Model Standing Offer for Basic Connection Services

Metered Load

Effective from 21 December 2016
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MODEL STANDING OFFER FOR BASIC CONNECTION SERVICES:
METERED LOAD

1. THIS CONTRACT

(a) This contract is AusNet Electricity Services Pty Ltd’s *model standing offer* for basic connection services (metered load), established under Chapter 5A of the NER.

(b) This contract is between:

(i) AusNet Electricity Services Pty Ltd ABN 91 064 651 118, of 2 Southbank Boulevard, Southbank VIC 3006 (referred to as *AusNet Services*, *we*, *our* or *us*);

(ii) the *Retail Customer* by whom, or on whose behalf, the relevant *connection application* was made (referred to as *you* or *your*).

(c) This contract includes the terms of any *connection application*, any *connection offer* letter and this *model standing offer*.

(d) If there is any inconsistency between the terms and conditions of this contract and the *connection contract*, this contract will prevail, to the extent permitted by law.

Terms used in this contract are defined either in clause 13 or the *NER*.

2. THE SERVICES

(a) This contract is to provide *you* with one of the *basic connection services* listed in Schedule 1. AusNet Services will determine which *basic connection service* is appropriate for you based on the information provided in your *connection application*.

(b) The *basic connection service* will include:

(i) *AusNet Services* designing, constructing and establishing any relevant *premises connection assets* set out in Schedule 1; and

(ii) Subject to clause 2(c)(iii), installing and configuring metering equipment that we consider (acting reasonably) is appropriate and required, in accordance with the *energy laws*.

(c) This contract does not apply to the following services:

(i) the ongoing *connection of your premises* to *AusNet Services’ distribution system* or the supply of electricity to those *premises* (as this is dealt with in the *deemed contract* between *you* and *AusNet Services*);

(ii) the sale of electricity to *your premises* (this is dealt with in a negotiated or deemed contract between *you* and *your electricity retailer*); and

(iii) from 1 December 2017, installing and configuring metering equipment, unless *AusNet Services* is the *metering provider*.

3. COMMENCEMENT OF THIS CONTRACT

(a) This contract starts either:

(i) if *you* or *your electricity retailer* requested an *expedited connection* in your *connection application* and:
(A) indicated that the terms of this contract were acceptable, and

(B) AusNet Services is satisfied (refer to clause (b) below) that the connection application is for a relevant basic connection service under this model standing offer,

- when we received that connection application; and

(ii) if clause (i) doesn’t apply, when AusNet Services received your acceptance of the relevant connection offer within the relevant timeframe for acceptance set out in the connection offer letter.

(b) In order to be satisfied that the connection application is for a relevant basic connection service (as referred to in clause (i) above), AusNet Services will need to assess your connection application and confirm whether you meet the qualifying conditions. We will notify you within 10 business days of receiving your connection application whether you meet the qualifying conditions. If you do not meet the qualifying conditions, we will advise you whether the proposed connection is a standard connection or a negotiated connection service.

(c) Without limiting any other provision of this contract, you must not take any action that might affect AusNet Services’ distribution network until we are satisfied that the connection application is for a relevant basic connection service under this model standing offer.

4. COMPLETION OF THIS CONTRACT

(a) This contract will end:

(i) if AusNet Services determines that any network augmentation works are required other than works that we consider to be minor works or those that are set out in the relevant basic connection service (in which case the parties must enter into a negotiated connection establishment contract for the services) – when AusNet Services notifies you of this;

(ii) if AusNet Services considers that the information in the connection application is incomplete, false or misleading in a material respect – when AusNet Services notifies you of this;

(iii) if the services requested in your connection application are determined to be not of a kind contemplated by this contract – when AusNet Services notifies you of this;

(iv) if AusNet Services has not, within 65 business days of the date of this contract, received:

(A) A Certificate of Electrical Safety;

(B) an Electrical Works Request Form; and

(C) (if relevant), a service order,

– on the expiry of that period (note that AusNet Services may agree to extend this period by up to a further 65 business days in special circumstances);

(v) if your deemed contract ends – when that contract ends;

(vi) if you breach this contract and you do not remedy this within 10 business days of AusNet Services notifying you of the breach (provided that AusNet Services is permitted to terminate this contract under the energy laws) – on the expiry of that 10 business day period;
(viii) if any approvals or access required for AusNet Services to provide the relevant basic connection service (such as are referred to in clauses 8.1 and 8.2) are not obtained within:

(A) for approvals or access from you – 10 business days; and

(B) for approvals or access from third parties – 20 business days,

- when AusNet Services notifies you of this.

(b) If this contract ends before the relevant basic connection service has been provided:

(i) AusNet Services may disconnect, dismantle, decommission and remove any of the premises connection assets that are only relevant to the basic connection service; and

(ii) you acknowledge that AusNet Services cannot (due to changing conditions on our distribution system) guarantee that the capacity originally requested in the connection application and approved by AusNet Services will necessarily be approved in respect of any subsequent connection application.

5. TIMING OF THE SERVICES

(a) Subject to clause (e), and provided that you have met the qualifying conditions and complied with this contract (including, without limitation, the obligations set out in clause 8), AusNet Services will use its best endeavours to:

(i) start providing the relevant basic connection service to you on:

(A) if AusNet Services has agreed a date with you – that date; or

(B) if the basic connection service is for a new connection and AusNet Services has been unable to agree dates with you – one business day after each of the following has been met:

(I) you have met the relevant obligations and prerequisites under clause 8; and

(II) (if applicable) AusNet Services has received a completed Certificate of Electrical Safety, an Electrical Works Request Form and a service order; and

(ii) finish providing the relevant basic connection service to you by:

(A) if AusNet Services has agreed a date with you – that date; or

(B) if AusNet Services has not agreed a date with you - within 10 business days; or

(b) On occasion, AusNet Services may need to contact you to seek your agreement to an extension to the above periods.

(c) You acknowledge that the timeframe for connection will depend on when the Retail Customer’s activities are completed.

(d) You must do all things necessary to be done by you, including, without limitation, providing access, obtaining relevant approvals, and carrying out other relevant Retail Customer’s activities, to allow the above timeframes to be achieved.
Despite clause (a):

(i) AusNet Services is not required to start providing the relevant basic connection service until you have obtained any relevant approvals (other than AusNet Services obtained approvals) and procured any access required for AusNet Services to provide the relevant basic connection service;

(ii) AusNet Services is not required to start providing the relevant basic connection service until you have complied with clause 8.1;

(iii) AusNet Services is not required to finish providing the relevant basic connection service until you have complied with your obligations under this contract;

(iv) if the relevant basic connection service is for a new connection, AusNet Services is not required to energise the new connection until we either receive a request from your electricity retailer to do this, or you have given us written confirmation from your electricity retailer that it has entered into a customer retail contract with you for the connection;

(v) if there is a relevant force majeure event, AusNet Services may delay the start and/or finish of the relevant basic connection service by as long as that force majeure event affects the provision of that service;

(vi) if there is a latent defect that affects the provision of the relevant basic connection service, AusNet Services may delay the start and/or finish of the relevant basic connection service by as long as required to address that latent defect;

(vii) if conditions (including without limitation, weather conditions) are such that AusNet Services determines that to commence or continue providing the relevant basic connection service would place the health and safety of AusNet Services’ employees or contractors at risk, AusNet Services may delay the start and/or finish of the relevant basic connection service by as long as those conditions affect the provision of that service; and

(viii) if AusNet Services becomes aware of any material information or circumstances (including, without limitation, any inaccuracy in the connection application or anything that is discovered at or near the premises that will affect the relevant works or provision of the relevant basic connection service) which, had we known of it before this contract started, would have resulted in us not entering this contract, then we may take such reasonable actions as we consider appropriate in the circumstances.

6. COST OF THE SERVICES

(a) Any fees for connection services and metering costs that apply to the relevant basic connection service are set out in AusNet Services’ Approved Annual Pricing Proposal.

(b) Where other costs arise for unforeseen reasons AusNet Services may charge minor variations and other incidental costs. Such costs include but are not limited to wasted attendances by AusNet Services personnel to the premises.

(c) AusNet Services will issue invoices for any charges that are incurred in connection with providing the relevant basic connection service. If AusNet Services sends the invoice to your electricity retailer, your electricity retailer will be entitled to recover the relevant charges from you. If AusNet Services sends the invoice to you, you must pay AusNet Services in accordance with the invoice.
7. AUSNET SERVICES’ RIGHTS AND OBLIGATIONS

(a) AusNet Services must:

(i) endeavour to obtain all AusNet Services obtained approvals necessary to provide the relevant basic connection service;

(ii) except for the Retail Customer’s activities, undertake the design, construction and commissioning of any premises connection assets required to provide the relevant basic connection service;

(iii) provide the relevant basic connection service in accordance with the SIR; and

(iv) give you any information that you reasonably request about your connection that is in our possession or control as soon as reasonably practicable following a written request from you in accordance with relevant privacy and right to information laws.

(b) Provided that AusNet Services acts reasonably, we are entitled to determine the design, specifications and any other requirements for the relevant basic connection service, including, without limitation:

(i) determining the point of origin, the route, the length, and any facilities required for any service line, underground service pit and/or service pillar (as relevant); and

(ii) determining and approving the location of the connection point between our assets and your assets.

(c) AusNet Services will comply with our obligations under this contract and under any relevant laws.

(d) AusNet Services may carry out any other works or other activities required to deal with an emergency as part of providing the relevant basic connection service.

(e) AusNet Services may subcontract or assign our rights or obligations under this contract as we determine.

8. YOUR OBLIGATIONS

8.1 Technical requirements

You must:

(a) arrange for the carrying out of any of the Retail Customer’s activities relevant to the relevant basic connection service and any other activities required to allow AusNet Services to provide the relevant basic connection service, at your own risk and expense;

(b) without limiting clause (a), obtain any relevant approvals (other than AusNet Services obtained approvals) and access rights for you to carry out the relevant activities and to allow AusNet Services to provide the relevant basic connection service, at your own risk and expense;

(c) provide copies of all such approvals to AusNet Services when requested;

(d) where any of the Retail Customer’s activities could impact on AusNet Services’ distribution system:

(i) not start any such activities until this contract is in force; and

(ii) only carry out such activities in accordance with this contract;
(e) ensure that the design and construction of any electrical assets on your side of the connection point complies with all relevant technical and safety obligations;

(f) ensure that any electrical works done by, or on behalf of, you are done by a registered electrical contractor and comply with all relevant technical and safety obligations, and that any work to be performed by, or on behalf of, you on or near exposed electrical parts is undertaken by “authorised persons” and otherwise in accordance with the Electricity Safety Act 1998 (Vic) and Electricity Safety (Installations) Regulations 2009 (Vic); and

(g) give AusNet Services a Certificate of Electrical Safety and an Electrical Works Request Form confirming compliance with clauses (f) to (g) (inclusive).

8.2 Access requirements

(a) You consent to AusNet Services and our representatives:

(i) (together with any plant, equipment or vehicles) having non-exclusive access to land and improvements controlled by you (including, without limitation, to the main switchboard) in connection with the relevant basic connection service (including to confirm compliance with the technical and safety obligations or to install any plant or equipment on the premises) and the energy laws; and

(ii) accommodating on your premises, all plant and equipment necessary for the connection.

(b) You must ensure that:

(i) AusNet Services, and our representatives, can access the premises and surrounding land as described in clause 1.1(a)(i) in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and

(ii) you take reasonable precautions to protect from harm all plant and equipment necessary for the connection that is installed on the premises by AusNet Services or our representatives.

8.3 Information you must give AusNet Services

(a) You must give AusNet Services all information:

(i) about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any part of the relevant basic connection service, as soon as possible (and in any case before AusNet Services starts providing the relevant basic connection service); and

(ii) that we reasonably ask you for in connection with this contract.

(b) You must notify AusNet Services immediately if:

(i) any information that you previously gave us stops being accurate; or

(ii) you become aware of any matter or thing that might affect the nature, cost or timing of any part of the relevant basic connection service, or anything AusNet Services must do under this contract.

(c) You must ensure that all information you give us is correct, and that you do not mislead or deceive us in any way.
9. **INSPECTIONS**

(a) While AusNet Services (and other third parties) periodically carry out inspections for the purpose of auditing and assessing the extent to which electrical contractors are complying with the energy laws, AusNet Services does not represent or warrant that:

(i) AusNet Services (or any third party) will carry out an inspection at your premises;

(ii) any inspection carried out by AusNet Services or any third party will identify any or all faults or defects, or that the electrical installation and premises connection assets are free from faults or defects if none is identified in the course of any such inspection, and you remain responsible and liable for all work undertaken by your electrical contractor.

(b) Whether or not AusNet Services has carried out an inspection at your premises, we may, at any time, notify you of any work in relation to the electrical installation or the connection assets that must be completed by you (including through your electrical contractor) in order to comply with this contract. Failure to rectify such a defect may result in disconnection of the premises from AusNet Services’ distribution system in accordance with the energy laws.

10. **LIABILITY**

10.1 General

(a) This clause 10 survives the expiry or earlier termination of this contract.

(b) Despite any provision of this contract, AusNet Services will not be liable to you for any liability arising from delays to the progress or completion of the relevant basic connection service for any reason, to the full extent permitted by law.

(c) You acknowledge and agree that:

(i) as referred to in clause 2(c)(i), this contract does not apply to the ongoing connection of your premises to AusNet Services’ distribution system or the supply of electricity to those premises, as this is dealt with in a deemed contract between you and AusNet Services; and

(ii) any liability that AusNet Services may have to you in relation to any losses you may suffer because of:

(A) problems with the ongoing connection of your premises to AusNet Services’ distribution system or the quality of supply of electricity to your premises (such as power surges and drops); or

(B) interruptions to, or failures of, the supply of electricity to your premises; or

(iii) any other matter that is governed by that deemed contract, is governed solely by that deemed contract, and AusNet Services will not have any liability to you under this contract in relation to any of those matters.

10.2 Competition and Consumer Act and other guarantees

(a) The Competition and Consumer Act 2010 (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited. Unless one of those laws requires it, AusNet Services gives no guarantee, condition, warranty or undertaking, and makes no representation to you, regarding any matter, including as to:
(i) the condition or suitability of electricity or a *basic connection service*; or

(ii) the quality, fitness or safety of electricity or a *basic connection service*, other than as set out in this contract.

(b) Any liability *AusNet Services* has to *you* under these laws that cannot be excluded but that can be lawfully limited is (at *AusNet Services’* option) limited to:

(i) providing equivalent goods or services provided under this contract to *your premises*; or

(ii) paying *you* the cost of replacing the goods or services provided under this contract to *your premises*, or acquiring equivalent goods or services.

(c) *AusNet Services* is not otherwise liable to *you* for any loss *you* suffer if *we* have not been negligent or have not acted in bad faith.

(d) Sections 119 and 120 of the *NEL*, and any other limitations of liability or immunities granted under the *energy laws*, are not limited in their operation or application by anything contained in this contract, and may also limit or exclude *our* liability in some cases.

10.3 **No liability for indirect or consequential loss**

Notwithstanding any other provision of this contract (except for clause 10.1(c)(ii)), neither party is liable to the other under, or in connection with, this contract or under contract, tort (including negligence), breach of statute or other cause of action at law or in equity for any of the following:

(a) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;

(b) increased costs of working or labour costs;

(c) costs of capital or costs of business interruption; and

(d) any indirect, incidental, special or consequential damage, cost, expense or loss; and

(e) damage, cost, expense, loss or damage that otherwise is not a direct and immediate consequence of the breach, suffered by the other party, however arising, due to any causes including the default or sole or concurrent negligence of a party and whether or not foreseeable.

10.4 **Contributory negligence**

A party’s (“first party”) liability to another party for loss or damage of any kind arising out of this contract or in connection with the relationship established by it is reduced to the extent (if any) that the other party causes or contributes to the loss or damage. This reduction applies whether the first party’s liability is in contract, tort (including negligence), under any statute or otherwise.

11. **COMPLAINTS AND DISPUTE RESOLUTION**

(a) If *you* have a query or complaint relating to this contract, *you* may lodge a complaint with *AusNet Services* in accordance with *our* Customer Complaint and Dispute Resolution Policy, which is available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au)).

(b) *AusNet Services* must handle a complaint made by *you* in accordance with the relevant Australian Standards and *our* Customer Complaint and Dispute Resolution Policy, which are available on *our* website ([www.ausnetservices.com.au](http://www.ausnetservices.com.au)). *AusNet Services* must provide *you* with a copy of these procedures upon request.
(c) If you are not satisfied with the response to any query, complaint or dispute raised with AusNet Services, and it is within the purview of the Energy and Water Ombudsman Victoria, you may refer the complaint or dispute to this Ombudsman.

(d) This clause does not limit your rights under relevant energy laws to refer a dispute regarding the terms and conditions of this contract or the connection charges payable to AusNet Services to the AER.

(e) AusNet Services must inform you of the outcome of any complaint made by you to us.

12. GENERAL

12.1 AusNet Services’ obligations

Some obligations placed on AusNet Services under this contract may be carried out by a third party. If an obligation is placed on AusNet Services to do something under this contract, then:

(a) AusNet Services is deemed to have complied with the obligation if another person does it; and

(b) if the obligation is not complied with, AusNet Services is still liable to you for the failure to comply with this contract.

12.2 Force majeure event

AusNet Services will be relieved from complying with any obligation under this contract to the extent that we are prevented from performing the obligation by any force majeure event.

12.3 Privacy of personal information

(a) AusNet Services will comply with all relevant privacy legislation in relation to your personal information.

(b) You can find a summary of AusNet Services’ privacy policy on our website (www.ausnetservices.com.au).

(c) If you have any questions, you can contact AusNet Services using the relevant contact details on our website (www.ausnetservices.com.au).

12.4 Retention of property

All materials, plant, equipment or other items provided or installed by AusNet Services as part of the relevant basic connection service remain our property unless this contract states otherwise.

12.5 GST

(a) The amount payable for a basic connection service and any other amounts payable under this contract, may be stated to be exclusive or inclusive of GST. Clause 12.5(b) applies unless an amount payable under this contract is stated to include GST.

(b) Where any amounts paid by you or by us under this contract are payments for “taxable supplies” as defined for GST purposes, then, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

12.6 Accrued rights and obligations

Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.
12.7 Applicable law

The laws of the State of Victoria govern this connection establishment contract.

13. DEFINITIONS

AER means the Australian Energy Regulator established under section 44AE of the Competition and Consumer Act 2010 (Cth);

alternative control service has the meaning given to that term in Chapter 10 of the NER;

Approved Annual Pricing Proposal means AusNet Services’ Price List for Alternative Control Services which is available on AusNet Services’ website (www.ausnetservices.com.au);

approval means any consent, declaration, authorisation, exemption, waiver or other approval required under any law, statute, act, rule, order or regulation which is enacted, issued or promulgated by the State of Victoria, the Commonwealth of Australia or any relevant local authority (including, but not limited to, town planning approvals, building approvals, vegetation taking permits and soil disposal permits);

AusNet Services obtained approvals means the following approvals:

(a) vegetation clearing permits for vegetation contained on a public road (if applicable);
(b) working on roads;
(c) approval to place asset on local government or VicRoads land;
(d) cultural heritage;
(e) environmental approvals;
(f) native title and ILUAs (Indigenous Land Use Agreements);
(g) wayleaves and easements; and
(h) consent to enter property;

basic connection service has the meaning generally set out in Chapter 5A of the NER and in this contract specifically means one of the new connections or connection alterations set out in Schedule 1, which involve the connection (or modification of the connection) of the premises to AusNet Services’ low voltage distribution system at the connection point, subject to the qualifying conditions being met and in accordance with the SIR;

business day has the meaning set out in Chapter 5A of the NER and means a day other than a Saturday, Sunday or a relevant public holiday;

Certificate of Electrical Safety means a certificate issued by a REC confirming that the REC has performed work at the site meeting the requirements of the Electricity Safety Act 1998 and Electricity Safety (Installations) Regulations 2009;

connection charges means any relevant connection charges identified in the Approved Annual Pricing Proposal;

connection establishment contract means a connection contract between the parties under Chapter 5A of the NER that provides for the provision of a new connection or connection alteration;

connection point means the point where the Retail Customer’s electrical installation is connected to our distribution system;

consumer mains means the conductors between the connection point and the main switchboard;
**deemed contract** means AusNet Services’ Electricity Distribution Contract Standard Terms and Conditions, which sets out the terms and conditions for the standard connection contract for customers under the *Electricity Industry Act 2000* (Vic) a copy of which is available on our website (www.ausnetservices.com.au);

*Distribution Connection Policy* means the AusNet Services Distribution Connection Policy, a copy of which is available on our website (www.ausnetservices.com.au);

**distribution system** means our electricity distribution network, including any connection assets, where relevant;

*Electrical Works Request Form* means a form issued by a REC which confirms that the load stated in the *connection application* has been appropriately installed and which requests *connection*;

*Electricity Distribution Code* means the code of that name which is available on the Essential Services Commission website (www.esc.vic.gov.au);

**electricity retailer** means the entity with whom the *Retail Customer* has (or will have) a retail contract for the purchase of electricity;

**energy laws** means the laws relevant to energy, including (as relevant), the *Electricity Industry Act 2000* (Vic), *Electricity Safety Act 1998* (Vic), *Energy Safe Victoria Act 2005* (Vic), NEL, NER, Electricity Safety (Installations) Regulations 2009 (Vic), SIR and any rules, regulations, instruments and plans and applicable Australian Standards (including, without limitation, the AS/NZS 3000 Wiring Rules and AS 4777);

**expedited connection** refers to a process under the NER which allows a *connection applicant* for a *basic connection service* or a *standard connection service* to enter into a *connection establishment contract* at the time of lodging the *connection application*, rather than waiting for a *connection offer* to be made and accepted. This must be selected when making the *connection application*;

**force majeure event** means an event outside the control of *us or you* (such as, without limitation, natural disasters and acts of God);

**latent defect** means physical conditions on the **premises** or its surroundings, which differ materially and substantially from the physical conditions which should reasonably have been anticipated by an experienced and competent contractor at the date of the offer for the relevant *basic connection service*;

**micro embedded generating unit** means a *generating unit* (which, for the avoidance of doubt, includes relevant equipment such as an *inverter* connected (or to be connected) within a **distribution network** and not having direct access to the **transmission network**, where that *generating unit* is of a kind contemplated by AS 4777 (Grid connection of energy systems via inverters);

NEL means the National Electricity (Victoria) Law, as defined in the *National Electricity (Victoria) Act 2005* (Vic);

NER means the National Electricity Rules under the NEL;

**notify, notifies or notifying** means to contact the other party via the contact details provided, either by telephone or in writing, including by email;

**overhead service line** means an overhead **service line** that extends no further into the **premises** than the maximum requirement specified in the **energy laws** and the SIR;

**premises** means the premises stated in the *connection application*;

**premises connection assets** means those parts of our **distribution system** that are used to provide connection services;

**qualifying conditions** means the following conditions:
(a) availability of a low voltage supply with the necessary capacity;
(b) minimal or no requirement for augmentation;
(c) maximum connection capacity of 100 Amp with no more than 40 Amp per phase;
(d) compliance with the technical and safety obligations; and
(e) connection to a line that is not a SWER line.

REC means a person or entity who is registered by Energy Safe Victoria as a Registered Electrical Contractor;

representative means the agents, contractors, sub-contractors, designers, employees, officers and other representatives of a party;

Retail Customer means the person or entity who is (or will be) responsible for the electricity account at the premises;

Retail Customer’s activities means:

(a) the activities described as such in Schedule 1;
(b) all items necessary and incidental to the completion of such activities, including the obtaining of any approvals for such work; and
(c) the obtaining of all approvals and access rights necessary for the completion of the relevant basic connection service, other than the AusNet Services obtained approvals;

service line means an electric line owned by us that connects our distribution system to the connection point;

service order means a valid service order from the Retail Customer’s electricity retailer that requests us to provide the relevant connection;

service pillar means an underground pillar owned by us that connects our distribution system to the connection point, which will be located no further into the premises than the maximum requirement specified in the energy laws and the SIR;

SIR means the Victorian Electricity Distributors Service & Installation Rules, a copy of which is available on the Victorian Electricity Distributors Service and Installation Rules website (http://www.victoriansir.org.au)

standard control service has the meaning given to that term in Chapter 10 of the NER;

SWER line means a single wire earth return (that is, a single-wire electricity distribution line which supplies single phase electrical power such that the earth is used as the return path for the current);

technical and safety obligations means the obligations set out in:

(a) the SIR;
(b) the energy laws;
(c) relevant Australian Standards and codes of practice, including, without limitation, AS/NZS 3000 Wiring Rules;
(d) the metrology procedures; and
(e) the technical and safety requirements in Schedule 1.

underground service line means an underground service line that extends no further into the premises than the maximum requirement specified in the energy laws and the SIR.
underground service pit means an underground connection asset owned by us that connects our distribution system to the connection point, which will be located no further into the premises than the maximum requirement specified in the energy laws and the SIR.

14. INTERPRETATION

Except in relation to the names of pieces of legislation, italicised terms in this contract have the meaning given in the deemed contract, this contract (refer the glossary in clause 13) or the energy laws (in particular the NER).

Unless the context otherwise requires, the following interpretation rules apply to this contract:

(a) headings are for convenience and do not affect interpretation;

(b) a reference to:
   (i) any law is to that legislation (including subordinate legislation) as amended or replaced;
   (ii) a clause, schedule or appendix is a reference to that part of this contract;
   (iii) a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
   (iv) a party includes a permitted substitute or assignee of that party;
   (v) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
   (vi) anything (including a right, obligation or concept) includes each part of it;
   (vii) a day is to a calendar day and a month is to a calendar month;

(c) a singular word includes the plural, and vice versa;

(d) examples are not exclusive;

(e) a reference to ‘A$’, ‘$A’, ‘dollar’ or ‘$’ is a reference to Australian currency; and

(f) if a day on or by which a party must do something under this contract is not a business day, the person must do it on or by the next business day.
1. **New metered connections or alterations**

(a) Relevant basic connection services

<table>
<thead>
<tr>
<th>Basic Service</th>
<th>Connection Service - Description of Relevant Technical and Safety Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single overhead (single-phase) connection</td>
<td>Establish a single-phase connection between the connection point at a premises and our distribution system. The connection will be between the connection point and an existing low voltage pole that is no more than 20 metres from the premises’ boundary on the same side of the street with no requirement to cross another property, and complying with statutory clearance requirements over driveways.</td>
</tr>
<tr>
<td>Multi overhead (multiphase) – Direct connected meter</td>
<td>Establish a multiphase connection between the connection point at a premises and our distribution system. The connection will be between the connection point and an existing low voltage pole that is no more than 20 metres from the premises’ boundary on the same side of the street with no requirement to cross another property, and complying with statutory clearance requirement over driveways. The service is dependent upon the requested number of phases being available from existing network assets. A CT connected meter service is also available, but the connection is likely to exceed 100 amps and therefore will be provided as a Negotiated Connection Service.</td>
</tr>
<tr>
<td>Single underground (single-phase) connection</td>
<td>Establish a single-phase connection at a connection point between the premises and our distribution system. The connection point will be in an existing service pit or pillar located on the property boundary that has sufficient capacity for the connection requested. The location of the connection point must not require the consumer mains to cross another property.</td>
</tr>
<tr>
<td>Multi underground (multiphase) – Direct connected meter</td>
<td>Establish a multiphase connection at a ‘connection point’ between the premises and our distribution system. The connection point will be in an existing service pit or pillar located on the property boundary that has sufficient capacity for the connection requested. The location of the connection point must not require the consumer mains to cross another property. The service is dependent upon the requested number of phases being available from existing network assets. A CT connected meter service is also available, but the connection is likely to exceed 100 amps and therefore will be provided as a Negotiated Connection Service.</td>
</tr>
<tr>
<td>Temporary Overhead Supply</td>
<td>Establish a single-phase connection at a ‘connection point’ between the premises and our distribution system. The connection point will be on an existing low voltage pole that is no more than 20 metres from the premises’ boundary on the same side of the street with no requirement to cross another property, and complying with statutory clearance requirements over driveways.</td>
</tr>
</tbody>
</table>

\[1\] Section 7.4.4 of the Service Installation Rules (SIRs) requires a minimum line clearance of 4.6 metres (including in service sag)
(b) AusNet Services works

The above basic connection services involve us carrying out the following works:

(i) the design and installation of the following premises connection assets:

(A) (if in an overhead reticulated area) — the design and installation of an overhead service line to the connection point, and the design and establishment of a connection at the connection point between the premises and our distribution system;

(B) (if in an underground reticulated area) — the design and establishment of an underground service line to the connection point and a service pillar or underground service pit at the connection point, and the design and establishment of a connection at the connection point between the premises and our distribution system;

(ii) where we are the relevant metering provider, the installation of metering equipment.

(c) Retail Customer’s activities

The above basic connection services involve the following Retail Customer’s activities:

(i) arranging for the design and installation of a consumer mains (sized in accordance with AS/NZS 3000 Wiring Rules) between the connection point and your metering equipment;

(ii) arranging for the provision of a suitable overhead line connection box, complete with house service connectors, for the connection of any overhead service line to the consumer mains;

(iii) arranging for the installation of suitable metering isolation links to individually isolate the metering equipment;

(iv) unless we are the relevant metering provider, contacting your electricity retailer to arrange for the installation of appropriate metering equipment (if required); and

(v) upon completion of the abovementioned activities, arranging for:

(A) your REC or electricity retailer to provide us with a signed Certificate of Electrical Safety and an Electrical Works Request Form; and

(B) your electricity retailer to provide us with a service order.