

MODEL STANDING OFFER FOR BASIC CONNECTION SERVICES.

Applies to retail customers who are micro-embedded generators

Effective from 1 July 2016

ActewAGL

Preamble

This document is ActewAGL Distribution's *model standing offer* to provide *basic connection services* to retail customers who are *micro-embedded generators*.

ActewAGL Distribution ABN 76 670 568 688 is a partnership of ACTEW Distribution Ltd ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008552 663 and is referred to in this *model standing offer* as "we", "our" or "us").

Terms italicised in this document are defined in clause 16. In the event of an inconsistency between a term defined in this offer and the *National Electricity Rules*, the meaning in the *National Electricity Rules* is to prevail.

If accepted by the *retail customer*, this document becomes the *connection contract* between us and the *retail customer* for the provision of *connection services*. On acceptance of the *model standing offer*, references to "*model standing offer*" should be taken to be references to "*connection contract*".

1. WHO DOES THIS OFFER APPLY TO?

This offer applies to *retail customers* or persons acting on behalf of *retail customers* (in this contract, a reference to a *retail customer* includes a reference to a person acting on a *retail customer's* behalf) who are *micro-embedded generators*. If the *retail customer* is not a *micro-embedded generator*, we have a separate *model standing offer* that applies.

2. WHAT SERVICES ARE COVERED BY THIS OFFER?

This offer applies to *basic connection services* provided by us.

A *basic connection service* is a *connection service* that:

- (a) relates to a physical link between our distribution system and a *retail customer's premises* which allows the flow of electricity (a *connection*);
- (b) involves either:
 - (i) an alteration to an existing *connection* including an addition, upgrade, extension, expansion, *augmentation* or any other kind of alteration (a *connection alteration*);

- (ii) the establishment of a *connection* where there is no existing connection (a *new connection*); and

- (c) involves minimal or no *augmentation* of our *distribution network*.

The type of connection covered by this offer is detailed in Attachment 1.

All assets provided under this *model standing offer* are our property.

This offer does not:

- (a) in any way constitute an offer to supply or sell electricity to the *retail customer* or to buy electricity from the *retail customer*;
- (b) provide for *supply services* including the energisation or de-energisation of the *premises*;
- (c) cover work to be completed by the *retail customer* which must be completed prior to us completing the work under this *model standing offer*;
- (d) cover:
 - (i) the installation of conduits;
 - (ii) civil works;
 - (iii) removal of vegetation;
 - (iv) obtaining dial-before you dig asset clearances for customer installations;
 - (v) arranging inspection of electrical works installed by the *retail customer*;
 - (vi) supply and installation of the point of entry cubicle;
 - (vii) termination of consumer mains.

3. HOW TO ACCEPT THIS OFFER

3.1. General

- (a) If the *retail customer* would like to accept this offer, the *retail customer* must complete our application for a *basic connection service* which is available on our website.
- (b) Unless we agree a different timeframe with the *retail customer* or the customer applies for an *expedited connection* (see clause 3.2)

we will within 10 business days of receiving a completed application:

- (i) advise the *retail customer* whether the proposed *connection service* is a *basic connection service*; and
 - (ii) if we are satisfied that the application is for a *basic connection service*, make a *connection offer* which will be consistent with this *model standing offer*.
- (c) The *connection offer* will remain open for acceptance for 45 business days from the date of the offer and if not accepted within that period, it will lapse unless the period is extended by agreement between us and the *retail customer*.

3.2. Expedited connection

- (a) An *expedited connection* involves the *retail customer* and us entering into a *connection contract* on the terms of this *model standing offer* when we receive the customer's application for *basic connection services*.
- (b) The *retail customer* may apply for an *expedited connection* in relation to a *basic connection service* if it falls within the terms of this *model standing offer* by electing an *expedited connection* on the application for *basic connection services*.
- (c) If we are satisfied that the connection application is for *basic connection services* that fall within the terms of this *model standing offer* and the customer has elected an *expedited connection*, a *connection contract* is formed between us and the *retail customer* on the terms of the *model standing offer*.
- (d) If we do not agree that an offer in terms of this *model standing offer* or any other *model standing offer* is appropriate for the *retail customer*, we will notify the *retail customer* accordingly.

3.3. Negotiated connection offer

- (a) A *retail customer* may decide not to accept this *model standing offer* and instead negotiate a *negotiated connection contract* with us for *connection services* or both *connection services* and *supply services*.

- (b) We may charge a reasonable fee to cover expenses directly and reasonably incurred by us in assessing any application for a *negotiated connection contract*.

4. WHAT ARE THE TIMEFRAMES FOR COMMENCING AND COMPLETING THE CONNECTION SERVICE WORK?

- (a) Attachment 2 sets out the timeframes within which we will commence and complete the *connection service* work. We will use our best endeavours to ensure that the *connection service* work is carried out within the applicable timeframes.

However, we are not required to commence or continue with *connection service* work if the *retail customer* fails to comply with conditions of this offer that must be complied with by the *retail customer*.

- (b) The timeframes for commencing the work are subject to the following conditions:
 - (i) all information provided by the *retail customer* including any further information requested by us is accurate and complete;
 - (ii) approval has been granted by the relevant person or entity for any vegetation clearing required by us and the vegetation has been cleared;
 - (iii) all *connection works* to be supplied by the *retail customer* have been completed to the satisfaction of our design officer;
 - (iv) where the *retail customer* is required to complete certain works prior to us completing our *connection service work*, the completion of those works.
- (c) The timeframes for commencing and completing the *connection works* do not take into account factors outside of our control which may affect these timeframes. If such factors do arise, reasonable delay must be taken into account in those timeframes. We will advise you as soon as practicable of the nature and timing of the delay. Factors outside of our control include:
 - (i) weather;

- (ii) the presence of a condemned or nailed pole on the *premises* that prevents or delays the required work from being undertaken;
 - (iii) access for service vehicles and plant being restricted or obstructed;
 - (iv) the presence on the *premises* of rock, other underground obstructions or physical land characteristics that could not have been foreseen by us and not allowed for in the offer;
 - (v) the presence on the *premises* of other underground services not anticipated by us;
 - (vi) works not being completed to a sufficient standard, for example: non-compliant *meter* box or unauthorised deviations from the service marking;
 - (vii) non-compliant *connection* works; and
 - (viii) any delays required to comply with local laws and regulations.
- (d) If the *retail customer* does not allow us to commence the *connection service* work within 6 months of the commencement of the *connection contract* or does not otherwise allow us to complete the work within 6 months of commencement of the *connection service* work, we may, at our discretion, do any or all of the following:
- (i) review the terms of the *connection contract*;
 - (ii) terminate the *connection contract*;
 - (iii) make a revised *connection offer*.

5. WHAT ARE THE SAFETY AND TECHNICAL REQUIREMENTS?

5.1. General

- (a) The *retail customer* must comply with our *Service and Installation Rules*, any relevant ActewAGL standards and applicable *regulatory requirements*.
- (b) The *retail customer* must provide and maintain at the *premises* any reasonable or agreed facility required by us.

- (c) In some circumstances, we may require that the *retail customer's* electrical contractor be on the *premises*. We will inform the *retail customer* when these circumstances arise and the *retail customer* will be responsible for arranging the contractor's attendance and any costs associated with this attendance.
- (d) All property boundaries must be clearly marked. In the absence of any identifiable boundary marks in relation to residential areas, the presence of a fence will be taken to be the property boundary. We accept no liability for errors and omissions arising from an incorrectly marked boundary or the absence of a boundary marking.
- (e) The *retail customer* must maintain the required clearance of new assets from aerial lines as required by the applicable *regulatory requirements*. If the *retail customer* does not maintain the required clearance, we may undertake this work and may charge the *retail customer* in accordance with clause 7 and Attachment 3.

5.2. Works completed by the retail customer

- (a) The *retail customer* must ensure that all works completed by or on behalf of the *retail customer* are compliant with the *regulatory requirements*. Where works are non-compliant, we will issue a notice to the *retail customer* (a **non-compliance notice**). The *retail customer* must organise for the non-compliance to be rectified and notify us when the rectification has taken place.
- (b) Where the *retail customer* completes any work in relation to the *premises* which is required to be inspected by third parties, including regulatory bodies or statutory authorities, the *retail customer* must organise and ensure the completion of these inspections prior to us commencing work. If we have to revisit the *premises* because these inspections have not been carried out, we may charge the *retail customer* in accordance with clause 7 and Attachment 3 in relation to the revisit.

5.3. Protection of our distribution network

- (a) The *retail customer* must:
 - (i) use reasonable endeavours to protect our equipment and the *meter* installed

on your *premises* from unauthorised interference;

- (ii) notify us of any interference, defect or damage within 5 *business days* of becoming aware of it.
 - (iii) pay the reasonable costs of repair or replacement of our equipment installed on their *premises*, on request, if the defect or damage was caused by the *retail customer* or by another person in circumstances where the *retail customer* failed to take reasonable care to prevent that;
 - (iv) not do anything that interferes with the safe or efficient operation of our *distribution network* or permit anyone else to do so.
- (b) If we reasonably consider that the *retail customer's connection* or any of the customers equipment is having an adverse effect on the *distribution network*, the *retail customer* must comply with any reasonable directions we give the customer to correct that interference or effect.
- (c) The *retail customer* acknowledges that failure to comply with their obligations in paragraphs (a) and (b) may result in a safety hazard for people (including our personnel), the environment and property (including the *distribution network*).
- (d) The *retail customer* must inform us promptly if there is a change in:
- (i) their contact details
 - (ii) their equipment; or
 - (iii) the capacity or operation of connected equipment that may affect the quality, reliability, safety or metering of the supply of energy to the *premises* or the premises of any other person.

6. ACCESS

6.1. *The retail customer's obligations*

- (a) Under the energy laws, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the premises, including

taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to undertake works associated with your *premises* to maintain our network. Such works may include, but are not limited to:

- (i) reading, testing, maintaining, inspecting or altering any metering installation at the premises ; and
 - (ii) calculating or measuring energy supplied or taken at the premises; and
 - (iii) checking the accuracy of metered consumption at the premises; and
 - (iv) replacing meters, control apparatus and other energy equipment of ours; and
 - (v) connecting or disconnecting the premises; and
 - (vi) examining or inspecting an energy installation at the premises; and
 - (vii) inspecting, making safe, operating, changing, maintaining, removing, repairing or replacing any of our works at the premises; and
 - (viii) undertaking repairs, testing or maintenance of the distribution system; and
 - (ix) clearing vegetation from the distribution system including any equipment owned by us; and
 - (x) taking action to determine the appropriate tariff or charging category for the premises; and
 - (xi) performing services requested by you or your retailer.
- (b) The *retail customer* must ensure that any pets present on the premises are safely restrained or removed while we are on the premises. We accept no liability for injury to or loss of animals where appropriate care has not been taken.
- (c) The *retail customer* must ensure that all areas of their *premises* that we could reasonably be expected to access in the course of carrying out *connection* work are made safe and without risk to health (including but not

limited to asbestos, polychlorinated biphenyls, petroleum products etc) as required by the Work Health and Safety Act (ACT) 2011 (ACT).

6.2. Our obligations

If we or our representatives seek access to the premises under clause 6.1 above, we will:

- (a) comply with all relevant *regulatory requirements*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

6.3. Costs for lack of access

If the *retail customer* does not provide the access required under clause 6.1, they may be required to pay the reasonable costs of any further attendances required at their *premises* as a result.

6.4. Controlled access

If the *retail customer* wishes to lock off access to the *meter* or to our infrastructure or equipment, the *retail customer* may contact our enquiries line on 13 14 93 for details of our requirements (if any).

7. WHAT ARE THE CONNECTION CHARGES?

- (a) We will only impose *connection charges* consistent with our *Connection Policy* and our Schedule of Connection Charges in Attachment 3.
- (b) The *connection charges* that are payable under this *model standing offer* are set out in Attachment 3.
- (c) The connection charges must be paid by the retail customer's retailer unless;
 - (i) the retail customer applies directly to us for the basic connection service in which case we will advise the customer whether it must pay us directly;
 - (ii) the *retail customer* asks to pay the *connection charge* directly to us and we agree;
 - (iii) we agree with the *retail customer's retailer* that we will recover the *connection charge* directly from the *retail customer*.

(d) Amounts specified in Attachment 3 or which are otherwise payable under the *connection contract* may be stated to be exclusive or inclusive of GST. Paragraph (e) applies unless an amount payable under this contract is stated to include GST.

(e) Where an amount paid by you or by us under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

8. WHAT REQUIREMENTS APPLY IN RELATION TO THE EXPORT OF ELECTRICITY?

8.1. General

- (a) In order for the *micro-embedded generating unit* to be eligible for *connection* to our *distribution network*, the generating unit must be *compliant* and the capacity of the generating unit (and any other generating units installed at the premises) must not be more than 30kW.
- (b) The same electrical lines that are used to supply electricity to the premises are used to allow electricity to be fed back into the *distribution network*. The *retail customer* must have a fully operational connection from the premises to the *distribution network* under a *deemed AER approved connection contract*, a *deemed standard connection contract* or a *negotiated connection contract*.

8.2. Installation requirements

- (a) The *retail customer* must ensure that only a *licensed or accredited person* carries out the:
 - (i) design;
 - (ii) installation; and
 - (iii) ongoing maintenance,

of the *micro-embedded generating unit*. The *retail customer* is responsible for all costs associated with the requirements in paragraphs 8.2 (a)(i) to (iii).

8.3. Metering requirements

- (a) We do not own all of the *meters* in the ACT. If the *premises* has an existing *meter* and we

are the owner, we will determine whether that *meter* is capable of measuring and recording the amount of electricity exported into the *distribution network* from the *micro-embedded generating unit*. If the existing *meter* is not capable of performing these functions we will replace the *meter*, install a second *meter* or both.

- (b) We will install the replacement *meter*, or if the *retail customer* is eligible under the *Rules* the customer may arrange for it to be installed by another person who is accredited for that type of work (**accredited metering provider**). The *accredited metering provider* must comply with our *Service and Installation Rules* and the *ActewAGL Guidelines* when installing a *meter*. Only an *accredited metering provider* may install *meters*.
- (c) If we install the *meter*, we may charge the *retail customer* for the service as set out in Attachment 3.
- (d) If we do not own the existing *meter* on the *premises*, the *retail customer* will need to contact their *retailer* to arrange for the *meter* to be checked for its capacity to measure and record electricity exported to the *distribution network* by the *micro-embedded generating unit*, and for the *meter* to be upgraded if necessary.
- (e) We will arrange for the *retail customer's meter* to be read each *account period*, unless the customer is a contestable customer and has engaged a *metering data provider* authorised by AEMO. The *retail customer's retailer* will receive a notification of the *meter* reading for that period. Alternatively, we may estimate consumption for an *account period* as permitted by paragraph (g).
- (f) On request from the *retail customer's retailer*, we will check the accuracy of a recent *meter* reading. The *retail customer* is entitled to one free check reading for each *account period*. The fee for additional check readings is shown in Attachment 3 and will be notified to the *retailer* to be included in the customer's next electricity account.
- (g) We may estimate the quantity of electricity exported to the *distribution network* by the *micro-embedded generating unit* in the circumstances described in the relevant electricity Laws. Where possible, estimates will be calculated in accordance with the *metrology procedure*, which may include reference to an adjacent reading period(s). We may adjust a later electricity account to reflect the actual export, once known or more accurately estimated.
- (h) The *retail customer* may request us (or an accredited service provider) to test the *meter* on the *premises*. We will carry out the test within 15 business days or as otherwise negotiated with the *retail customer*. The customer has the right to be present during the test. The *metrology procedure* will then apply. If we own the *meter*, we will refund the cost of the test if it shows the *meter* is defective as defined in the *Rules*.
- (i) We may test any of our *meters* at the *premises* at our cost.
- (j) We may replace our *meter* at the *premises* at our cost, for reasons including but not limited to compliance with *regulatory requirements*. When replacing the *meter*, we will comply with our obligations under the *regulatory requirements*.
- (k) We will adjust our record of the amount of electricity the *micro-embedded generating unit* has exported to the *distribution network* as necessary if:
 - (i) the *meter* installed on the *premises* is defective; or
 - (ii) a check reading shows a *meter* reading to be incorrect.
- (l) *Meters* provided by us remain our property notwithstanding installation at the *premises*.
- (m) We will use reasonable endeavours to have our *meters* at the *premises* maintained in working order.
- (n) We will use reasonable endeavours to prevent unauthorised access to your metering information held by us.
- (o) We may pass through to you any *additional metering costs* incurred in relation to electricity generated by the *micro-embedded generating unit*.

8.4. Safety and technical requirements

- (a) You must not, and must not permit any other person, to act contrary to or interfere with, remove or otherwise damage any switches, stickers, tags or other notices (**safety notices**) placed by us or your electrical contractor on the *micro-embedded generating unit*. These *safety notices* may without limitation say things such as "do not operate", "danger" or similar.

9. OUR LIABILITY

9.1. General

- (a) The quality and reliability of the *retail customer's* electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the *distribution network* and the acts of other persons, including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to the *retail customer*, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this *model standing offer*.
- (c) Subject to paragraph (d), unless we have acted in bad faith or negligently, the *National Energy Retail Law* excludes our liability for any loss or damage the *retail customer* suffers as a result of the total or partial failure to supply electricity to their *premises*, which includes any loss or damage the *retail customer* suffers as a result of the defective supply of electricity.
- (d) Subject to clause 9.2 and to the extent permitted by law, if the *retail customer* is a *large customer*, we are not liable:
 - (i) to the extent the *retail customer's* equipment caused or contributed to the problem;
 - (ii) for any loss, liability or expense the *retail customer* may suffer or incur other than as provided under paragraph (c);

- (iii) for any loss of profits, business or anticipated savings or for any indirect or consequential loss arising out of or in connection with this contract, whether in contract or tort (including negligence).

- (e) If the *retail customer* is a *large customer*, the *retail customer* must indemnify us against any injury, loss or damage suffered by a third party in connection with their use of electricity and claimed against us to the extent that the injury, loss or damage is caused by or contributed to by their negligence or their breach of the *model standing offer*.

9.2. Australian Consumer Law Guarantees

- (a) The *Australian Consumer Law* requires us to automatically provide certain guarantees in relation to goods and services which cannot be excluded by contract. If services supplied under the *model standing offer* are supplied to the *retail customer* as a 'consumer' within the meaning of that term in the *Australian Consumer Law* or relevant jurisdictional legislation, the *retail customer* will have the benefit of certain non-excludable rights and remedies in respect of the services (**consumer guarantees**), including guarantees that services are provided with due care and skill, and that goods are of acceptable quality.
- (b) Nothing in this *model standing offer* excludes, restricts or modifies the operation of the *consumer guarantees* where to do so would contravene the *Australian Consumer Law* or cause any part of this clause to be void.
- (c) However, if the services are services not ordinarily acquired for personal, domestic or household use or consumption, and the price of the services is \$AUD40,000 or less, we limit our liability for breach of any *consumer guarantee* to (at our option) supplying the services again, or the cost of having the services supplied again.
- (d) Except for the *consumer guarantees* and any requirements under the *National Energy Retail Law* and *National Energy Retail Rules*, the *National Electricity Law* and *National Electricity Rules* and the warranties and conditions set out in this contract, we exclude all warranties, terms and conditions implied by statute, at law, in fact or otherwise.

- (e) However, where a failure to comply with a *consumer guarantee* can be remedied, and is not a major failure (as defined under the *Australian Consumer Law*), we may comply with a requirement to remedy that failure as set out in paragraph (c).

10. PRIVACY

- (a) We will comply with all relevant privacy legislation in relation to the *retail customer's* personal information. A summary of our privacy policy is on our website. If the *retail customer* has any questions, they can contact our privacy officer.
- (b) The *retail customer* consents to us using information about them, their supply address, their electricity usage and generation and any related or similar information:
 - (i) for internal purposes and reporting to our shareholders, parent company or their shareholders;
 - (ii) to comply with our obligations under this contract;
 - (iii) to make available to a third party, including the *retail customer's* retailer, for any of the purposes indicated below:
 - (a) if the *retail customer* is not readily identifiable, to help us identify them;
 - (b) to help assist recovery against the *retail customer* if they breach this contract;
 - (c) if required or permitted by law;
 - (d) for market research and analysis.

If the *retail customer* does not wish their details to be used for market research purposes, they may contact us on 13 14 93.

- (c) We may use any personal information we hold about the *retail customer*, including their contact details, to assess their ongoing creditworthiness or the status of any account they have with us.

11. COMPLAINTS AND DISPUTE RESOLUTION

11.1. Complaints

- (a) If the *retail customer* has a complaint, they may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures. Our standard complaints and dispute resolution procedures are published on our website. If the *retail customer is a small customer*, we must provide the *retail customer with a copy* of our standard complaints and dispute resolution procedures if the *retail customer* requests us to do so.

- (b) If the *retail customer is a small customer* and they wish to contact us in connection with a query, complaint or dispute, our contact details are:

Phone: 6248 3519

Fax: 6248 3865

Email: resolutions@actewagl.com.au

Post: Customer Liaison

GPO Box 366

Canberra City ACT 2601

- (c) If the *retail customer* makes a complaint, we must respond to their complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform the *retail customer*:
 - (i) of the outcome of their complaint and the reasons for our decision; and
 - (ii) that, if the *retail customer* is not satisfied with our response and they are a *small customer*, they have a right to refer the complaint to the ACT Civil and Administrative Tribunal.

11.2. Dispute resolution

- (a) If the *retail customer* has a dispute with us we will try to resolve it with the *retail customer*.
- (b) If we cannot resolve that dispute informally with the *retail customer*, then the *retail customer* may ask us to formally review the issue which has caused the dispute.
- (c) The *retail customer* must do so in writing, stating fully the basis of their complaint against us, no later than 28 days after the

dispute has arisen. We will then formally review the *retail customer's* complaint and advise them of our decision in relation to them within 28 days of the *retail customer* giving notice to us under this clause.

- (d) If the *retail customer* is a small customer and:
 - (i) we have advised the *retail customer* of our decision; and
 - (ii) they are still dissatisfied,they may be entitled to refer their complaint to the ACT Civil and Administrative Tribunal (**ACAT**) or take other action.
- (e) The *retail customer* must continue to perform their obligations under this *model standing offer* despite any ongoing dispute.
- (f) Nothing in this clause 11.2 prevents a party exercising its rights under this *model standing offer* or applying to a court for urgent relief.

12. NOTICES

- (a) Notices and bills (where relevant) under this *model standing offer* must be sent in writing, unless this *model standing offer* or the *regulatory requirements* say otherwise.
- (b) A notice or bill sent under this *model standing offer* is taken to have been received by the *retail customer* or by us (as relevant):
 - (i) on the date it is handed to the party, left at the party's *premises* (in the *retail customer's* case) or one of our offices (which excludes depots) (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date two business days after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

13. FORCE MAJEURE

13.1. Effect of force majeure event

If, either the *retail customer* or we cannot meet an obligation under this contract because of an event outside the control of the party (**force majeure event**):

- (a) the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

13.2. Deemed prompt notice

If the effects of a *force majeure event* are widespread we will be taken to have given the *retail customer* prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

13.3. Obligation to overcome or minimise effect of force majeure event

A party that claims a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

13.4. Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a *force majeure event* in any manner other than the manner preferred by that party.

14. MISCELLANEOUS

14.1. No representations or warranties

The *retail customer* acknowledges that in entering into this *connection contract* the *retail customer* has not relied on any separate promises from us that have not been included in the *connection offer*.

14.2. Entire agreement

This *connection offer* constitutes the entire agreement between the *retail customer* and us about its subject matter.

14.3. Assignment

- (a) The *retail customer* may not assign its rights or obligations under the *connection contract* without our consent.
- (b) Some obligations placed on us under this *connection offer* may be carried out by another person. If this *connection offer* imposes an obligation on us to do something, then:
 - (i) we are taken to have complied with the obligation if another person does it on our behalf; and
 - (ii) if an obligation is not complied with, we are still liable to the *retail customer* for the failure to comply.

14.4. How may the connection contract be varied or a right under it waived?

- (a) We may by notice to the *retail customer* vary the *connection contract*:
 - (i) to reflect changes in the *regulatory requirements*, or to remedy an inconsistency between the contract and the *regulatory requirements*; or
 - (ii) where we consider that the variation is likely to benefit the *retail customer*, or have a neutral or minor detrimental impact on the *retail customer*.
- (b) Otherwise the *connection contract* may be varied only in writing signed by both parties.
- (c) A right under the *connection offer* may be waived only in writing by the person giving the waiver. The failure of a party to require performance of any provision of this *connection offer* does not affect their right to enforce the provision at a later time.
- (d) If the *retail customer* seeks an amendment to the *connection contract*, then notwithstanding whether or not the proposed amendment is agreed to by us, the *retail customer* will pay our legal, administrative and other

costs associated with any consideration or negotiation of the matter.

14.5. Governing law

This contract is governed by the laws of the Australian Capital Territory.

14.6. Inconsistency with regulatory requirements

To the extent permitted by law, in the event of an inconsistency between the *regulatory requirements* and the terms and conditions of this *connection offer*, this *connection offer* will prevail to the extent of the inconsistency.

15. INTERPRETATION

In this contract:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an agreement, code or another instrument includes any consolidation, amendment, variation or replacement of them;
- (c) if an event must occur on a stipulated day which is not a *business day*, then the stipulated day will be taken to be the next *business day*;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (e) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (f) "including", "includes", "such as" and "in particular" do not limit the generality of the words which precede them or to which they refer;
- (g) italicised terms used in this contract have the meaning given to them in the Definitions in clause 16; and
- (h) headings are included for convenience and do not affect the interpretation of this contract.

16. DEFINITIONS

account period means the period for which an account is issued to the customer under the *retail customer's* contract with its *retailer*.

accredited metering provider has the meaning in clause 8.3(b).

ActewAGL Guidelines means either or both of:

- (a) the ActewAGL Guidelines for the connection of small generators in parallel with the ActewAGL distribution network; and/or;
- (b) the ActewAGL Guidelines for photovoltaic installations up to 200kW connected via inverters to the ActewAGL network,

as applicable to the *micro-embedded generating unit*, and as amended or revised by ActewAGL from time to time.

additional metering costs means metering costs associated with the electricity generated by the *micro-embedded generating unit* that are in addition to metering costs for which we are responsible under the *Rules*.

AEMO means the Australian Energy Market Operator ACN 072 010 327 which is the manager of the National Electricity Market.

AER means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* of the Commonwealth.

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

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

basic connection service has the meaning in clause 2.

business day means a day other than a Saturday, a Sunday or a public holiday.

compliant has the meaning given by section 5E of the *Electricity Feed-In (Renewable Energy Premium) Act 2008* (ACT).

connection has the meaning in clause 2(a).

connection alteration has the meaning in clause 2(b)(i).

connection charge means a charge imposed by us for a *connection service* in accordance with our *connection policy*.

connection policy means our connection charge policy as approved by the AER, and published at actewagl.com.au

connection contract means the contract formed from acceptance of a *connection offer*.

connection offer means an offer to enter into a *connection contract* with the *retail customer*.

connection service means either or both of the following:

- (a) a service relating to a *new connection* for *premises*;
- (b) a service relating to a *connection alteration* for *premises*.

consumer guarantees has the meaning in clause 9.2(a) of this contract.

contestable contractor means a person accredited by us or another accrediting agency under the Contestable Work Accreditation Code or licensed under the *Electricity Safety Act 1971* (ACT).

distribution network means the apparatus, equipment, plant and buildings used to convey, and control the conveyance of, electricity to customers (whether wholesale or retail) (excluding any connection assets) operating at nominal voltages below 220kV other than any apparatus, equipment, plant and buildings which are operating at nominal voltages between 66kV and 220kV in parallel to, and providing support, to apparatus, equipment, plant and buildings operating above 220kV.

expedited connection has the meaning in clause 3.2.

force majeure event has the meaning given to that term in clause 13.1 of this contract.

GST has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

large customer means a business customer who consumes energy at business premises at or above 100MWh per annum or such other upper consumption threshold as defined under the *National Energy Retail Law*.

licensed or accredited person means a person who holds an appropriate electrical licence and is accredited to install, design or maintain the embedded generation unit, including in accordance with the requirements of:

- (a) AS4777;
- (b) the *Service and Installation Rules*; and
- (c) any regulatory bodies associated with the work being undertaken (for example, holding a builder's licence or plumbing licence where applicable).

meter means a device complying with Australian Standards which measures and records the production or consumption of electrical energy.

metering data provider has the same meaning as that given to Metering Provider in the *National Electricity Rules*.

metrology procedure means the procedure developed and published by the AEMO in accordance with Rule 7.14 of the *National Electricity Rules*.

micro-embedded generating unit means a generating unit connected within the *distribution network* where the *connection* is of a kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

micro-embedded generator means a *retail customer* who operates, or proposes to operate, a *micro-embedded generating unit*.

model standing offer means this document setting out the terms and conditions on which a distributor proposes to provide *basic connection services to retail customers* who are *micro-embedded generators*.

National Electricity Rules means the rules made under the *National Electricity Law* set out in the Schedule to the *National Electricity (South Australia) Act 1996* of South Australia.

National Energy Retail Law means the law of that name that is applied in the Australian Capital Territory by the *National Energy Retail Law (ACT) Act 2012*.

National Energy Retail Rules means the rules made by the AEMC under the *National Energy Retail Law*, as amended from time to time.

negotiated connection contract means a *connection contract* negotiated between a *retail customer* and us where the *connection service* sought by the customer:

- (a) is neither a *basic connection service* nor a *standard connection service*; or
- (b) is a *basic connection service* or a *standard connection service* but the customer elects to negotiate the terms and conditions on which the *connection service* is to be provided.

new connection has the meaning in clause 2(b)(ii).

non-compliance notice has the meaning in clause 5.2(a).

premises means the site details set out in Attachment 1.

regulatory requirements means any Commonwealth, State or local government legislation including Acts of Parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

retail customer means a person to whom electricity is sold by a *retailer* and supplied in respect of connection points, for the *premises* of the person.

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*.

safety notices has the meaning in clause 8.4(a).

Service and Installation Rules means the rules published from time to time by us for electricity service and installation.

small customer means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below 100MWh per annum or such other upper consumption threshold as defined under the *National Energy Retail Law*.

supply service means a service (other than a *connection service*) relating to the supply of electricity.

ATTACHMENT 1 – DETAILS OF THE CONNECTION SERVICE

Connection services related to a new connection or an alteration to an existing connection where minimal or no augmentation to our *distribution network* is required, and:

1. there is embedded generation;
2. the new or altered connection will have a maximum demand of not more than 100 amps per phase; and
3. the work required falls within the scope of Service Codes 523-570 (excluding codes 561 and 564-567) set out in Attachment A (Table A2) of our *connection policy*.

ATTACHMENT 2 – TIMEFRAMES FOR COMMENCING AND COMPLETING CONNECTING WORK

| Timeframes for basic connection work | | |
|--------------------------------------|---|--|
| Number of connections | Work commencement and completion time | Additional completion time |
| 1-4 | Within 20 business days of you notifying us of your acceptance of our connection offer. | 5 business days if third party contractors are required. |
| 5-20 | Within 30 business days of you notifying us of your acceptance of our connection offer. | |
| 21+ | Within 45 business days of you notifying us of your acceptance of our connection offer. | |

1. Multiple connection applications for the same address (i.e. within the same block of units or townhouses) submitted by the same contractor will be aggregated for the purpose of calculating the total number of connections being applied for.
2. If at the time we receive and accept your connection application you tell us that you require the connection work to be commenced and completed in a timeframe that is later than the relevant commencement and completion framework in this table we will use our best endeavours to commence and complete the connection work in accordance with that later timeframe, but subject to the terms of the connection offer.
3. If we attend your site and you are not ready for us to commence the connection work we may charge you our costs of attendance which you must pay before we will re-schedule the connection work. Upon receiving payment of our costs of attendance we will re-schedule the connection work in accordance with the relevant work commencement and completion timeframe in this table as if the day we receive payment was the day that you notified us of acceptance of our offer.

ATTACHMENT 3 – SCHEDULE OF CONNECTION CHARGES

The connection charges as shown in the ActewAGL Distribution schedule of charges will apply to this connection service insofar as they relate to the services the applicant has requested. These charges are in accordance with our connection policy which can be found with our schedule of connection charges at published at actewagl.com.au

actewagl.com.au

Customer enquiries

02 6293 5749 – basic network applications or technical enquiries
7.30am – 5.00pm Monday to Friday

Emergencies and faults

13 10 93 – electricity
13 19 09 – natural gas
24 hours

Postal address

ActewAGL
GPO Box 366
Canberra ACT 2601

Language assistance

如果您需要幫助，請打電話給下面的號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم أدناه.

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

Se vi serve un interprete, telefonate al seguente numero.

Αν χρειάζεστε διαμετνήα, τηλεφωνείτε στον αριθμό παρακάτω.

13 14 50
24 hours