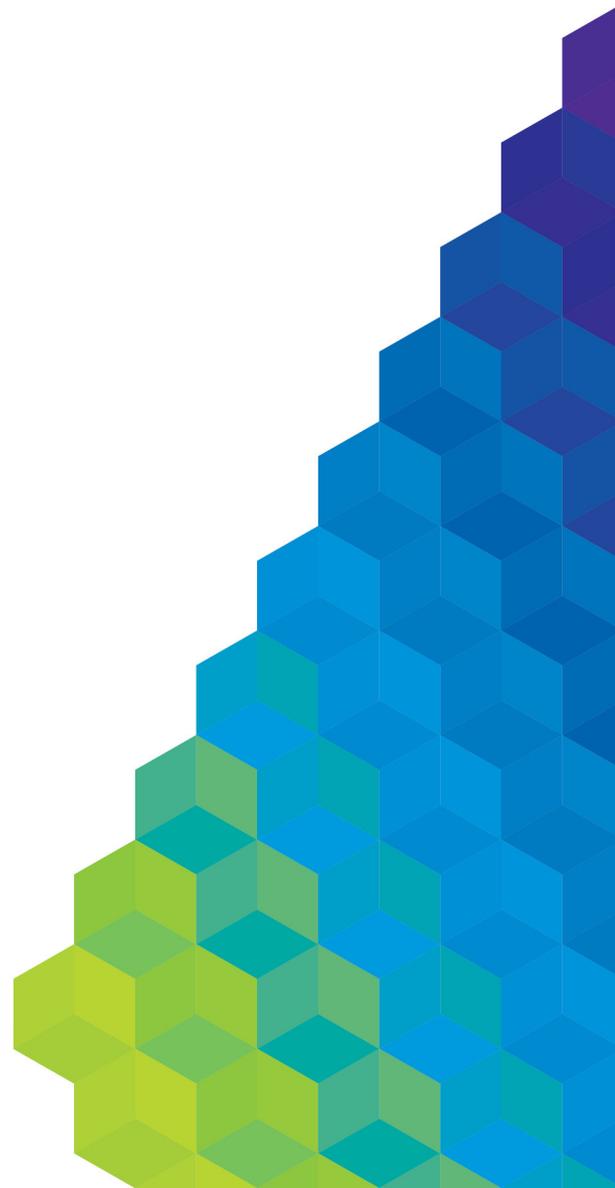


# Model Standing Offer for Standard Connection Services

Pole to Pit and Service Joint to Pit Connections

Effective from 31 December 2016





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# MODEL STANDING OFFER FOR STANDARD CONNECTION SERVICES: POLE TO PIT AND SERVICE JOINT TO PIT CONNECTIONS

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## 1. THIS CONTRACT

- (a) This contract is AusNet Electricity Services Pty Ltd's *model standing offer* for standard connection services (Pole to Pit and Service Joint to Pit Connections), 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*); and
  - (ii) the *applicant* 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*.

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## 2. THE SERVICES

- (a) This contract is to provide *you* with one of the *standard connection services* listed in Schedule 1. The *standard connections service* is an underground extension to the existing overhead or underground supply to a *connection point* at the boundary of your property, and does to provide a connection and energisation to your premises. You must separately request from *your electricity retailer* a *basis connection service* to connect your premises from these extension assets.
- (b) The *standard connection service* will include *AusNet Services* designing, constructing and establishing any relevant *connection assets* set out in Schedule 1, including but not limited to:
  - (i) determining the point of origin, the route, the length and facilities required for the *connection assets*; and
  - (ii) determining the location of the *connection point*.
- (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*); and
  - (ii) the sale of electricity to *your premises* (this is dealt with in a negotiated or deemed contract between *you* and *your electricity retailer*).

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### 3. COMMENCEMENT OF THIS CONTRACT

- (a) This contract starts either:
- (i) if *you, your retailer or your agent* requested an *expedited connection* in *your connection application* and:
    - (A) indicated that the terms of this contract were acceptable,
    - (B) the *connection charges* have been paid, and
    - (C) AusNet Services is satisfied (refer to clause (b) below) that the *connection application* is for a relevant *standard 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 *standard 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 20 *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 *negotiated connection service*.

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### 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 relating to the provision of one of the *standard connection services* listed in Schedule 1 – when *AusNet Services* notifies *you* of this;
  - (ii) If *AusNet Services* determines that a *cultural heritage plan* is required in order to perform the services requested in *your connection application* – when *AusNet Services* notifies *you* of this;
  - (iii) 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) the *electricity supply form* or any other form that seeks to initiate electricity supply by *AusNet Services*; and
    - (B) payment of the *connection charges*,
- 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 *standard 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 *standard connection service* has been provided:
  - (i) *AusNet Services* may *disconnect*, dismantle, decommission and remove any of the *connection assets* that are only relevant to the *standard 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*.

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## 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 *standard connection service* to *you* on:
    - (A) if *AusNet Services* has agreed a date with *you* – that date; or
    - (B) if the *standard connection service* is for a pole to pit *standard connection service* or for a *service joint standard connection service* and *AusNet Services* has been unable to agree dates with *you* – within 10 *business days* after each of the following has been met:
      - (I) *you* have met the relevant obligations and prerequisites under clause 8;
      - (II) *AusNet Services* has completed a site specific assessment or inspection of the relevant site; and
      - (III) *AusNet Services* has received a completed *electricity supply form*.
  - (ii) finish providing the relevant *standard 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 3 months;
- (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 *applicant's activities* are completed.
- (d) You must do all things necessary to be done by you, including, without limitation, carrying out relevant *applicant's activities*, to allow the above timeframes to be achieved.
- (e) Despite clause (a):
  - (i) *AusNet Services* is not required to start providing the relevant *standard 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 *standard connection service*;
  - (ii) *AusNet Services* is not required to start providing the relevant *standard connection service* until you have complied with clause 8.1;
  - (iii) *AusNet Services* is not required to finish providing the relevant *standard connection service* until you have complied with your obligations under this contract;
  - (iv) if there is a relevant *force majeure event*, *AusNet Services* may delay the start and/or finish of the relevant *standard connection service* by as long as that *force majeure event* affects the provision of that service;
  - (v) if there is a *latent defect* that affects the provision of the relevant *standard connection service*, *AusNet Services* may delay the start and/or finish of the relevant *standard connection service* by as long as required to address that *latent defect*;
  - (vi) If the site in question is within an area of cultural heritage significance, *AusNet Services* may:
    - (A) delay the start and/or finish of the relevant *standard connection service* by as long as required to address any obligations that may arise as a result; or
    - (B) make a determination that the contract will end in accordance with subclause 4(a)(ii);
  - (vii) if conditions (including without limitation, weather conditions) are such that *AusNet Services* determines that to commence or continue providing the relevant *standard 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 *standard 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 *standard 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.

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## 6. COST OF THE SERVICES

- (a) Any fees for *connection services* and *metering costs* that apply to the relevant *standard connection service* are set out in *AusNet Services'* pre-calculated capital contribution in accordance with schedule 1.

- (b) Where other costs arise AusNet Services may charge minor variations and other incidental costs. Such costs include but are not limited to additional services listed in section 1(b) of schedule 1.
- (c) *AusNet Services* will issue invoices for any charges that are incurred in connection with providing the relevant *standard 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.

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## 7. AUSNET SERVICES' RIGHTS AND OBLIGATIONS

- (a) *AusNet Services* must:
  - (i) endeavour to obtain all *AusNet Services* obtained approvals necessary to provide the relevant *standard connection service*;
  - (ii) except for the *applicant's activities*, undertake the design, construction and commissioning of any *connection assets* required to provide the relevant *standard connection service*;
  - (iii) provide the relevant *standard 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 practical 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 *standard connection service*, including, without limitation:
  - (i) determining the point of origin, the route, the length, and any facilities required for any *service line*, *service joint*, *underground service pit* and/or *service pillar* (as relevant); and
  - (ii) determining and approving the location of the *connection point*.
- (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 *standard connection service*.
- (e) *AusNet Services* may subcontract or assign *our* rights or obligations under this contract as *we* determine.

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## 8. YOUR OBLIGATIONS

### 8.1 Technical requirements

*You* must:

- (a) arrange for the carrying out of any of the *applicant's activities* for the relevant *standard connection service* and any other activities required to allow *AusNet Services* to provide the relevant *standard connection service*, at *your* own risk and expense;
- (b) provide copies of all such *approvals* to *AusNet Services* when requested; and

- (c) ensure that electrical assets (if any) on *your* side of the *connection point* comply with all relevant *technical and safety obligations*;

## 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* in connection with the relevant *standard 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 8.2(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 *standard connection service*, as soon as possible (and in any case before *AusNet Services* starts providing the relevant *standard 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 *standard 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.

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## 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 engaged by *you* 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 the location of the requested *connection assets*;

- (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 *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 the *location of the requested connection assets*, 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*.

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## 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 *standard 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
    - (C) 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 *standard connection service*; or
  - (ii) the quality, fitness or safety of electricity or a *standard 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.

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## 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*.

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## 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](http://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](http://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 *standard connection service* remain *our* property unless this contract states otherwise.

### 12.5 GST

- (a) The amount payable for a *standard 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*.

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## 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*;

*applicant* means the person or entity who is (or will be) responsible for the electricity account at the *premises* or that person or entity's agent;

*applicant's activities* means:

- (a) the obtaining of all *approvals* and access rights necessary for the completion of the relevant *standard connection service*, other than the *AusNet Services obtained approvals*; and
- (b) all items necessary and incidental to the completion of the relevant *standard connection service*, including the clearing of trees, other materials or structures and the obtaining of any *approvals* for such work;

*Approved Annual Pricing Proposal* means AusNet Services' Price List for Alternative Control Services which is available on *AusNet Services'* website ([www.ausnetservices.com.au](http://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;

*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;

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

*connection charges* means:

- (a) the relevant pre-calculated capital contribution set out in schedule 1;
- (b) charges for any required road crossings or a site specific Aboriginal cultural heritage due diligence assessment as set in Schedule 1; and
- (c) charges for other minor variations or incidentals,

as described in our *Distribution Connection Policy*;

*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 agreed point of supply where supply to the boundary of the *applicant's* property;

*consumer mains* means the conductors between the *connection point* and the main switchboard;

*cultural heritage plan* means a management plan detailing actions required to protect Aboriginal cultural heritage in a certain area, as prescribed by the *Aboriginal Heritage Act 2006*;

*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](http://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](http://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](http://www.esc.vic.gov.au));

*electricity retailer* means the entity with whom the *applicant* 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 *standard connection service*;

*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*;

*qualifying conditions* means the following conditions:

- (a) availability of a low voltage supply with the necessary capacity;

- (b) maximum connection capacity of 100 Amp with no more than 40 Amp per phase;
- (c) compliance with the *technical and safety obligations*; and
- (d) 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;

*service joint* means the point where *our distribution system* connects to the *service line*;

*service line* means an electric line owned by *us* that connects *our distribution system* to the *underground service pit*;

*service order* means a valid service order from the *applicant'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*;

*standard connection service* has the meaning generally set out in Chapter 5A of the *NER* and in this contract specifically means one of the *standard connection services* set out in Schedule 1, which involve an underground extension from *AusNet Services' low voltage distribution system*, subject to the *qualifying conditions* being met and in accordance with the *SIR*.

*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*;

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## 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*.

**SCHEDULE 1 – STANDARD CONNECTION SERVICES**

**1. Underground extension standard connection services and associated pre-calculated capital contribution charges**

(a) Standard connection services

<b>Standard Connection Service</b>	<b>Standard Connection Service - Description of Relevant Technical and Safety Requirements</b>	<b>Additional requirement depending on whether assets are dual use or single use</b>	<b>Indicative Pre-calculated capital contribution</b>
Underground extension (up to 40 metres) from the existing overhead supply.	<p>Establish the following connection assets:</p> <p>(I) an underground service line from the service joint to the service pit or service pillar; and</p> <p>(II) a service pillar or underground service pit at the nominated technically applicable connection point;</p> <p>The service line is no more than 40 metres in length for a pole to pit. The fee assumes that the service line will not cross any roads.</p> <p>A service pit is not suitable to be located where it may be subjected to vehicular traffic.</p>	<p><b>Dual Use</b></p> <p>The pit is assumed to be dual (shared) use and must be placed at the DNSP's preferred shared use location.</p> <ul style="list-style-type: none"> <li>The connection point will be located adjacent to the boundary of a two properties; or</li> <li>At the point of supply within public land and adjacent to two private property boundaries</li> </ul>	\$2,151
		<p><b>Single Use</b></p> <p>The pit is single use only and its position can be negotiated with the DNSP.</p> <p>The connection point will be located:</p> <ul style="list-style-type: none"> <li>Adjacent to the boundary of a single property, i.e. a dedicated (sole use) service pit; or</li> <li>At the point of supply within public land and adjacent to a private property boundary.</li> </ul>	\$3,420
Underground extension (up to 15 metres) from the existing underground supply	<p>Establish the following connection assets:</p> <p>(I) service joint on our distribution system;</p> <p>(II) an underground service line from the service joint to the service pit or service pillar; and</p> <p>(III) a service pillar or underground service pit at the technically applicable connection point;</p> <p>The service line is no more than 15 metres in length for a service joint to pit. The fee assumes that the service line will not cross any roads.</p> <p>A service pit is not suitable to be located where it may be subjected to vehicular traffic.</p>	<p><b>Dual Use</b></p> <p>The pit is assumed to be dual (shared) use and must be placed at the DNSP's preferred shared use location.</p> <ul style="list-style-type: none"> <li>The connection point will be located adjacent to the boundary of a two properties; or</li> <li>At the point of supply within public land and adjacent to two private property boundaries</li> </ul>	\$3,211
		<p><b>Single Use</b></p> <p>The pit is single use only and its position can be negotiated with the DNSP.</p> <p>The connection point will be located:</p> <ul style="list-style-type: none"> <li>Adjacent to the boundary of a single property, i.e. a dedicated (sole use) service pit; or</li> <li>At the point of supply within public land and adjacent to a private property boundary.</li> </ul>	\$4,489

Underground extension (up to 40 metres) from the existing underground supply	Establish the following connection assets: (I) service joint on our distribution system; (II) an underground service line from the service joint to the service pit or service pillar; and (III) a service pillar or underground service pit at the technically applicable connection point;	<b>Dual Use</b> The pit is assumed to be dual (shared) use and must be placed at the DNSP's preferred shared use location.  <ul style="list-style-type: none"> <li>The connection point will be located adjacent to the boundary of a two properties; or</li> <li>At the point of supply within public land and adjacent to two private property boundaries</li> </ul>	\$5,450
	The service line is no more than 40 metres in length for a service joint to pit. The fee assumes that the service line will not cross any roads.  A service pit is not suitable to be located where it may be subjected to vehicular traffic.	<b>Single Use</b> The pit is single use only and its position can be negotiated with the DNSP.  The connection point will be located: <ul style="list-style-type: none"> <li>Adjacent to the boundary of a single property, i.e. a dedicated (sole use) service pit; or</li> <li>At the point of supply within public land and adjacent to a private property boundary.</li> </ul>	\$6,728

(b) Additional minor variations or incidentals and associated additional charges

<b>Additional Connection Service</b>	<b>Additional Connection Service Description</b>	<b>Indicative Additional charges</b>
Road crossing	Establish the following connection assets: (I) a road crossing for a road up to 10 metres in length; and (II) an additional length of service line up 10 metres.  Road crossing must be placed at the AusNet Services' preferred location.	\$2,131 for each road crossing
Site specific Aboriginal cultural heritage due diligence assessment	If required, under the Aboriginal Heritage Act 2006, a site specific Aboriginal cultural heritage due diligence assessment must be conducted by an archaeologist approved by the Victorian Aboriginal Heritage Council, known as a Registered Aboriginal Parties (RAPs).	\$600 for each site assessment

(c) *AusNet Services* works

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

- (i) the design and installation of the following *connection assets*:
- (A) (if in an overhead reticulated area) – the design and installation of an *underground service line* to the *service pit*, and the design and establishment of a *service pillar* or *underground service pit* at the *connection point*;
- (B) (if in an underground reticulated area) – the design and establishment of:
- (I) a *service joint* on our *distribution system*;
- (II) an *underground service line* from *service joint* to the *service pit* or *service pillar*, and
- (III) a *service pillar* or *underground service pit* at the *connection point*.