work under the contract* and the *Ausgrid-funded assets* (if applicable), a design variation is required to the *certified design*, you must take reasonable steps to ensure that *your ASP/1* confers with your *ASP/3* to ascertain what design modifications are required to the *certified design*.

8.2 Work under the contract

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

(a) agree that work may proceed and that the relevant amendments to the *certified design* may be recorded "as-built" in our *GIS*, or the *certified design* may be submitted for re-certification under the *design contract* at a later date; or

(b) require your *ASP/3* to submit an amended design for re-certification or submit a new design that becomes a *certified design* before the work affected by the design variation proceeds.

8.2.2 If clause 8.2.1(b) applies:

(a) you must order *your ASP/1* to suspend *work under the contract* and the *Ausgrid-funded assets works* affected by the proposed design variation; and

(b) if you disagree with our decision, you may make a written request to us for a conference, which must be held within five (5) *business days* of your request.

8.3 Cost of variations

8.3.1 You acknowledge and agree that we will not be liable for any costs incurred by you or any *electrical professional* in connection with any amended or new design required by us under this clause 8 (except to the extent those costs relate to an amended or new design of the *Ausgrid-funded assets*).

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9 Work under the contract

9.1 Timetable for work under the contract

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

9.1.2 It is your responsibility to agree timeframes for commencing and completing the *work under the contract* with *your ASP/1*. You acknowledge and agree that, in submitting the *Table of Critical Dates* (including submitting any changes under clause 9.1.3 and amendments under clause 9.1.7), your *ASP/1* is doing so in consultation with you and with your approval and agreement.

9.1.3 You must ensure that *your ASP/1* submits the *Table of Critical Dates* and updates it to reflect any changes, including any changes as a result of a variation to the *certified design* under clause 8.

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

9.1.5 If we do not accept the *Table of Critical Dates*, we will notify you and *your ASP/1* in writing, setting out our reasons. Any dispute arising in relation to the *Table of Critical Dates* is a dispute for the purposes of clause 19 of this *contract* and the parties must attempt to resolve the dispute in accordance with that clause.

9.1.6 You acknowledge and agree that:

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

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

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

9.2 Failure to meet critical dates

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

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

10 Commencement of work under the contract

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

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

(a) all sums invoiced by us in accordance with clause 15.1.4 have been paid;

(b) *your ASP/1* informs us in accordance with clause 6.3; and

(c) we have provided agreement to the *Table of Critical Dates* in accordance with clause 9.1.4.

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

11.1 ASP/1's performance

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

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

(a) has committed a serious breach of the technical, safety and environmental compliance requirements set out in clause 5.2; or

(b) has failed to rectify a *major defect* in any *work under the contract* or, if applicable, in the *Ausgrid-funded assets works*.

11.1.3 You acknowledge and agree that:

(a) *your ASP/1* is responsible for ensuring that all non-electrical work utilised by the *ASP/1* in the construction of *assets* is safe and *fit for purpose*; and

(b) until *your ASP/1*, acting reasonably, is satisfied that the modification referred to below in clause 11.2.1(c) has been completed and the work is *fit for purpose*, no further *work under the contract* to the extent that any further work is dependent on such work being *fit for purpose*.

11.2 Rectification of defects pre electrification

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

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

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

(c) you rectify (or you procure your *electrical professional* to rectify) any *non-electrical defect* at no cost to us.

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

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

11.3 Rectification of defects during rectification period

11.3.1 You acknowledge and agree that:

(a) *your ASP/*1 will be responsible and liable at its own cost and expense for rectifying any *defect* in the *work under the contract* for the *rectification period;*

(b) you are responsible and liable for, at your own cost and expense, all re-design work required to rectify and make good a *defective design*, and any rectification works to the *assets* required due to such *defective design*, during the *rectification period*; and

(c) you are responsible and liable for rectifying (or procuring your *electrical professional* to rectify) at your own cost and expense any *non-electrical defects* and any rectification works to the *assets* required due to the *non-electrical defects*, at the *premises* during the *rectification period*.

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

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

11.4 Rectification requirements and indemnities

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

11.4.2 If any *defect* is not rectified in accordance with clause 11.2 or 11.3 or where urgent action is necessary to protect the safety, security and reliability of the *distribution system*, we may at our discretion take actions reasonably necessary to carry out the rectification work to our reasonable satisfaction and at your cost and expense (provided that costs must be reasonably incurred and substantiated in writing), including disconnecting the *premises* until the relevant *defect* or fault is rectified.

11.5 Termination of your contract with the ASP/1

11.5.1 You acknowledge that if:

(a) *your ASP/1's* performance referred to in clause 11.1.1 is not remedied; or

(b) the *major defect* referred to in clause 11.1.2 is not rectified,

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

11.5.2 If *your ASP/1* continues to undertake the *work under the contract* (or the *Ausgrid-funded assets works*, if applicable) where the matters in clause 11.5.1 have not been remedied or rectified or where we have terminated the *authorisation agreement* with *your ASP/1*, we may terminate this *contract* with ten (10) *business days*' notice unless you:

(a) terminate your contract with *your ASP/1* and engage another *ASP/1* to complete the *contestable connection services* or *asset relocation* works; and

(b) where applicable, request that the *ASP/1* engaged in clause 11.5.2(a) agree to perform the *Ausgrid-funded assets works*.

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

11.5.4 If the *ASP/*1 whose contract you terminated was also engaged in constructing *Ausgrid-funded assets*, we will negotiate with your new *ASP/1* concerning the cost of completing the *Ausgrid-funded assets* and clauses 6.3 to 6.4 of this *contract* will apply.

11.5.5 If you terminate the *contract* with *your ASP/1* other than in the circumstances described in clause 11.5.2 or *your ASP/1* terminates its contract with you*,* and the *ASP/*1 whose contract was terminated was also engaged in constructing *Ausgrid-funded assets,* then we will negotiate with your new *ASP/1* concerning the cost of completing the *Ausgrid-funded assets* and clauses 6.3 to 6.4 of this *contract* will apply.

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

11.5.7 If your contract with *your ASP/1* is terminated in the circumstances described in clause 11.5.5 and there is any increase in total cost for the *Ausgrid-funded assets* (taking into account what is actually paid to your original *ASP/1*) compared to the cost that would have been paid to your original *ASP/1* and your replacement *ASP/1*, the difference will be a debt due and payable by you to us.

11.6 Payment claims for contestable services

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

(a) payment that we are required to pay *your ASP/1* pursuant to any adjudication determination or judgement in respect of the payment claim; and

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(b) legal costs (on an indemnity basis) reasonably incurred by us in respect of such payment claim.

11.6.2 This clause 11.6 does not entitle us to recover any amount from you in relation to *Ausgrid-funded assets*.

12 Agreement to grant leases or easements

12.1 Interests in land

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

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

(a) a duly executed *deed of agreement* or a registerable instrument in the form of an easement or lease granting us the *interests in land* required under clause 12.1.1; and

(b) if you are submitting a registrable instrument in the form of an easement or lease in clause 12.1.2(a) (and not a *deed of agreement*), a *survey plan* from a *registered surveyor* in registerable form and complying with all requirements of the *LRS* giving effect to, and showing the specific location of, the *interests in land* required under clause 12.1.1.

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

(a) lodge the *interests in land* in favour of the *Network Owner* for registration with the *LRS* and provide us with proof of lodgement of the *interests in land* from *LRS*, but only if you have provided us (or have been directed by us to provide us) with a duly executed registerable easement or lease under clause 12.1.2(b); and

(b) in accordance with the agreed staging of works with *your ASP/1*, procure and provide us with the *red line survey plan* from a *registered surveyor*.

12.2 Caveat on title

12.2.1 If you provide (or have been directed by us to provide) a *deed of agreement* to us under clause 12.1.3(a), on receipt of the *deed of agreement* we may lodge a caveat on the title of the *land* affected by the relevant *interest in land* to protect the *Network Owner's interest in land* until such time that the *interest in land* is registered with the *LRS*. You must not take any action, or cause or permit or encourage any action, that would cause the removal of that caveat without our written consent.

12.2.2 If a transfer of the *land* is sought prior to registration of the *interests in land*, you must obtain a replacement *deed of agreement* from the prospective landowner which complies with clause 12.1.3(a) as a precondition to any caveator consent being provided by us.

12.3 Electrification prior to registration

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

12.3.2 If you fail to comply with clause 12.3.1, we may elect to serve you with a registration demand and may commence legal proceedings against you if the failure is not rectified within twenty (20) *business days* of the date of the registration demand. You agree to indemnify us for our costs (including all legal costs) for such proceedings and issuing of such notices.

12.4 Ausgrid's right to suspension for non-compliance

12.4.1 If you fail to comply with your obligations under this clause 12, we reserve the right to suspend performing our obligations under the *contract* and order *your ASP/1* to cease continuing *work under the contract* and the *Ausgrid-funded assets works* (***suspension of work***). If a *suspension of work* occurs, you must take all steps to immediately rectify the situation before we recommence discharging our obligations under this *contract* or allowing *your ASP/1* to continue *work under the contract* and the *Ausgrid-funded assets works.*

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

13.1 Application of this clause

13.1.1 Where this *contract* relates to *asset relocation services*, the parties acknowledge that this clause 13 will only apply to the extent that *electrification* is to take place in respect of the *distribution system* assets to be relocated.

13.2 Electrification

13.2.1 We will *electrify* the *premises connection assets* on the *proposed electrification date* (as adjusted in accordance with clause 9.2, if applicable) if you and *your ASP/1* have complied with the conditions of this *contract* that constitute *preconditions to electrification* as set out in clause 13.3.2.

13.3 Your acknowledgements concerning the proposed electrification date

13.3.1 You acknowledge and agree that:

(a) we may be prevented by a *force majeure event* from *electrifying* the *assets* on the *proposed electrification date* (as extended under clause 9.2);

(b) in an emergency, we may not be in a position to notify you or *your ASP/1* of a *force majeure event* until after the time scheduled for *electrification*; and

(c) we may be prevented by adverse network circumstances (as described in paragraph (b) of the definition of *force majeure* in clause 23.2) from reserving a *proposed electrification date* requested by *your ASP/1*.

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

(a) lodgement of the leases and easements for registration, or execution of a *deed of agreement*, in accordance with clause 12.1.3(a);

(b) providing us with a *survey plan* and *red line survey plan* prepared by a *registered surveyor*, in accordance with clause 12.1.2(b) or 12.1.3(b);

(c) complying (and *your ASP/1* complying) with the *Table of Critical Dates*, including satisfying every item in the table and (where applicable) following the procedure set out in clause 9.2 relating to a revision of the *proposed electrification date*;

(d) rectifying any *defects* in the *assets*, or any *non-electrical defects* in works, in accordance with clause 11.2;

(e) paying all charges prior to the *proposed electrification date* in accordance with clause 17;

(f) if the *connection* to the *premises* is new, entering into a contract with a *retailer* for the supply of electricity to the *premises*;

(g) satisfying all our technical, safety and environmental compliance requirements set out in clause 5 by the relevant date;

(h) ensuring that any new or replacement *distribution connected unit* that is being *connected* at the *premises*, is compliant with, and set to, the *CER Technical Standards*; and

(i) if we are providing *standard connection services* under this *contract*:

(1) satisfying the requirements of clause 17.3, including by providing us with an estimate of the number of potential new members of the applicable *pioneer scheme*;

(2) providing us with a *deed of guarantee of minimum revenue* and *bank guarantee* in accordance with clause 7 (if applicable); and

(3) ensuring that a metering installation has been installed and registered in accordance with Chapter 7 of the *rules*.

13.3.3 Once the *preconditions to electrification* set out in clause 13.3.2 have been satisfied, the parties will carry out all necessary and desirable actions to *electrify* the relevant *assets* (and, if applicable, the *Ausgrid-funded assets*).

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14 Ownership of the premises connection assets

14.1.1 You acknowledge and agree ownership, responsibility and care will transfer to the *Network Owner* for the operation and maintenance of:

(a) the *premises connection assets* when they are *electrified* as they will form part of the *distribution system* and that the *premises connection assets* are not fixtures (and you will take all reasonable steps to transfer the *premises connection assets* to the *Network Owner* either at or before *electrification*); and

(b) the relocated *distribution system assets* when the *asset relocation* is completed or, where *electrification* is to take place, when they are *electrified*.

14.1.2 You must make all necessary inquiries to ascertain that the *Network Owner* will acquire those *assets* without challenge to its rights of ownership and you must do all things reasonably open to you and necessary to ensure the *Network Owner's* ownership is not open to challenge. This may include ensuring that appropriate transfer of title provisions are contained in your contracts with *your ASP/1* and other contractors.

14.1.3 In the event of any challenge to the *Network Owner's* ownership, you must at no cost to us, do everything we reasonably request to assist us in asserting the *Network Owner's* title to the *assets*, including obtaining the assistance of *your ASP/1* and indemnify us for all costs and expenses incurred by us (including legal fees on an indemnity basis) in asserting the *Network Owner's* title to the *assets*.

14.1.4 Where the *contract services* relate only to *asset relocation services* any *distribution system* assets decommissioned as part of the *asset relocation* remain the property of the *Network Owner* and must (at your cost):

(a) be returned to us at a time and place agreeable to us (acting reasonably); or

(b) where we decide that the *distribution system* asset is no longer required, be disposed of by you in accordance with *law*.

15 Access, inspections and site safety

15.1 Inspections, safe access and assistance

15.1.1 You must provide us, our agents, contractors and employees with safe, unhindered and cooperative access to the *premises* (either before or after *electrification*) for any purpose or activity in connection with us undertaking a *contract service*, including:

(a) the inspection of any *work under the contract* or other *contestable connection service* or *electrical installation* works carried out by *electrical professionals*, including for the purpose of auditing and assessing the extent to which your *electrical professionals* are complying with the requirements of *Ausgrid's Connection Standards*, the *ongoing connection contract*, or the *energy laws* in the performance of the works;

(b) any matter concerning the safety of the *electrical installation*, the *assets* or the *connection*;

(c) any fault or *defect* or possible fault or *defect* in the *assets* or the *electrical installation*;

(d) in accordance with the terms of any relevant *interests in land*;

(e) accessing, physically or remotely, your *distribution connected unit* to ensure the configuration is compliant with network standards and the *schedule of site-specific conditions*;

(f) restoring the *premises* or *distribution system* to the condition it was in before any works commenced where you have not done so in accordance with the requirements of clause 2.3.1; and

(g) any breach or possible breach of our requirements imposed under the *energy laws*, this *contract,* the *ongoing connection contract* or or the exercise of any other function conferred on us under any *energy laws*.

15.1.2 In an emergency, you must permit our authorised officers to enter the *premises* at any time of day or night. Otherwise, we will use reasonable endeavours to provide you with five (5) *business days* notice when we require access to the *premises*.

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15.1.3 We do not represent or warrant that we will carry out an inspection or that any inspection carried out by us will identify any or all faults or *defects* in the *assets* or the *electrical installation* or that those works are free from fault or *defects* if none are identified in the course of such inspection. You remain responsible and liable for the condition of the *assets* and *electrical installation* and all other electrical works carried out at the *premises* on your behalf.

15.1.4 We may charge differential rates for inspection of *work under the contract* depending upon the grading held by your *electrical professional* and consequently inspection and other fees billed to you will reflect the *electrical professional's* grading. Details of charges associated with inspection services (by category) are set out in the applicable **Alternative Control Services Fee Schedule** available on *Ausgrid's website*.

15.2 Licence for access to premises connection assets

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

16 Notice of Arrangement for a Subdivision

16.1 Notice of arrangement for subdivision

16.1.1 For the purposes of this clause 16.1, a notice of arrangement means a written notice by us to a local government authority or other *Authority* (the ***consent authority***) confirming that satisfactory arrangements have been made for the provision of an adequate electricity supply to land for which development consent for a plan of subdivision has been or will be lodged with the *consent authority*. Such a notice of arrangement is usually a prerequisite to the *consent authority*'s consent to release the plan of subdivision for registration with *LRS*.

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

17 Ausgrid's fees and charges

17.1 Our connection charges

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

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

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

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

17.1.5 Details of our charges associated with this *connection offer* are set out in the *schedule to the certified design* (Appendix B) (which accompanies the *connection offer*) and are our estimates of our expected charges which are likely to arise in relation to the construction of the *distribution system* assets required in order for you to *connect*. If additional *contract services* are required, additional charges will apply (as outlined below in clause 17.2.3).

17.2 Billing arrangements

17.2.1 *Connection charges* will be billed directly to you, or, if applicable, the *connection applicant* or *electrical professional* acting on your behalf. Where applicable, a contribution to a *pioneer scheme* (referred to in clause 17.3 below) will also be billed directly to you.

17.2.2 If we invoice you for fees and charges (including for any access permit) in relation to the *contract services* you are obliged to pay in accordance with the payment terms set out in the invoice. Our payment terms are twelve (12) *business days* from the date of the invoice. Where we require upfront

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payment of a portion of our fees in accordance with clause 17.1.4, we will invoice you for these fees as soon as possible and we require payment in accordance with this clause 17.2.2.

17.2.3 You acknowledge and agree that:

(a) the *connection charges* may also comprise any *alternative control services* you or *your ASP/1* or *ASP/3* may incur in addition to those reasonably anticipated by us, which we will invoice to you prior to the *proposed electrification date*, payment of which will be a pre-condition to *electrification*. If we are unable to invoice you prior to *electrification* or *completion* of the *asset relocation*, we will invoice you as soon as reasonably practicable following this, and the invoice is due and payable by you; and

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

17.3 Pioneer schemes

17.3.1 Where we are providing you with *standard connection services*, you may be required to make a contribution to a *pioneer scheme* if the *premises* will be *connected* to a part of the *distribution network* that has been *augmented* by way of network *extension* within the last seven (7) years and a previous customer has funded that cost (***pioneer scheme***).

17.3.2 You will not be required to contribute to a *pioneer scheme* under this *contract* unless we have stated this in our *connection offer* or, for *expedited connections*, the *contract notification letter*, and specified the required contributions in item 8 of the *schedule to the certified design* (Appendix B) (which will state that a *pioneer scheme* applies).

17.3.3 Where this clause 17.3 applies, payment of the amounts stated in the *connection offer* or *contract notification letter* is a *pre-condition to electrification* of the *connection.* You must take reasonable steps to ensure that the *connection* is not *electrified* until you have paid the required contribution to each relevant *pioneer scheme*.

17.4 Capital contributions

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

18 Customer risk and liability

18.1 Responsibility and risk of work under the contract

18.1.1 You accept all risks associated with the *work under the contract* or other *contestable connection services* carried out by you and your *electrical professional*. These risks include:

(a) the risk of delay or increased costs in relation to the carrying out of such *work under the contract* or other *contestable connection services*;

(b) any faults or *defects* in relation to such *work under the contract* or other *contestable connection services* and remediation and rectification of those *defects* or faults;

(c) the risk of carrying out *work under the contract* or other *contestable connection services* and in compliance with applicable *laws* (including the *energy laws*), *Ausgrid's Connection Standards*, the *environmental requirements*, the premises and network safety requirements set out in clause 5.4 and for ensuring that the *assets* and *electrical installation* are fit for safe operation in the manner required under clause 5.2.1(c);

(d) the care, cost and risk of maintaining:

(1) the *premises connection assets* (until those assets are transferred to the *Network Owner* under clause 14); and

(2) the area around the *premises connection assets*, including clearing vegetation and maintaining such clearance (until those assets are transferred to the *Network Owner* under clause 14),

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

18.1.2 You acknowledge and agree that we have no liability, and you are not entitled to make a claim against us in respect of, any delay to, or additional cost for, the *work under the contract* or other *contestable connection services* as described in clause 18.1.1 or any other loss or damage suffered or incurred by you arising from the occurrence of any of the risks set out above in clause 18.1.1, except to the extent caused by our negligent act or omission, bad faith or breach of contract.

18.1.3 You further acknowledge that any involvement by us in relation to the *work under the contract* and any other *contestable connection services* required to establish the *connection* between the *distribution network* and the *electrical installation* (including *distribution connected units*) at the *premises*:

(a) is undertaken by us as a means of providing us with reasonable assurance that the performance of the *work under the contract* and other *contestable connection services* and and the risk assumed by you pursuant to clause 18.1.1 will not, upon transfer of those *premises connection assets* to us under clause 14, cause us to assume any risk in excess of the level of risk we would assume if we had carried out the *work under the contract* or other *contestable connection services*;

(b) does not, and is not in any circumstance to be taken to, constitute any review, approval, consent, ratification, endorsement, certificate or any similar action by us;

(c) will not give rise to any liability by us to you; and

(d) does not in any way restrict us from recovering amounts under this *contract* in relation to a failure by you (or your *electrical professional*) to comply with this *contract*.

18.2 Limitations of liability

18.2.1 Subject to clause 18.2.2, to the extent permitted by law, the total aggregate liability of either party (the **first party**) to the other party in respect of any loss or damage arising in relation to this contract (whether arising under contract, in tort (including negligence) or otherwise) is limited to the lesser of:

(a) the cost of repair or replacement of any property damaged (as appropriate) as a result of the first party's failure; and

(b) $5,000.00.

18.2.2 The limitation of liability under clause 18.2.1 does not apply:

(a) to the extent that the relevant loss or damage is caused by the first party's bad faith, wilful misconduct, fraud, breach of law, failure to comply with any relevant authorisation or breach of the first party's; and

(b) to a breach by us of any guarantee under Part 3-2 of the **Australian Consumer Law** applicable to the provision of *contract services*, in relation to which our liability is instead limited (at our election) to the replacement of the relevant *contract services*, the supply of equivalent *contract services* (as relevant), or the payment of their cost.

18.3 Exclusion of consequential loss

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

18.4 Indemnity

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

(a) for:

(1) loss of, or damage to, or loss of use of, any real or personal property; or

(2) personal injury, disease or illness (including mental illness) to, or death of, any person,

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arising from or in connection with the carrying out of the *work under the contract* or for a breach by you of this *contract*;

(b) as a result of any failure by you or your *electrical professionals* to comply with applicable *laws* or *authorisation*;

(c) in connection with:

(1) any *defects* or faults in the *assets*, including any works not performed by *your ASP/1* for which *your ASP/1* has assumed responsibility for, arising during the *rectification period* and where circumstances giving rise to the loss, damage, liability, claim or expense occur during the *rectification period* as a result of any *defects*, to the extent we are unable to recover from *your ASP/1* under the *authorisation agreement*;

(2) any failure by you to ensure that your *electrical professionals* carry out any work directed in a notice provided by us in accordance with clause 11.2.2 and 11.3.3;

(3) your *electrical professionals* or other contractors carrying out the *work under the contract*, including, for the avoidance of doubt, any work relating to the *Ausgrid-funded assets* that you agree to undertake under clause 6.4;

(4) the undertaking by us of any works on the *distribution system*, the *assets*, plant or equipment required to enable *contract services* to be provided to you (including to ensure we meet our system security, reliability or health and safety obligations), to the extent that our claim arises as a direct or indirect consequence of the act or omission of you or your *electrical professional*;

(5) any failure by you to maintain:

(i) the *assets* (until the *assets* are transferred to the *Network Owner*); or

(ii) at all times, the area around the *work under the contract*,

in accordance with applicable safety standards or any failure by you to comply with any safety-related corrective works required by notice from us to be undertaken by you within the specified time; and

(d) by your *electricial professionals* in relation to amounts payable by you to your *electrical professionals* in connection with the provision of *contract services*.

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

19 Dispute resolution

19.1 Complaints and referral of dispute

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

19.1.2 If you are a *small customer* and we have investigated your complaint or dispute and you are still not satisfied with the investigation, you may refer your dispute to the New South Wales Energy and Water Ombudsman (**EWON**). EWON may be contacted on free call 1800 246 545 or at www.ewon.com.au.

19.2 Referral to the Australian Energy Regulator

19.2.1 The process and procedures described in our **Standard Complaints and Dispute Resolution Procedures** do not limit your rights under the National Electricity Law to refer to the *regulator* a dispute:

(a) regarding the terms and conditions of this *contract*; and

(b) about the *connection charges* payable to us.

19.2.2 You acknowledge that the *regulator* may require you to attempt to resolve a dispute with us by an alternative means.

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19.3 In the event of serious breach

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

20 Confidential information

20.1 Use and disclosure of confidential information

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

(a) keep this information confidential;

(b) only use *confidential information* for the purposes of, and to the extent necessary for, exercising its rights and performing its obligations under this *contract*; and

(c) may not disclose *confidential information* to any third party except in accordance with clause 20.1.2.

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

(a) to an officer, employee, agent, contractor, financial or other professional or legal adviser if the disclosure is necessary to enable the *recipient* to perform its obligations or to exercise its rights under this *contract* and this person is informed of the confidential nature of the *confidential information*, does not use it for any other purpose other than as permitted under clause 20.1.1(b) and undertakes to comply with the obligations of confidentiality under this *contract*; and

(b) to the extent it is required be disclosed under any *law*, order of an *Authority* or rules of any stock exchange, provided that, before such disclosure, the *recipient* must, to the extent that it does not conflict with its obligations under any such *law*, order of any *Authority* or rules of a stock exchange:

(1) immediately notify the *discloser* of the requirement to disclose the *confidential information*;

(2) give the *recipient* a reasonable opportunity to challenge the requirement, and provide all reasonable assistance and cooperation, and follow any reasonable directions of the *discloser*, which the *discloser* considers necessary to prevent or minimise disclosure of the *confidential information*; and

(3) only disclose *confidential information* to the extent necessary to comply.

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

20.1.4 The obligations in this clause 20 survive the termination of this *contract* and end on the latter of the termination of this *contract* and the date that is three (3) years after the date of this *contract*.

21 Miscellaneous

21.1 Amendment

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

21.2 Assignment, novation and sub-contracting

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

21.2.2 We may subcontract any of our obligations under this *contract* provided that we remain fully responsible for the provision of our obligations by any subcontractor as if they were performed by us, and we may assign or novate our rights and/or obligations under this *contract* as we determine.

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21.2.3 If you propose to assign or novate this *contract* under clause 21.2.1 you must:

(a) provide us with details of the new connection customer; and

(b) promptly execute, and procure the new customer to execute, a novation agreement in the form provided by us to you.

21.3 Entire understanding

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

(a) affect the meaning or interpretation of this *contract*; or

(b) constitute any collateral agreement, warranty or understanding between the parties or with any other person.

21.4 Survival

21.4.1 Clauses 1.6, 2.3, 4.3, 4.4, 5.1, 5.2, 5.3, 5.4, 11.3, 12, 13.3, 14, 15, 17, 18, 19, 20 (subject to clause 20.1.4), 21, 22 and 23 and any other clause expressly or by implication intended to survive termination or expiry of this *contract*, will survive termination or expiry of this *contract*.

22 Interpretation and governing law

22.1 Interpretation

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

(a) words importing the singular include the plural and vice versa; and any gender includes the other genders;

(b) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this *contract* have a corresponding meaning;

(c) a reference to a person includes a natural person, firm, unincorporated association, corporation, government body, statutory body or authority;

(d) a reference to a person includes its legal personal representatives, successors and assigns;

(e) a reference to legislation, a statute, ordinance, code or other law includes regulations, rules and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(f) a reference to a *real estate developer* includes the registered proprietor of relevant *land* and any contractor or subcontractor to that registered proprietor who is engaged in physical works on that *land* but does not include an *accredited service provider*;

(g) a reference to a right includes a benefit, remedy, discretion, authority or power;

(h) “including” always implies an inclusion without limitation; and

(i) headings are for convenience only and do not affect interpretation.

22.2 Governing law and jurisdiction

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

23 Dictionary

23.1 Statutory definitions apply

23.1.1 Terms used in the *connection offer* and the *contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of *energy laws*, which bears the extended meaning given in clause 23.2.

23.1.2 For ease of reference, we offer the definitions set out in clause 23.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in this clause 23.2.

23.2 Dictionary

23.2.1 The words in italics in this *contract* are defined in clause 23.2.2 below.

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23.2.2 Subject to clause 23.1, the following words have the following meanings:

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

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

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

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

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

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

ancillary service fees under this *contract* are the fees payable in accordance with clause 17.

Appendix means an appendix to this *contract*.

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

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

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

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

asset relocation means the relocation of existing *distribution system* assets to be carried out in accordance with this *contract,* and includes all associated work, including works near the *distribution system* and not necessarily on the *distribution system*, the construction of new, and the removal of existing, *distribution system* assets by the *ASP/1*, raising the ground level under an overhead line or changing the cover over an underground cable, and any other rectification work required as a result of the relocation of the *distribution system* assets.

asset relocation application means a properly completed application to relocate the *distribution system* assets (and includes any additional information or details provided with the asset relocation application or following your acceptance of the *connection offer*, such as our requests for additional information or clarifications).

asset relocation services means the non-routine or *customer* specific services provided to the *customer* in respect the *asset relocation* for which *alternative control service* fees are payable.

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

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

(a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

(b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

(c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

(d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

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(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4;

being the operator of the *distribution system*.

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

(a) *Electricity Supply Act 1995* (NSW);

(b) *Electricity Supply (General) Regulation 2014* (NSW);

(c) *Electricity Supply (Safety and Network Management) Regulation 2014* (NSW) and the responsibilities identified in our Customer Installation Safety Plan and Bush Fire Risk Management Plan published in accordance with this regulation;

(d) *Gas and Electricity (Consumer Safety) Act 2017* (NSW);

(e) *Electricity (Consumer Safety) Regulation 2015* (NSW);

(f) *Service and Installation Rules*;

(g) all Australian Standards relating to *electrical installations* including AS/NZ 3000: Wiring Rules, AS 4777: Grid connection to energy systems via inverters (Part 2: Inverter requirements), the *DER Technical Standards* and any other Australian Standards or related requirements specified by us from time to time to ensure compliance with the *rules*;

(h) *Ausgrid's Standards*;

(i) our **Electrical Safety Rules** (available to download on *Ausgrid's website*);

(j) the *rules*, market operations rules and any applicable metrology procedures made under the *rules* or market operation rules;

(k) if attached at Appendix E, specific power quality emission requirements, limits and standards that may be applicable to the *electrical installation* and that are design to control disturbances on the *distribution network* (which we will develop and provide to you within a reasonable time prior to *electrification*).

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

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

GIS (Geographic Information System) means our spatial information database, detailing electrical network connectivity and electrical asset location.

Ausgrid's offered price means the price that we, acting reasonably, have calculated as being a fair price for the labour and capital costs of installing *Ausgrid-funded assets*. *Ausgrid's offered price* is set out in item 5(b) of the *schedule to the certified design* (Appendix B) and it may be varied in accordance with clause 6.4.1(a).

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

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

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

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

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

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

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

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capacity means the measure of the electricity (expressed in amperes) that is permitted under the terms of a *contract* to flow from the *distribution system* to an *electrical installation* or otherwise, for the *connection* of a *distribution connected unit*, each of the "authorised export limit" and "authorised demand" which is to be specified in the *ongoing connection contract* to be entered into between us and you.

CER means consumer energy resources.

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

(a) the *CER* assets (such as rooftop solar) installed at your *premises*;

(b) electric vehicle data (including make, model, registration and registered address of the electric vehicle) for the purposes of maintaining and managing the *CER Register*;

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

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

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

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

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

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

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

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

communication arrangements means, in relation to a *distribution connected unit*, the technical and network requirements to enable communication between a *distribution connected unit* and our servers and computers in accordance with *Ausgrid's Connection Standards*. This includes but is not limited to the relevant *distribution connected units* having ongoing internet connectivity.

completion date means the date on which the construction, *electrification* and the reinstatement work associated with the *asset relocation* is completed in accordance with the *contract* to our satisfaction (acting reasonably).

confidential information means:

(a) any information exchanged or made available under the terms of, or during negotiations for this *contract*;

(b) any information that is defined as confidential information under the *energy laws*;

(c) any information that is provided by one party to another, where the *discloser* indicates, at the time of disclosure, that the information is confidential or commercially sensitive (including any information that is confidential or commercially sensitive to another entity, such as a representative of the *discloser*); and

(d) any information pertaining to a party's business which, from its nature, would reasonably be expected to be viewed by that party as confidential or commercially sensitive,

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

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

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

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

connection application means, when referred to together, a *standard connection application* or *asset relocation application*.

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

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

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

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

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

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

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

connection service means a service relating to a *new connection* for *premises* and/or a service relating to a *connection alteration* for *premises* provided by us under this *contract*.

consent authority *has the meaning give to it in clause 16.1.1.*

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

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

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

contract means a contract formed by making and acceptance of the *connection offer*. To avoid doubt, except where our *ongoing connection contract* is expressly referred to in this document, contract refers to a connection contract under Chapter 5A of the *rules*.

contract service means, as the context requires, *standard connection services* or *asset relocation services* provided under us this *contract*.

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

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 100 amps per phase). A CT metering installation requires the installation of a *low voltage* CT per phase, which is connected to a *low voltage* CT meter.

deed of agreement means either or both the **Deed of Agreement for Lease** or **Deed of Agreement for Easement** referred to in clause 12.1.2(a) of this *contract*.

deed of guarantee of minimum revenue means the Deed of Guarantee of Minimum Revenue referred to in clause 7.1.1 of this *contract*.

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default export limit means 1.5 kilowatts per *connection*, being the *export* limit that will apply to *distribution connected units* with *communication arrangements* if the communication ceases between those *distribution connected units* and *Ausgrid*.

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

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

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

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

discloser has the meaning given to it in clause 20.1.1.

distribution connected unit means a unit:

(a) that generates electricity at a customer's *premises*; or

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

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

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

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

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

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

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

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

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

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

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

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

export means, in relation to electricity, the delivery of electricity generated by the *distribution connected units*.

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

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

flexible export connection arrangement means an arrangement for a *connection* under which the *export* limit of a *distribution connected unit* at the *premises* can dynamically vary in accordance with clause 4.2.4.

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

(a) adverse network circumstances, including *load* conditions, equipment faults, failures or major incidents in the *distribution system*, third party damage to *distribution system* assets, safety incidents, industrial action, delay by any telecommunications company or utility in relocating any asset if that delay causes delay to our *augmentation* works or work on *Ausgrid-funded assets*;

(b) adverse weather conditions including storms, cyclones, fire, flood, earthquake and weather conditions that lead us, acting reasonably, to decide in the interests of the comfort or safety of any person that it should not interrupt electricity to the *premises* of any person (including to facilitate an *asset relocation*);

(c) a delay to our *contract services* resulting from an act or failure to act by an *Authority* that has rights to consultation or rights of consent in relation to the *Ausgrid-funded assets works* under this *contract*; and

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

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

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

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

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

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

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

low voltage means voltages greater than 50 volts ac but less than 1,000 volts ac.

LRS means NSW Land Registry Services.

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

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

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

Minimum System Load Event means an event, as identified by *AEMO*, in which operational demand in the electricity system is at or near its minimum threshold, such that *AEMO* may issue notices to maintain power system security, including curtailment of *distribution connected units*.

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

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

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

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

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

(b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;

(c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;

(d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and

(e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4,

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

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

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

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

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

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

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

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

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

pioneer scheme has the meaning referred to in clause 17.3.1.

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

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

preconditions to electrification are the preconditions, set out in clause 13.3, that must be satisfied before *Ausgrid* will *electrify* the *premises connection assets*.

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

premises connection assets means the components of the *distribution system* through which we provide electricity to individual *premises* and for the purposes of this *contract* includes assets that must be installed in order to *connect* the *premises* to the *distribution network* which are set out in the

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schedule to the certified design (Appendix B) and the *certified design*. The components of your *electrical installation* are not *premises connection assets*.

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

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

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

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

(a) subdivision;

(b) the construction of commercial or industrial premises (or both);

(c) the construction of multiple new residential premises.

recipient has the meaning given to it in clause 20.1.1.

rectification period means three (3) years from the date of *electrification* of the last *asset* or, if applicable, the *Ausgrid-funded assets*.

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

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

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

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

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

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

schedule of site specific conditions means the schedule to the **Model Standing Offer for Standard Connection Services** and the *connection offer* outlining any conditions or requirements specific to the *connection* under this *contract*.

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

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

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

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

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

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

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

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small customer means a residential customer or a business customer who consumes electricity below the upper consumption threshold (which on 31 October 2024 was 100MWh per annum).

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

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

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

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

suspension of work has the meaning given to it in clause 12.4.1.

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

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

(a) a part of a person's body, or

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

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

work under the contract means, depending on context:

(c) the *premises connection assets* shown in the *certified design*;

(d) work performed to provide the *premises connection assets* shown in the *certified design*; or

(e) the *asset relocation* work carried out for you as further described in Item 5 of the *schedule to the certified design* (Appendix B),

including work performed by one or more *ASP/1s* but excluding the *Ausgrid-funded assets works*.

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

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Appendix A – Template for Table of Critical Dates

Template for Table of Critical Dates – Standard Connection Services or Asset Relocation Services

Version ____ Date _____

CRITICAL DATE DESCRIPTION	DATE
Proposed ASP/1 start Anticipated start date of electrical construction work by the *ASP/1* on site. *Applicant* to advise *Ausgrid* when date is known from the *ASP/1*.	**XX/XX/XXXX**
Proposed completion date Anticipated completion date of electrical construction work by *your ASP/1* on site. *Applicant* to advise *Ausgrid* when date is known from *your ASP/1*.	**XX/XX/XXXX**
Final electrification requested – 6 weeks prior to date for electrification At this date, the following (as applicable) must be complete to *Ausgrid's* satisfaction ☐ Valid Operator Request Forms (**ORF**) submitted to *Ausgrid* ☐ Valid Technical Equipment Inventory (**TEI**) sheets submitted to *Ausgrid* ☐ Valid substation testing sheets submitted to *Ausgrid* ☐ Submission of preliminary main switchboard (**MSB**) drawings and site diagram to *Ausgrid* ☐ Submission of preliminary private installation protection grading curves & circuit breaker settings to *Ausgrid* ☐ Submission of preliminary Installation Safety Management Plan (**ISMP**) ☐ Submission of preliminary hazardous area dossier for private installation ☐ *Deed of agreement* submitted (if applicable) ☐ Submission of appropriate easements/leases (if applicable)	

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Ready for electrification – 2 weeks prior to date for electrification At this date, the following (as applicable) must be complete to *Ausgrid's* satisfaction ☐ All works by *your ASP/1* completed ☐ Rectification of non-conformance(s) by *your ASP/1* ☐ Submission of *ASP/1* statement of compliance (Annexure 3 of the *authorisation agreement*) ☐ Submission of Connection Customer Statement of Payment ☐ Valid *red line survey plan* submitted to *Ausgrid* ☐ Payment of all outstanding *connection charges* ☐ Proof of lodgement of appropriate easements/leases (as applicable) ☐ Certificate of Title lodged at LRS (if applicable) ☐ Final main switchboard (**MSB**) drawings and site diagram submitted to *Ausgrid* ☐ MSB and consumer mains installation complete on site ready for inspection and electrification. ☐ Final protection grading curves and circuit breaker settings submitted to *Ausgrid* ☐ Valid Current Transformer (**CT**) Metering form(s) submitted to *Ausgrid* ☐ Valid Certificate of Compliance for Electrical Work (**CCEW**) and Notice of Service Work (**NOSW**) forms (as applicable) submitted to *Ausgrid* ☐ Retail contract in place ☐ Final Installation Safety Management Plan (**ISMP**) submitted to *Ausgrid* ☐ Submission of final hazardous area dossier for private installation ☐ Payment of *pioneer scheme* amount ☐ Return of signed Deed of Guarantee of Minimum Revenue along with bankers guarantee

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

Note:

In completing this template, *your ASP/1* should note that the execution of *deeds of agreement* (clause 12.1.2(a)) or easement/lease plans and instruments (clause 12.1.2(a)) can take 4 weeks for *Ausgrid* and the *Network Owner* to review and execute. *Your ASP/1* must allow for this processing in its scheduling.

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Appendix B – Schedule to the Certified Design

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

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SCHEDULE TO THE CERTIFIED DESIGN			Project Number: ANXXXXX
Reinspection*: (per hour)	$XXX per hour		
* If this service is required more than once, you will incur this fee on each occasion			
7. TIMEFRAMES FOR CONTRACT SERVICES AND WORKS			
Timeframes for connection will be developed by your *ASP/1* and accepted by *Ausgrid* in accordance with clause 9.1.4 of the *contract*. Project critical dates will be published on the portal on *Ausgrid's website* once agreed and are to be interpreted as the *Table of Critical Dates* for the purposes of the *contract*.			
8. PIONEER SCHEME (IF APPLICABLE)			
Does a *pioneer scheme* apply?		Commencement date of scheme:	
Is customer the *original customer*?		If no, customer is scheme member number:	
New scheme applies to	(HV / LV / Substation)	Customer's required contribution:	$XX,XXX
9. DEED OF GUARANTEE OF REVENUE			
Is a deed of guarantee of minimum revenue required for connection assets constructed by or on behalf of *Ausgrid* in accordance with clause 7?			
Amount of security required:	$XXX,XXX.XX	Security must be provided in the form of a bank guarantee by an Australian bank.	

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Appendix C – Connection Application

Ausgrid to attach application.

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Appendix D – Security

1.1. Application of this Appendix D

1.1.1. This Appendix D will apply if we require you to provide security in the form of a *bank guarantee* under clause 7.1.1 of the *contract*.

1.2. Execution of the Deed of Guarantee of Minimum Revenue

1.2.1. You acknowledge and agree that if we require you to provide a *deed of guarantee of minimum revenue* and security in the form of a *bank guarantee* in accordance with clause 7 of the *contract*:

(a) we will either enclose two copies of the *deed of guarantee of minimum revenue* with our *connection offer* or send you two copies of the deed within five (5) business days after we receive your acceptance of our *connection offer*;

(b) you must execute both copies of the deed;

(c) you must deliver the duly executed copies of the deed to us; and

(d) we will execute the deed and return one copy to you.

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

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

(a) you execute a *deed of guarantee of minimum revenue* as required by clause 1.2 of this Appendix D;

(b) you deliver the deed to us; and

(c) we, acting reasonably, are satisfied that the deed is correct and has been properly executed.

1.3.2. If, before *electrification*, any *land* subject to a deed required by clause 7 of the *contract* is transferred to a new registered proprietor, we are not obliged to perform any further obligation under the *contract* until:

(a) the new registered proprietor executes a new *deed of guarantee of minimum revenue* as required by clause 7 of the *contract* and this Appendix D;

(b) you deliver the deed to us; and

(c) we, acting reasonably, are satisfied that the deed is correct and has been properly executed.

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

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

(a) design (and where applicable, construct) the *Ausgrid-funded assets* to which the *deed of guarantee of minimum revenue* relates; or

(b) electrify any *premises connection asset* under the *contract*,

until you have procured and delivered to us the *bank guarantee* required by clause 7 of the *contract* and this Appendix D and we are satisfied that the *bank guarantee* accords substantially with the form of *bank guarantee* contained in the schedule to the *deed of guarantee of minimum revenue*.

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Appendix E – Automatic Access Limits for Power Quality Emissions

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

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