

Model Standing Offer for Basic Connection Services

[August 2026]

SCOPE

This is the model standing offer we use when the *connection* applied for is for a *basic connection service* for a *premises*, and/or to establish or alter the *micro CER connection* for a *micro distribution connected unit*, and minimal to no change is necessary to the *distribution network* before this *connection* can be made and *electrified*.

WARNING

It is the responsibility of the user of this document to ensure that only the current version is being used.

Ausgrid may amend this document at any time subject to approval by the Australian Energy Regulator (AER).

Document and Amendment History

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

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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 seek a *connection* and require a *basic connection service* for the *premises*, and/or a *micro CER connection*, and minimal to no change is necessary to the *distribution network* before this *connection* can be made and *electrified*.

1.1.2 Where clause 1.1.1 applies, this **Model Standing Offer** is used by us for:

- (a) a *low voltage new connection*;
- (b) a *connection alteration* to an existing *low voltage connection* (which is typically a nominal ac voltage of 230 volts single-phase or 400 volts three-phase);
- (c) a *connection alteration* to an existing *high voltage connection* (which is typically a nominal ac voltage of 11,000 volts three-phase); or
- (d) a *micro CER connection* up to 1000kVA,

and you are not required to engage a person accredited as an ASP level 1 to undertake contestable construction of network assets.

1.2 Parties to the connection contract

1.2.1 This *connection contract* is between:

- (a) **AUSGRID OPERATOR PARTNERSHIP (ABN 78 508 211 731)** trading as **AUSGRID** of 24 Campbell Street, Sydney (in this *connection contract*, referred to as "*Ausgrid*", "*we*", "*our*" or "*us*")
- (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 acknowledge and agree that:

- (a) if you, being the *connection customer* identified in the *connection application*, are not the *connection applicant* and the *connection applicant* accepts this *connection contract* or performs your obligations under this *connection 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 that person 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** is for the *premises* referred to in the *connection application* and sets out the terms and conditions on which:

- (a) you must engage your relevant *electrical professional* to construct and install *premises connection assets*; and
- (b) we will provide *basic connection services* to establish a *new connection* or alter an *existing connection* between the *premises* and the *distribution system* (and/or provide

basic connection services to establish or alter a connection at the premises between a micro distribution connected unit and the distribution system),

in each case, that involves minimal or no *augmentation* of the *distribution system* before the *connection* can be *electrified* and as is appropriate for the *connection* requested by you.

1.5 Connection contract documents

1.5.1 This *connection contract* also consists of:

- (a) clauses 1 – 16 of these *contract terms*;
- (b) the *Appendix* to this *connection contract* (if any);
- (c) the *connection application*;
- (d) where you have not requested an *expedited connection*, the *connection offer*; and
- (e) where you have requested an *expedited connection* and indicated that the *connection offer* is acceptable, our *contract notification letter* confirming that the *connection contract* is in place.

1.5.2 This *connection contract* sets out terms that apply to all types of *connections*. However, some clauses are specified to just apply to certain types of *connections*.

1.6 Your connection application and connection details

1.6.1 We have made the *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 *connection contract* except where modified in writing by us and noted in the *connection offer* or *contract notification letter*.

1.6.2 If you have applied for a *micro CER connection* you must also ensure that you meet the following minimum requirements for that *connection*:

- (a) the *distribution connected unit* for the *connection* must be a *micro distribution connected unit*; and
- (b) the combined maximum *export capacity* of all *distribution connected units* at the *connection point* must not exceed the maximum *export capacity* of the *connection*.

1.6.3 You warrant that at the time of accepting the *connection offer*, the *connection details* are accurate in all material respects.

1.7 Ongoing Connection Contract

1.7.1 Unless you have entered into an *ongoing connection contract* with us on negotiated terms, on the same date as this *connection contract* commences, another contract, known as 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 *micro 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.

1.7.2 Some of the terms and conditions of this *connection 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 *connection contract* are continuing obligations:

- (a) clause 1.6;
- (b) clause 2.1.1;
- (c) clause 2.3;
- (d) clause 4.1;

- (e) clause 4.2 (except that the reference to clause 13 in clause 4.2.3 should be read as a reference to the relevant dispute resolution clauses in the *ongoing connection contract*);
 - (f) clause 4.4;
 - (g) clause 4.5;
 - (h) clause 4.6; and
 - (i) clause 9.3.
- 1.7.3 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. If *site specific conditions* are applicable to your *connection offer*, these:
- (a) will be detailed in the *schedule of site specific conditions* that we attach to the *connection offer*;
 - (b) may be entered on a register including, where relevant, the *CER Register*; and
 - (c) will be taken to form part of this *connection contract*.

2 Connection contract term

2.1 Commencement of the connection contract

- 2.1.1 This *connection contract* will be formed and will come into operation:
- (a) **(non-expedited)** if you do not request an *expedited connection*, on the date we receive your acceptance of our *connection offer*; or
 - (b) **(expedited)** if you requested an *expedited connection*, on the date we receive your *connection application*.

2.2 Expiry and termination of the connection contract

- 2.2.1 This *connection contract* will end when our and your obligations under this *connection contract* have been satisfied or otherwise:
- (a) if the *connection* you applied for has not been *electrified* and we have not otherwise agreed in writing to extend the date, on the date that is twelve (12) months after this *connection contract* commences;
 - (b) you are no longer eligible to establish or modify a *connection* under this type of *connection contract* because *augmentation* works are required (other than minimal works), on the date we notify you of this (and provide you with reasons);
 - (c) we reasonably consider there has been, or is likely to be, a material change to the proposed *connection* after we make the *connection offer* and prior to the date of the proposed *connection* that would render the *connection* you applied for unsuitable in any material respect or that would prevent us from being able to provide a *basic connection service* in accordance with *Ausgrid's Connection Standards*, on the date we notify you of this (and provide you with reasons);
 - (d) if we reasonably believe that the information in the *connection application* is incomplete, inaccurate, false or misleading in any material respect, on the date specified in our notice to you about this (which must be at least ten (10) *business days* from the date of such notice);
 - (e) if you enter into another connection contract for connection services (including in respect of a *micro distribution connected unit* at the *premises*), on the date that your other connection contract becomes effective;

- (f) if you give us notice in writing that you wish to end this *connection contract*, upon the date you have specified for the *connection contract* to terminate in your notice, which must be at least twenty (20) *business days* from the date of your notice;
 - (g) at any time if we *disconnect* the *premises* in accordance with the *rules*, immediately on notice by us to you that we are ending this *connection contract* for that reason;
 - (h) if we notify you we are ending this *connection contract* in accordance with clause 9.6.2, immediately upon the date specified in such notice;
 - (i) if you are required to obtain the consent of the owner(s) of the *premises* for the installation and connection of a *micro distribution connected unit* to the *distribution network*, and you cannot verify to our reasonable satisfaction that such consent has been obtained, on the date specified in our notice that we are ending this *connection contract* for that reason, which must be at least ten (10) *business days* from the date of such notice;
 - (j) if you or your engaged *electrical professionals* breach, in any material respect, this *connection contract* (or we have identified another health and safety risk or *distribution system* security risk caused by you or your *electrical professionals*) and you do not remedy the breach within ten (10) *business days* of our notice to you and we are entitled to end this *connection contract* under the *energy laws*, on the date that such remedy period expires or such later date specified in our notice to you;
 - (k) if a *connection* has been established and/or maintained otherwise than in accordance with the *connection details* and we reasonably believe that the ongoing performance of this *connection contract* presents an immediate health and safety risk or a risk to the security of the *distribution system*, immediately on notice to you that we are ending this *connection contract* for that reason;
 - (l) if you fail to meet the minimum requirements for a *micro CER connection* set out in clause 1.6.2, immediately by notice to you that we are ending this *connection contract* for that reason; or
 - (m) if we are entitled to end this *contract* under clause 2.3.1, immediately on notice to you that we are ending this *connection contract* for that reason.
- 2.2.2 Ending this *connection contract* does not affect the accrued rights or liabilities of either party under this *connection contract*, including in relation to payment of any *connection charges* incurred up to the date of termination. If we end this *connection contract* and you wish to proceed with the *connection* you will need to lodge a new *connection application*.
- 2.2.3 If this *connection contract* ends before the *connection works* are completed and commissioned, we may, acting reasonably, at your cost, disconnect, dismantle, decommission and remove any of our *premises connection assets*.

2.3 Stopping our supply of basic connection services

- 2.3.1 You are no longer eligible to receive *basic connection services*, and we may refuse to *connect* (or may *disconnect*) your *premises* or *micro distribution connected unit* (as applicable) in accordance with *energy laws* or end this *connection contract* under clause 2.2.1(g) if:
- (a) there has been an unauthorised change to the *connection* proposed in the *connection application* as varied in the *connection offer* (if applicable); or
 - (b) the minimum requirements for the *micro CER connection* as described in clause 1.6.2 are not being met;
 - (c) you have not satisfied the requirements of clause 8.1 and 8.2 when the *basic connection* is *electrified*; or
 - (d) the metering, safety and technical requirements set out in clause 9 have been breached.

3 Installation of premises connection assets

3.1 What are the premises connection assets?

- 3.1.1 For *basic connections*, the necessary *premises connection assets* are *service mains* and a *connection link*.

3.2 What are the contestable services?

- 3.2.1 The *contestable services* required to establish a new or altered *basic connection* to the *distribution system* is the construction and installation or alteration of the *premises connection assets* in New South Wales (including where such *premises connection assets* are required to establish or alter a *micro CER connection*) and, for a *micro CER connection*, the installation of a *micro distribution connected unit*.
- 3.2.2 Such *contestable services* must be engaged by you and performed by an ASP/2 who holds a current *authorisation* from us to construct and install or alter the *premises connection assets* required for the *connection* (or by a *metering coordinator* in the case of metering works) or, for a *micro CER connection*, an *electrical professional* appropriately qualified to install the *micro distribution connected unit*.
- 3.2.3 We are not directly involved in the work required to establish the *connection* between the *distribution system* and the *electrical installation* or *micro distribution connected unit* at the *premises*. You are responsible for paying the fees and charges for the *contestable services*. These fees and charges are payable to your ASP/2 or other *electrical professional* and are not covered by the *connection charges* payable to us under this *connection contract*.

3.3 Ownership of the electrical installation and premises connection assets

- 3.3.1 You will fund, own and maintain the *electrical installation* for your *basic connection*.
- 3.3.2 The *energy laws* also require you to fund the *premises connection assets* that need to be installed or altered before the *new connection* or altered *existing connection* can be made. However, after *connection* works are complete, the *Network Owner* will own the *premises connection assets* and these assets will be leased to the *Network Lessee* and sub-leased to us under a sub-lease arrangement.
- 3.3.3 Unless specifically notified by us prior to *electrification* of the *connection*, we do not supply the *connection applicant* or you with any *premises connection assets*. These assets will need to be procured from your ASP/2 or other relevant *electrical professional* who will then charge you for the costs. The cost of any minor variations from the standard specifications will also be the cost charged by the ASP/2 or other relevant *electrical professional*.

3.4 Relocation of existing distribution system assets

- 3.4.1 This *connection contract* does not relate to *relocation works*. Where the *contestable services* provided for under this *connection contract* requires the *relocation* of *distribution system* assets, a separate contract will apply in relation to the *relocation works*. You must obtain our express consent to the *relocation* in accordance with such other contract as a precondition to the commencement of *basic connection services*. If you have proposed any *relocation* of existing *distribution network* assets in the *connection details*, these details will not form part of the *connection details*.
- 3.4.2 If we consent to *relocation works* proposed in the *connection application*, the *connection applicant* must ensure that any relevant *electrical professional* performing work in association with the *basic connection services* at the *premises* will co-operate with the party performing the *relocation works* to co-ordinate the *connection* works required for the *connection* and *relocation works*.

3.5 Subsequent connection of distribution connected units

- 3.5.1 This clause 3.5 applies if this *connection contract* is for a *micro CER connection* that formed part of the initial *connection application*. You must:

- (a) notify us if any alteration or upgrade is made to a *micro distribution connected unit* that is *connected* at the *premises*;
 - (b) obtain our prior consent (which we will not unreasonably withhold or delay) if any additional *micro CER connection* is proposed to be made after *electrification* (even if the additional *micro CER connection* formed part of the initial *connection application*); and
 - (c) notify us if any *micro CER connection* is *disconnected* from the *electrical installation* at the *premises*.
- 3.5.2 If this clause is breached or we, acting reasonably, consider that it may be breached, we may terminate the *connection contract* by notice in writing to you.

4 Characteristics of connection

4.1 Maximum capacity of connection

- 4.1.1 The maximum approved *capacity* of the *connection* is:
- (a) 80 *amps* for all single domestic *connections* made via a 100 *amps* rated service and a single meter protection device; or
 - (b) the *capacity* nominated in the *connection application*,
- whichever of these is lower, unless:
- (c) we reduce your maximum *capacity* in accordance with clause 4.2; or
 - (d) we approved a different value, as specified in the *connection offer* or, for an *expedited connection*, the *contract notification letter*.
- 4.1.2 We, acting reasonably, have determined the maximum *capacity* that we will permit in order to ensure a safe and reliable supply of electricity to the *premises*. In determining the maximum *capacity*, we take into consideration the maximum proposed demand of the *premises* but are not obliged to agree to the maximum *capacity* applied for. For a *micro CER connection*, we will provide separate *import* and *export* limits, as applicable to your *connection*.
- 4.1.3 The maximum *capacity* of the *connection* and the maximum electricity current that may be drawn from, or generated or exported to, the *distribution system* are stipulated in the *connection 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*).
- 4.1.4 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*).
- 4.1.5 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.

- 4.1.6 You may install *premises connection assets* that provide a greater *capacity* than the maximum *capacity* permitted by us but your actual demand must not exceed our stipulated maximum *capacity* at any time.
- 4.1.7 For an *over 100 amps connection*, a *service protection device* of a type that is able to be set and sealed must be installed. It must be set and sealed to the value of the stipulated maximum *capacity*.¹

4.2 Review of load and reduction of maximum import and export capacity

- 4.2.1 You acknowledge that our *connection policy* provides that we may from time to time review the maximum *import capacity* and/or *export capacity* of the *premises*. If it has been at least five (5) years since your *connection* was *electrified* and:

- (a) your measured maximum demand or *export* has remained less than the corresponding agreed maximum *capacity* permitted by this *connection contract* for at least the past two (2) years; and
- (b) 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 4.2.2 below).

- 4.2.2 We will not reduce the maximum *import capacity* or *export capacity* under clause 4.2.1 above unless:

- (a) we have consulted with you, 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.

- 4.2.3 If you disagree with our reduction, you can raise a dispute in accordance with clause 13.

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

4.3 Maximum capacity must not be exceeded

- 4.3.1 If your *connection* exceeds the maximum *import capacity* or *export capacity* at the *premises*, then we may also require you to, at your expense, 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 connection contract for increased maximum *import capacity* or *export capacity* or demand.

4.4 Maximum capacity of connection for multi-occupant premises

Common service connection

- 4.4.1 If you propose to use, or already use a *common service connection*, you must, at the time the *connection application* is made, have no reason for believing that the approved maximum *capacity* of the *common service connection* will be exceeded due to the *connection* of other premises or *distribution connected units* to the *distribution system* through the *common service connection*.
- 4.4.2 When we approve *connections* to the *distribution system* through the *common service connection*, you must take reasonable steps to ensure that the demand of other *retail customers*

¹ This is a requirement of the Service and Installation Rules of New South Wales, section 4.7.

connected to the *common service connection*, when combined with your demand, does not exceed the maximum *capacity* of the *common service connection*.

Requirements where the connection is through a common service connection

- 4.4.3 The maximum *capacity* of the *connection* is subject to the maximum *capacity* of the *common service connection* not being exceeded. The *connection applicant* acknowledges that it has taken into account the maximum *capacity* of the *common service connection* in making its *connection application*. Where practicable, we may be able to provide details of the maximum *capacity* of the *common service connection* on request, otherwise the details can be obtained from the person responsible for the *common service connection*.
- 4.4.4 You warrant that, at the time the *connection application* is submitted, you have no reason to believe that the rating of the *electrical installation* between the *common service connection* and your *premises* will be exceeded.

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). If we consider it necessary to provide a safe and efficient supply of electricity, we may require:
- (a) a different *connection point* and/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 Applying for a connection alteration

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

5 Our basic connection services

5.1 Our provision of basic connection services

- 5.1.1 We will provide *basic connection services* on the terms and conditions set out in this *connection contract*. Each *connection* is different and we may not provide all the *basic connection services* set out below in clauses 5.3 and 5.4. However, clauses 5.3 and 5.4 consist of all *basic connection services* necessary to establish the *connection*.
- 5.1.2 We will perform many of these *basic connection services* prior to *electrification* and do so in accordance with (and subject to) the contestable connection process that is readily available on *Ausgrid's website*.

5.2 Information

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

5.3 Our pre-connection and post-connection services

- 5.3.1 For *basic connection services*, our pre-connection services may include:
- (a) conducting a site inspection as permitted by *energy laws* (if necessary);
 - (b) providing *ancillary services* such as:
 - (1) assessment and administrative tasks associated with processing the *connection application*, including recording the details of the *connection* in our databases and issuing a job number; and

- (2) site establishment;
- (c) analysing the effect of the proposed *connection* on the *distribution network*; and
- (d) for *connections* to the *high voltage* network:
 - (1) preparing our Operating Protocol Agreement (which we will make available to you);
 - (2) reviewing your protection configuration and settings; and
 - (3) reviewing your Installation and Safety Management Plan (as outlined in the *Service and Installation Rules*).

5.3.2 For *basic connection services*, our post-*connection* services may include the following:

- (a) *ancillary services* such as:
 - (1) carrying out inspections as permitted by *energy laws*, including inspecting any part of the *premises connection assets* installed by your ASP/2, and/or the *electrical installation* installed by your *electrical professional*, at the *premises*; and
 - (2) if required, re-inspecting defective work; and
- (b) receiving and processing the Certificate of Compliance for Electrical Work lodged by your *electrical professional* (in relation to the *electrical installation*) and Notification of Service Work lodged by your ASP/2 (in relation to the installation, *connection alteration* or replacement of *service mains*) as well as any other formwork from your *electrical professional* as required under the *energy laws*.

5.4 Our basic connection services for micro CER connections

5.4.1 For a *micro CER connection*, our *basic connection services* may include:

- (a) approving the design of the *micro CER connection* and the protection and control scheme for the *micro distribution connected units* and associated relay settings;
- (b) validating the protection equipment;
- (c) performing protection desktop reviews and protection witness testing;
- (d) *ancillary services* relating to inspecting, or re-inspecting, the *micro CER connection* between the *micro distribution connected units* and the *electrical installation* at the *premises* and other inspections permitted by the *energy laws*; and
- (e) modifying the details of the *connection* in our databases and the *CER Register*.

5.5 Timing for providing our basic connection services

- 5.5.1 The timing of our delivery of the post-*connection* services referred to in clause 5.3.2 and our *basic connection services* referred to in clauses 5.4.1 will be determined by the timing of the work performed by your *electrical professional*. We will perform these services as soon as practicable after the relevant *contestable services* are completed by your *electrical professional*.
- 5.5.2 It is your responsibility to agree timeframes for commencing and completing the *contestable services* with your *electrical professional*. We do not control, nor do we make any representation as to, or accept any responsibility for, the time taken by your *electrical professional* to complete *contestable services*.

6 Post-installation of connection assets

6.1 Timing for electrification

- 6.1.1 You must arrange for the *connection* to be *electrified* by your relevant *electrical professional*.
- 6.1.2 *Electrification* occurs after all requirements under this *connection contract* have been addressed, including, to the extent required for the particular *connection*:

- (a) your *electrical professional* has completed the *electrical wiring work*;
 - (b) your relevant *electrical professional* has completed any necessary *contestable services* (including the installation of the *micro distribution connected unit*);
 - (c) if this *connection contract* relates to *connection* of a new *premises*, you have entered into a *retail contract* with a *retailer* for the sale of electricity at the *premises*;
 - (d) the *retailer* or a *metering coordinator* that you have directly appointed has arranged for the installation of a *metering installation* in accordance with the *energy laws*;
 - (e) any inspections of the *micro distribution connected unit* have been carried out by us to ensure compliance with the relevant *energy laws*;
 - (f) the new or replacement *micro distribution connected unit* the subject of the *basic connection services* is compliant with and set to the *CER Technical Standards*;
 - (g) if, following our assessment of a *connection application* that includes a *micro CER connection*, we notify you that protection witness testing, protection desktop review or any additional protection (including relay settings) and control scheme is required for the *micro CER connection*, you must first obtain our approval of the design of:
 - (1) the *connection* of the *micro distribution connected unit(s)*; and
 - (2) the protection and control scheme (including relay settings) relating to the *connection*;
 - (h) the design made under clause 6.1.2(g) must:
 - (1) incorporate all *micro distribution connected units* proposed to be *connected* and any that are already *connected* to the *distribution system* via the *common connection point*, whether or not you are the owner of the *micro distribution connected units*; and
 - (2) comply with the metering, safety and technical requirements set out in clause 9; and
 - (i) for *connections* made at 11kV or higher:
 - (1) you have submitted, and received our approval for, proposed protection details in the form outlined in the *Service and Installation Rules*;
 - (2) you have prepared and submitted to our satisfaction an Installation Safety Management Plan as outlined in the *Service and Installation Rules*;
 - (3) you have executed and returned our Operating Protocol Agreement;
 - (4) if requested by us, you have submitted and received our approval for a *high voltage* installation earthing study; and
 - (5) if requested by us, you have submitted and received our approval for *high voltage* metering type and routine test reports and metering compliance statement(s).
- 6.1.3 We will provide the site inspection services referred to in clause 5.3.1(a) as soon as practicable after completion of the *contestable services* by your *electrical professional*.
- 6.1.4 Because we conduct audit inspections which are routine inspections as permitted under *energy laws*, including of all *premises connection assets* and *electrical installations* for over 100 amps connections, you or your *electrical professional* must give us ten (10) *business days*' notice in advance of the date you wish to *electrify* the *connection*, so that a mutually convenient inspection appointment can be made.
- 6.1.5 We will not consent to *electrification* if there is a *major defect* in the *premises connection assets* or the *electrical installation*. If there is no *major defect*, we will either *electrify* or permit your *ASP/2* to *electrify* the *connection* when the inspection is completed.

6.2 Rectification of defects and re-inspection

- 6.2.1 Any *defect* found in the *premises connection assets* installed by an *electrical professional*, the *electrical installation* provided by the *electrical professional*, meter, or other electrical equipment, must be rectified and re-inspected.
- 6.2.2 *Major defects* may require the defective portion of the *premises* to be *disconnected* but *minor defects* generally do not. *Defects* must be re-inspected by us before we will consent to *electrification*.
- 6.2.3 When any *defect* disclosed during our inspection has been rectified, you or your *electrical professional* must notify us of the rectification and must give us five (5) *business days'* notice in advance of the date you wish to *electrify* the *connection*, so that a mutually convenient re-inspection appointment can be made. However, if your *electrical professional* is satisfied that the *defect* has been rectified, they may re-connect the previously defective portion of the *premises* prior to our re-inspection.
- 6.2.4 We will use reasonable endeavours to schedule a re-inspection for a rectified *defect* as soon as possible and at a mutually convenient time.
- 6.2.5 Your appropriate *electrical professional* will need to be present for re-inspection of a *defect*, except for re-inspection of *minor defects* which will be performed as a routine matter without you or your *electrical professional* needing to be present (unless there is a problem of access, in which case, we will use reasonable endeavours to schedule an inspection at a mutually convenient time).
- 6.2.6 You must pay any relevant *connection charges* associated with the identification and or rectification of the *defect*.

7 Our connection fees and charges

7.1 Our connection charges

- 7.1.1 We charge for *basic connection services* (known as *connection charges*). Our *connection charges* comprise of:
- (a) fees for *alternative control services*, which we will bill to you, or, if applicable, the *connection applicant* or the *electrical professional* acting on your behalf;
 - (b) a *site inspection fee* (if we reasonably need to make a site inspection in order to determine the nature of the *basic connection service* you are seeking), which we will bill directly to the *connection applicant* and is payable whether or not the *connection* is made and is recoverable as a debt;
 - (c) where applicable to your *connection*, a contribution to a *pioneer scheme* (referred to in clause 7.3 below), which we will bill directly to you; and
 - (d) charges for *ancillary service* relating to site establishment, which we will bill to your *retailer* (unless the *connection offer* or *contract notification letter* specifies otherwise).
- 7.1.2 Fees for *alternative control services* (which include fees for *ancillary services*) are classified by the *regulator* and charged by us at rates set by the *regulator* for each financial year in which the *connection service* was provided, with such fees published on *Ausgrid's website*. The *connection charges* do not include *network charges* for *ongoing connection services*.
- 7.1.3 Details of the current *connection charges* (other than *network charges*) are available on *Ausgrid's website* and which are consistent with our *connection policy* (which is also available on *Ausgrid's website*).

7.2 Billing arrangements

- 7.2.1 If we invoice you for *connection charges* in relation to the *basic connection services*, you are obliged to pay these charges in accordance with the payment terms set out in our invoice. Our payment terms are twelve (12) *business days* from the date of the invoice.

- 7.2.2 If we bill your *electrical professional* or the *connection applicant* on your behalf and the *electrical professional* or *connection applicant* fails to pay the *connection charges* by the due date, we may invoice you for such charges and you must pay these charges within twelve (12) *business days* of the date of the invoice.

7.3 Pioneer schemes

- 7.3.1 Where we are providing you with *basic 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 within the last seven (7) years and a previous customer has funded this cost (*pioneer scheme*).
- 7.3.2 You will not be required to contribute to a *pioneer scheme* under this *connection contract* unless we have stated this in our *connection offer* or, for *expedited connections*, the *contract notification letter*, and specified the required contributions.
- 7.3.3 Where this clause 7.3 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*.

8 Service mains and consumer mains on other land

8.1 Where cross-property service mains are required

- 8.1.1 This clause 8.1 is a pre-condition to *electrification* of the *connection*.
- 8.1.2 This clause applies if there is no frontage from the *premises* to a public road or public reserve and in order to *connect* the *premises* to the *distribution system* it is necessary to erect *service mains* on *other land*. In that case, we will agree to the *connection* only on condition that we acquire secure tenure for the *service mains* that will be erected on *other land*.
- 8.1.3 You must arrange and, if necessary, fund the acquisition of a registered easement on the *other land* in favour of the *Network Owner* and in accordance with our reasonable requirements.
- 8.1.4 You must ensure that the *connection* is not made unless we have given explicit consent in writing to the location of the *service mains* and either:
- (a) the registered proprietor of the *other land* has registered at *LRS* an *instrument* granting an easement in favour of the *Network Owner* in a form approved by us (provided that, where the *instrument* must be executed by the *Network Owner*, we will obtain the executed *instrument* from the *Network Owner*); or
 - (b) the registered proprietor of the *other land* has signed and delivered to us a deed of agreement to grant an easement for the *service mains* in favour of the *Network Owner*, in accordance with our standard form of agreement available on *Ausgrid's website*.
- 8.1.5 If clause 8.1.4(b) applies, you must, as soon as is reasonably practicable after the *service mains* are installed on the *other land*, obtain from the owner of the *other land* an *instrument* in registrable form for the easement promised in the deed and deliver it to us together with a survey of the easement prepared by a registered surveyor and suitable for lodgement at *LRS* together with the *instrument* (provided that, where the *instrument* must be executed by the *Network Owner*, we will obtain the executed *instrument* from the *Network Owner*).
- 8.1.6 If the requirements of this clause 8.1 have not been satisfied when *electrification* occurs, the *Network Owner* will not accept ownership of the *service mains*. You also acknowledge that if either clause 8.1.4(a) or 8.1.4(b) has not been satisfied, the owner of the *other land* may require you to remove the *service mains*.

8.2 Consumer mains on other land

- 8.2.1 This clause 8.2 applies if there is no frontage from the *premises* to a public road or public reserve and in order to *connect* the *premises* to the *distribution system* it is necessary to erect *consumer mains* on *other land*.

- 8.2.2 In that case, we will not permit the *connection* unless the following instruments have been registered by *LRS*:
- (a) an easement over the *other land* in favour of the *premises*; and
 - (b) if the *consumer mains* are owned jointly by more than one person, a positive covenant made under the provisions of section 88B of the *Conveyancing Act 1919* (NSW) over the *other land* in favour of that easement.
- 8.2.3 This clause 8.2 is a pre-condition to *electrification* of the *electrical installation* or *micro distribution connected unit* (as applicable).
- 8.2.4 If *electrification* occurs before the requirements of this clause 8.2 have been satisfied, the *Network Owner* will not accept ownership of the *premises connection assets* at the *connection point*.
- 8.2.5 You also acknowledge that if clauses 8.2.2(a) and (if applicable) 8.2.2(b) have not been satisfied, the owner of the *other land* may require you to remove the *consumer mains*.

8.3 Transfer of premises connection assets on connection

- 8.3.1 Prior to *electrification*, you remain responsible and liable for the care and condition of the *electrical installation* and *premises connection assets* and for the *contestable services* carried out at the *premises* by or on your behalf. To the extent the *contestable services* under this *connection contract* affect the safety, security or reliability of the *distribution system*, you must (at your own cost) promptly make good any loss of or damage related to the *premises connection assets* while you are responsible for their care and condition.
- 8.3.2 Subject to clause 8.1, ownership, responsibility and care for the operation and maintenance of the *premises connection assets* installed by your *ASP/2* is transferred to the *Network Owner* when those assets are *electrified*.
- 8.3.3 You must ensure that the *Network Owner* will acquire those *premises connection assets* without any risk that its title to the assets will be open to any challenge to its rights of ownership and, in the event of a challenge, you must do everything we reasonably request to assist us (at your own cost) in asserting our title, including obtaining the assistance of your *ASP/2*.
- 8.3.4 Where the *Network Owner* already owns and controls the relevant *premises connection assets*, you must obtain our authorisation to access and use those assets as required for the purposes of receiving the *basic connection services*.

9 Customer obligations regarding metering, safety and technical requirements

9.1 The electrical installation at the premises

- 9.1.1 You must ensure that all *electrical wiring work* carried out on the *premises* is performed by an appropriately qualified *electrical professional* and that the *electrical installation* and, if this *connection contract* includes a *micro CER connection*, the *micro distribution connected unit*, complies with the metering, technical and safety requirements set out in this clause 9.

9.2 The meter at the premises

- 9.2.1 It is your responsibility to ensure that before the *connection* is *electrified*, an appropriate meter (or meters, as required) have been installed at the *premises* in accordance with applicable *energy laws* to measure electricity *import* and, if you are connecting a *micro distribution unit*, electricity *export*. Either you or your *retailer* must appoint a *metering coordinator* who is responsible for the provision, installation and maintenance of metering equipment and will appoint a *metering provider* (who will then engage an *electrical professional*) to perform these services.
- 9.2.2 Metering arrangements, including the type, provision, position, standards and installation of the meter, must comply with the *Service and Installation Rules*, the *rules* and all other applicable

energy laws in relation to metering. 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* if you require a meter with higher functionality.

9.3 Technical and safety compliance

9.3.1 You must ensure that your *electrical professional* ensures that:

- (a) the *electrical installation, premises connection assets* and/or the new or replacement *micro distribution connected unit* (as applicable), comply with, and are installed and operated in accordance with, the requirements under *Ausgrid's Connection Standards, good industry practice* and any other applicable law;
- (b) the *electrical installation, premises connections assets* and *micro distribution connected unit* (if applicable) are:
 - (1) free from *defects*, fit to operate safely in accordance with applicable *energy laws* and *Ausgrid's Connection Standards*, pose no fire risk to the environment that surrounds the *premises* and satisfy the requirement that all live parts remain properly insulated and protected against inadvertent contact with any person; and
 - (2) designed and installed so as to ensure that no part of the *electrical installation* or *premises connection* assets can be used in a manner that exceeds the operating limits imposed by the design or the *Service and Installation Rules*.
- (c) you and any person engaged by you to perform obligations under this *connection 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
- (d) reasonable precautions to prevent situations where a *micro distribution connected unit* (if any under this *connection contract*) maintains a supply to the *distribution system* after it has been *disconnected*, including installing anti-islanding relays.

9.3.2 You must also comply with any reasonable requirement imposed by us before or after the *connection* is *electrified* if we become aware of any *defect* or other matter or thing that in our reasonable opinion may:

- (a) cause the *electrical installation* or a *micro distribution connected unit* to present a health and safety risk or risk to the security of the *distribution system*;
- (b) cause the *electrical installation, a micro distribution connected unit* or the *premises connection assets* to not comply with the conditions of this *connection contract*; or
- (c) cause damage or interference to the *distribution system* or another customer's electrical installation or equipment.

9.4 CER information, CER Register and technical facilities

9.4.1 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*, and you must provide us with any further reasonable assistance we may require for these purposes.

9.4.2 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*.

9.4.3 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

- (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.
- 9.4.4 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.
- 9.4.5 When we carry 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).
- 9.4.6 If we use *communication arrangements* to remotely interrupt or curtail the exports 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).
- 9.4.7 If *CER Register information* requires updating because a *micro 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 *micro distribution connected unit* is a *CER Register* account holder and complies with *AEMO's* requirements for updating and completing of the *CER Register* for the *micro CER connection*; and
 - (b) if you become aware that the *electrical professional* will not update, or has not updated, the *CER Register* as required under clause 9.4.7(a), you must contact us to discuss an appropriate course of action.

9.5 You must accommodate and protect equipment

- 9.5.1 You must accommodate on the *premises*, and protect from harm, any *premises connection assets* and metering equipment which are required to be located on the *premises*.
- 9.5.2 *Ausgrid's* NS238 – Supply Quality (available to download on *Ausgrid's website*) describes some of the protective devices that may be installed and some of the measures that may be taken to avoid damage to electrical equipment due to fluctuations or interruptions in the supply of electricity by your *retailer* through our *distribution system*. We recommend that you inform the users of electricity at the *premises* of these matters.

9.6 Your obligation to ensure your electrical professionals comply with safety and technical requirements

- 9.6.1 It is your responsibility to ensure that your *electrical professional* complies with any applicable metering, safety and technical requirements relating to the *electrical installation*, the *premises connection assets*, *micro distribution connected unit* and any other equipment required to be installed at the *premises* under this *connection contract*, including any meter (as set out in this clauses 9).

9.6.2 If your *electrical professional*:

- (a) does not comply with applicable metering, safety and technical requirements in this clause 9;
- (b) does not perform their responsibilities in accordance with *good industry practice*; or
- (c) causes us to suffer loss or damage in connection with this *connection contract* due to their misconduct, wrongful or negligent acts or omissions,

then we may end this *connection contract* in accordance with clause 2.2.1(h).

10 Rights of access to premises

10.1.1 You must provide our authorised officers, agents, contractors and employees safe and unhindered access to and over the *premises* at any reasonable time during daylight hours (or, in the event of an emergency, at any time of day or night) in order for us to fulfill our obligations and exercise our rights under this *connection contract* and the *energy laws*, including to:

- (a) conduct any necessary inspection of the *contestable services* carried out by your *electrical professional* (including for the purpose of auditing and assessing the extent to which your *electrical professional* is complying with *Ausgrid's Connection Standards* and the *energy laws* in the performance of *contestable services*); and
- (b) undertake any appropriate works or other appropriate steps relating to:
 - (1) any *basic connection service* provided, or to be provided, by us;
 - (2) any breach or possible breach of *Ausgrid's Connection Standards*, the *energy laws* or this *connection contract*;
 - (3) the exercise of any other function conferred on us under the *energy laws*;
 - (4) accessing, physically or remotely, your *micro distribution connected unit* to ensure the configuration is compliant with network standards and, if applicable, the *schedule of site-specific conditions*;
 - (5) any *defect* or possible *defect* in the *premises connection assets*, the *electrical installation* or *metering installation*, and any other equipment being installed, or required to be installed, at the *premises* under this *connection contract*; or
 - (6) any matter concerning the safety of the *electrical installation*, the *premises connection assets* or the *connection*.

10.1.2 We are entitled to charge a fee for a follow up visit if you refuse to allow or prevent our authorised officer from entering the *premises* in order for them to exercise a statutory right. This is an *alternative control service* that is charged at a rate set by the *regulator* for each financial year (details of which are readily available in the applicable **Alternative Control Services Fee Schedule** available on *Ausgrid's website*).

11 Network devices

11.1.1 You acknowledge that under the *rules*, we may, at our discretion, install or arrange for a third party to install a *network device(s)* at the *premises* in accordance with the *rules*.

11.1.2 We may use the *network device* (including any information obtained from the *network device*) in any manner permitted under the *energy laws*, including to reconnect or *disconnect* a *metering installation* remotely. Where we install a *network device* pursuant to this clause 11, we will do so at our own cost.

12 Risk and liability

12.1 Responsibility and risk of contestable services

12.1.1 You accept all risks associated with the *contestable services*, including for the installation or *connection alteration* of the *premises connection assets* or *micro distribution connected unit*, 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 *contestable services*;
- (b) any faults or *defects* in relation to such *contestable services* and remediation of those faults or *defects*;
- (c) the risk of carrying out those *contestable services* in compliance with applicable *laws* (including the *energy laws*), *Ausgrid's Connection Standards* and for ensuring that the works are fit for safe operation as specified in clause 9.3.2;
- (d) the care, cost and risk of maintaining:
 - (1) the *premises connection assets* (until those assets are transferred to the *Network Owner* under clause 8.3); 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 8.3),

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

12.1.2 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 works described in clause 12.1.1 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 12.1.1, except to the extent caused by our negligent act or omission, bad faith or breach of contract.

12.1.3 You further acknowledge that any involvement by us in relation to the *contestable services* required to establish the *connection* between the *distribution network* and the *electrical installation* (and including the *connection* of the *micro distribution connected unit*) at the *premises*:

- (a) is undertaken by us as a means of providing us with assurance that the performance of the *contestable services*, will not cause us to assume any risk in excess of the level of risk we would assume if we had carried out the *contestable 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 in relation to the *contestable services*; and
- (d) does not in any way restrict us from recovering amounts under this *connection contract* in relation to a failure by you (or your *electrical professional*) to comply with this *connection contract*.

12.2 Limitations of liability

12.2.1 Subject to clause 12.2.2, 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 *connection 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.

12.2.2 The limitation of liability in clause 12.2.1 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 or failure to comply with any relevant authorisation, or breach of the first party's payment obligations; or
- (b) to a breach by us of any guarantee under Part 3-2 of the Australian Consumer Law applicable to the provision of *basic connection services*, in relation to which our liability is instead limited (at our election) to the replacement of the *basic connection services*, the supply of equivalent *basic connection services* (as relevant), or the payment of their cost.

12.3 Exclusion of consequential loss

12.3.1 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 *connection contract* (whether arising under contract, in tort (including negligence) or otherwise).

13 Complaints and dispute resolution

13.1 Complaints and referral of dispute

13.1.1 If you have a complaint or dispute regarding our *connection offer* and/or this *connection 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*).

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

13.2 Referral to the Australian Energy Regulator

13.2.1 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 *connection contract*; and
- (b) about the *connection charge* imposed by us.

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

14 Miscellaneous

14.1 Amendment

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

14.2 Assignment, novation and sub-contracting

14.2.1 You must not assign or novate this *connection contract* (or any part of this *connection contract*) or transfer ownership of the *micro 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 your obligations under this *connection contract* as if it had been named in this *connection contract* instead of you.

14.2.2 We may subcontract any of our obligations under this *connection 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 *connection contract* as we determine.

14.2.3 If you propose to assign or novate this *connection contract* under clause 14.2.1 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.

14.3 Oral explanation

14.3.1 No oral explanation provided by one party to the other or to any person whom a party represents will affect the meaning or interpretation of this *connection contract* or constitute any collateral agreement, warranty or understanding between the parties or with any other person.

14.4 Rules prevail

14.4.1 To the extent of any inconsistency between the terms of this *connection contract* and the requirements of the *energy laws*, the *energy laws* prevail, subject to clause 16.1.2.

14.5 Survival

14.5.1 Clauses 2, 4.1, 4.2, 4.3, 9.3, 8.3.1, 10, 6.2, 7, 12, 13, 14 and 15 and any other clauses that expressly or by implication are intended to survive termination or expiry of this *connection contract*, will survive termination or expiry of this *connection contract*. If you cease to be the owner of the *premises*, those clauses will terminate.

15 Interpretation and governing law

15.1 Interpretation

Headings are for convenience only and do not affect interpretation.

Unless stated to the contrary:

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

15.2 Governing Law

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

16 Dictionary

16.1 Statutory definitions apply

16.1.1 Terms used in the *connection offer* and the *connection contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of *energy laws*, which has the extended meaning given in clause 16.2.

- 16.1.2 For ease of reference, we offer the definitions set out in clause 16.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in clause 16.1.1.

16.2 Defined terms

- 16.2.1 The words in italics in this *connection contract* are defined in clause 16.2.2.

- 16.2.2 Subject to clause 16.1, 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) administered by the NSW Climate and Energy Action.

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

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.

amps means amperes at *low voltage* (230V/400V) unless otherwise specified.

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).

Appendix means an appendix to this *connection contract*.

ASP/2 means, depending on the context:

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

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

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

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

being the operator of the *distribution system*.

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

- (a) the *Electricity Supply Act 1995* (NSW);
- (b) the *Electricity Supply (General) Regulation 2014* (NSW);
- (c) the *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) the *Gas and Electricity (Consumer Safety) Act 2017* (NSW);

- (e) the *Electricity (Consumer Safety) Regulation 2015* (NSW);
- (f) the *Service and Installation Rules* (and instruments made by us as permitted under those rules);
- (g) all Australian Standards relating to electrical installations (which include AS/NZ 3000: Wiring Rules, AS/NZS 4777: Grid connection to energy storage systems via inverters (Part 2: Inverter requirements), AS 3000: Electrical Installations and the *CER Technical Standards*) and any other Australian Standards specified by us from time to time to ensure compliance with the *rules*;
- (h) *Ausgrid's Standards*;
- (i) our *connection policy*;
- (j) our *Electrical Safety Rules*;
- (k) the *rules*, market operations rules and any applicable metrology procedures made under the *rules* or market operation rules;
- (l) any requirements or standards specified by us from time to time to ensure compliance with the *rules*; and
- (m) if attached in Appendix A, specific power quality emission requirements, limits and standards that may be applicable to the *electrical installation* and that are designed to control disturbances on the *distribution network* (which we will develop and provide to you within a reasonable time prior to *electrification*).

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

Ausgrid 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.

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

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

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

basic connection service means either a service relating to a *new connection* or a *connection alteration* related to, where the context requires, a *basic connection*, proposed *basic connection* or *basic micro CER connection service* and for the purposes of this *connection offer* means the services set out in clause 5.3 and 5.4. For the avoidance of doubt, *basic connection services* do not include *contestable services* or the provision, installation or maintenance of a *metering installation*.

basic micro CER connection service means a *basic connection service* for a *retail customer* who is a *micro resource operator*.

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

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

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 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 4777.2:2020 as in force from time to time.

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

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.

connection means a physical link between a *distribution system* and your *premises* to allow the flow of electricity (and, where the context requires, includes a *micro CER connection*) and means, in this *connection contract*, the *connection* described in the *connection offer* or *contract notification letter*. To avoid doubt, *connection* does not include *relocation* and *basic connection services* do not include *relocation works*. **Connect** and **connection works** has a corresponding meaning.

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

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

connection application means an application for a *new connection* or *connection alteration* and in the context of this *connection contract* means the properly completed *connection application* referred to in the *connection offer* or *contract notification letter* (and includes any additional information or details provided with the *connection application* or following your acceptance of the *connection offer*, such as our requests for additional information or clarifications).

connection charge means a charge imposed by us for a *basic connection service* and for the purposes of this *connection contract* are those charges identified in clause 7.1.

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

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

connection details are the details for the *basic connection*, including whether it is a *new connection* or a *connection alteration*, and/or for a *basic micro CER connection*, as set out in the *connection application*, and as subsequently modified by us in the *connection offer* or *contract notification letter*.

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

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

connection point means the junction of the *distribution system* with the *electrical installation* at the *premises* as defined in the *Service and Installation Rules*. For the purposes of this *connection contract*, the *connection point* specified in clause 4.5.

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

consumer mains are mains leading from the *connection point* to the main switchboard on the *premises*. They are part of the *electrical installation* and are not owned by us.

contestable service means services that may be provided by more than one supplier as a contestable service or on a competitive basis and in New South Wales must be provided in accordance with the *accreditation scheme*. For the purpose of this *connection contract*, contestable services means:

- (a) in the context of a *basic connection*, the work done at or near the *premises* (at the your cost) by an *ASP/2* to establish the *connection*; or
- (b) in the context of a *micro CER connection*, the installation of a *micro distribution connected unit* (at your cost) by an *electrical professional* qualified to install the unit, including assessment of the requirements of the *micro distribution connected unit* and where necessary, installation or upgrade of any submain or circuit in the *electrical installation*.

contract notification letter means a letter sent by us to the *connection applicant* in accordance with clause 1.5.1.

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.

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

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

defect means a *major defect* or a *minor defect*.

disconnect includes discontinuing the supply of electricity to a *customer's premises* by any means including operating a switch, removing meters or dismantling equipment between the *premises* and the *distribution system*.

distribution 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 customer's *premises* (excluding *premises connection assets*), and for the purpose of this *connection 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' *premises* and includes any *premises connection assets*, and for the purpose of this *connection 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.

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

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

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

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

energy laws includes (as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules* (and the market operations rules and any applicable metrology or other procedures made under the *rules* or the market operations 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.

expedited connection means a *connection contract* made using the expedited process for *connection applications* under rule 5A.F.3 of the *rules*.

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

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

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 4.1.4.

good industry practice means the standard adopted by a reasonable and prudent person in the circumstances (and may include good electricity industry practice as defined in the *rules*, if applicable in the particular circumstances).

high voltage means voltages greater than 1,000 volts ac.

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

instrument means a transfer granting easement or a section 88B instrument under the *Conveyancing Act 1919* (NSW), whichever is approved by us.

inverter means a device that uses semiconductor devices to transfer power between dc source or load and an ac source or load.

inverter energy system means a system comprising one or more *inverters* together with one or more energy sources, controls and one or more grid protection devices (which is a device complying with the relevant requirements of AS/NZS 4777: Grid connection to energy storage systems via inverters (Part 2: Inverter requirements)).

law means any legislation, delegated legislation, regulations or any rules, instruments, notices, codes or directions published by an *Authority* including the *energy laws*.

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

metering coordinator means a person who is registered by AEMO as a metering coordinator under Chapter 2 of the *rules*.

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

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

micro distribution connected unit means a *distribution connected unit* of the kind contemplated by AS/NZS 4777:Grid connection to energy storage systems via inverters (Part 2: Inverter requirements).

metering installation means the assembly of components that are controlled for the purpose of metrology and which are located at or near the point of physical connection of the device measuring the current in the power conductor where the energy data is made available for collection.

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 breach of a technical requirement under this *connection contract* that 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.

network device means the apparatus or equipment located at or adjacent to a *metering installation* at the *connection point* which enables us to monitor, operate or control our *distribution network* for the purpose of providing network services, and may include switching devices, measurement equipment and control equipment.

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

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*.

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

over 100 amps connection means a *connection* where the *capacity* of the *connection* exceeds 100 amps.

pioneer scheme means the scheme referred to in clause 7.3.

point of common coupling means the point at which *service mains* are connected to the *distribution network* and for the purposes of this *connection contract*, means the point specified in clause 4.5.

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 *connection contract*, means the *premises* at the location referred to in the *connection application*.

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

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

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

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

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

retail customer means a person who purchases electricity from a *retailer* and includes a non-registered *distribution connected unit* and a *micro distribution connected unit*.

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 Basic Connection Services** and the *connection offer* outlining any conditions or requirements specific to the *connection* under this *connection contract*.

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

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

service protection device means a fuse, circuit breaker or other device required by us, or another distribution network service provider, to interrupt the supply of electricity to an *electrical installation* on a *connection customer's premises*.

site inspection fee is the fee allowable under *rule* 5A.D.4 and further described in clause 7.1.1(b).

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*.

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

Appendix A – Automatic Access Limits for Power Quality Emissions

Your *electrical installation* may be required to comply with the automatic emission limits specified in this Appendix A (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 A.