



Model Standing Offer to Provide Basic Connection Services – Micro EG Connections



SCOPE

This is the model standing offer we use when you have applied to install a *micro EG unit* at your *premises* (such as roof mounted solar panels) and no or minimal change will need to be made to the *distribution network* before this *connection* can be made and *electrified*.

WARNING

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

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

Document and Amendment History

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3	10 December 2015	Chief Engineer	2015 AER Approved MSO
4	1 December 2016	Manager - Network Risk and Planning	Updates to reflect Ausgrid lease transaction
5	14 December 2016	Manager/ Network Risk and Planning	Minor typographical corrections
6	14 May 2018	Head of Asset Investment	AER approved update incorporating Power of Choice legislation.
7	26 April 2021	Head of Asset Investment	Updated for DER register rule changes and other updates

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THIS CONTRACT IS:
BETWEEN

AUSGRID OPERATOR PARTNERSHIP (ABN 78 508 211 731), trading as **AUSGRID**, of 24-28 Campbell Street, Sydney

AND

THE CONNECTION CUSTOMER stated in the *connection application*.

Background

- A. The *connection applicant* has applied for a *new connection* or *connection alteration* between the *distribution network* and the *premises*.
- B. *Ausgrid* has determined that its **Model Standing Offer to Provide Basic Connection Services – Micro EG Connections** is applicable to the requested *connection* on the basis of the information provided by the *connection applicant* in their *connection application* and it has made a *connection offer* to enter into this contract in accordance with that model standing offer.
- C. The *connection applicant* has accepted the *connection offer* as, or on behalf of, the *connection customer* at the *premises*, either by indicating in the *connection application* that the **Model Standing Offer to Provide Basic Connection Services – Micro EG Connections** is acceptable, or by completing an acceptance of the *connection offer*.

Operative provisions

1 Ausgrid’s Connection Offer and Connection Contract

1.1 Defined terms

The words in italics are defined in the Dictionary at clause 18.2.

1.2 What constitutes the connection contract?

The *connection contract* is for the *premises* referred to in the *connection application*. It consists of:

- (a) clauses 1 to 18 inclusive of this document;
- (b) all appendices to this document;
- (c) the *connection application*;
- (d) the *connection confirmation*; and
- (e) where *Ausgrid* has given notice that further technical review is required prior to *electrification*, any additional requirements notified by *Ausgrid* to the *connection customer* in writing following that technical review.

1.3 Is this the only connection contract?

This is the only *connection contract* that will be formed where:

- (a) the *premises* are already connected to the *distribution system*;
- (b) no change will be made to the current *capacity* of the existing *connection* to *import* electricity; and
- (c) minimal or no alteration to the existing *distribution system* will be required for the purpose of the *micro EG connection*.

For the purpose of this clause 1.3, an alteration to existing *service mains* made to ensure that electricity can be safely *exported* from the *premises* to the *distribution network* will constitute “minimal

or no alteration to the existing *distribution system*", but will not include the *relocation or upgrade* of any existing *distribution network* asset.

1.4 Will there be another connection contract?

When a *micro EG connection* has been applied for and:

- (a) the *connection applicant* or another person has also lodged a *connection application* for a *new connection* of the *premises*;
- (b) *Ausgrid* has made a separate connection offer in relation to that *new connection*; and
- (c) *Ausgrid's* offer has been accepted,

a separate *connection contract* is formed in relation to that *new connection*. That contract and this contract will be concurrent but will operate separately.

Where:

- (d) the *connection applicant* or another person has lodged a *connection application* for a *connection alteration* in respect of the *premises*;
- (e) the *connection alteration* is to increase the current *capacity* of the existing *connection* to *import* electricity;
- (f) *Ausgrid* has made a separate connection offer of standard *connection services* in relation to that *connection alteration*; and
- (g) *Ausgrid's* offer has been accepted,

a separate *connection contract* is formed in relation to that *connection alteration*. That contract and this contract will be concurrent but will operate separately.

1.5 Asset relocations require separate consent and a separate contract

This contract does not relate to the *relocation* of existing *distribution network* assets. See clause 2.7.

1.6 Commencement date and term

- (a) This contract commences on the date you accepted this *connection offer*.
- (b) This contract expires on the later of:
 - (1) the date that is twelve months after it commences; or
 - (2) if applicable, the proposed date of *electrification* set out in your *connection confirmation*,

if the *micro EG connection* applied for has not been *electrified* and *Ausgrid* has not otherwise agreed in writing to extend the date of expiry.

1.7 The connection applicant and the connection customer

This contract is between *Ausgrid* and the *connection customer* (also referred to in this contract as "you" where convenient).

If you, the *connection customer*, have authorised another person to make the *connection application* and accept the *connection offer* on your behalf, that person (referred to in this contract as the *connection applicant*) has made the *connection application* and accepted the *connection offer* as your agent.

1.8 Ausgrid's Deemed Standard Connection Contract

On the same date as this contract commences, another contract, known as *Ausgrid's Deemed Standard Connection Contract*, is also formed in relation to the *micro EG unit* as well as the *electrical installation* of which it is a part. It is a standard form contract containing the model terms and conditions for *connection contracts* set out in Schedule 2 of the National Energy Retail Rules.

The Deemed Standard Connection Contract establishes the terms on which *Ausgrid* will provide ongoing services to the *retail customer* at the *premises* once the *connection* is established. It applies when the *micro EG unit* is *connected* to the *distribution system* and relates to *connection services* in respect of the *micro EG unit* and the *premises*.

Some of the terms and conditions of this contract are continuing obligations which means that the *retail customer* for the *premises* must comply with these terms and conditions after the *connection* has been *electrified*. The obligation to comply with these terms and conditions is contained in clause 3.3 of *Ausgrid's Deemed Standard Connection Contract* and are additional terms of that contract. *Ausgrid's Deemed Standard Connection Contract* is available on *Ausgrid's website*.

2 The Connection

2.1 Description of connection

- (a) This contract governs the *connection services* involved in establishing or altering the *micro EG connection* for the *micro EG unit* to the *distribution system*.
- (b) The *connection* will be established or modified in the manner described in the *connection details*.
- (c) The *connection customer* is responsible for ensuring that the *connection details* are accurate in all respects and the minimum requirements for the *connection* described below are met.
- (d) The minimum requirements for the *connection* are:
 - (1) the generating unit the subject of the *connection* must be a *micro EG unit*;
 - (2) the combined maximum *export capacity* of all *embedded generating units* at the *connection point* must not exceed the maximum *export capacity* of the *connection*; and
 - (3) minimal or no alteration to the existing *distribution system* will be required for the purpose of the *micro EG connection* (in accordance with clause 1.3), before the *connection* can be made and *electrified*.
- (e) If prior to the date of *micro EG connection* there is any change to the *connection* proposed in the *connection application* and as varied in the *connection contract* (if applicable) *Ausgrid* may advise you that it is no longer able to establish or modify the *connection* in accordance with this contract, in which case the *connection customer* is no longer eligible to receive the *connection services* under this contract and the *connection customer* will need to lodge a new *connection application* if it wishes to proceed with the *connection*.
- (f) If *Ausgrid*, acting reasonably, determines that:
 - (1) the *connection details* are not accurate in any respect;
 - (2) the minimum requirements for the *connection* as described in this clause are not met; or
 - (3) there has been an unauthorised change to the *connection* proposed in the *connection application* as varied in the *connection offer* (if applicable),

then the *connection customer* is no longer eligible to receive the *connection services* under this contract.

2.2 Maximum capacity of connection

- (a) The maximum *export capacity* of the *connection* is as specified in the *connection details*. The maximum *export capacity* is determined by the total summated nameplate inverter rating as supplied to *Ausgrid* for all *embedded generating units* proposed or existing at the *premises*.
- (b) The maximum *import capacity* of the *connection* is not governed by the terms and conditions of this contract. It will either be:
 - (1) specified in a separate offer if you have also applied for a *new connection* or a *connection alteration* in conjunction with the offer relating to this contract; or
 - (2) if you already have a *connection* to our *distribution system*, as specified in the *connection contract* or such similar arrangement governing your *connection* at the time your *connection* was established.

2.3 Cost of the premises connection assets

The *energy laws* require the *connection customer* to fund the *premises connection assets* that need to be installed or altered before the *new connection* or altered existing *connection* can be made. However, after *connection*, the *Network Owner* owns the *premises connection assets* which will be leased to the *Network Lessee* and are sub-leased to and maintained by *Ausgrid* under a sub-lease arrangement

Unless specifically notified by *Ausgrid* prior to *electrification* of the *connection*, *Ausgrid* does not supply the *connection applicant* or *connection customer* with any *premises connection assets*, and these assets will need to be obtained by the *connection applicant* or *customer* from an *electrical professional*. The cost of any minor variations from the standard specifications will also be the cost charged by that *electrical professional*.

Details of the current *connection charges* are available on *Ausgrid's website*.

2.4 The connection application contains the connection details

The *connection details* specified in the *connection application* are the *connection details* for this contract except where modified by *Ausgrid* and noted in writing by *Ausgrid* in the *connection offer* or *connection confirmation*.

The *connection customer* must establish and maintain the *micro EG connection* in accordance with the *connection details*, as failing to comply with this requirement may put the operation and security of the *distribution system* at risk.

If a connection has been established and/or maintained otherwise than in accordance with the *connection details*, or if this clause is breached or *Ausgrid*, acting reasonably, considers that it may be breached, *Ausgrid* may:

- (a) *disconnect* the *premises* in accordance with the *energy laws*; and/or
- (b) terminate the contract in accordance with clause 16.2.

Unless *Ausgrid* has amended the *connection details*, the *connection applicant* warrants that at the time of acceptance of the *connection offer*, the *connection details* set out in the *connection application* are accurate.

2.5 Connection point

The *connection point* is the point identified in the *connection application* unless *Ausgrid* stipulates a different *connection point* in the *connection confirmation*.

2.6 Point of common coupling

The *point of common coupling* is the point identified in the *connection application* unless *Ausgrid* stipulates a different *point of common coupling* in the *connection confirmation*.

2.7 Relocation of existing network assets

This contract does not relate to *relocation works*.

Details of any proposed *relocation* of existing assets included in the *connection application* are not *connection details*. If such works are proposed, they must not be commenced without *Ausgrid's* express written permission.

Where the *connection works* require the *relocation* of *distribution network assets*, a separate contract will apply in relation to the *relocation works*. Obtaining *Ausgrid's* consent to the *relocation* in accordance with that other contract is a precondition to the commencement of *connection works* under this contract.

If *Ausgrid* consents to *relocation works* proposed in the *connection application*, the *connection applicant* must ensure that the *ASP/2* or licensed electrical contractor performing *connection services* at the *premises* will co-operate with the person performing the *relocation works* to co-ordinate the works required for the *micro EG connection* and *relocation works*.

2.8 Connection offer is made on the basis of information received

- (a) *Ausgrid* has made this *connection offer* on the basis of the information supplied by or on behalf of the *connection customer* as set out in the *connection application*.
- (b) It is the responsibility of the *connection customer* and the *connection applicant* to ensure that this information is correct, including information indicating that the proposed *connection* is capable of being made in accordance with *Ausgrid* policies, standards and requirements.

2.9 DER Register

- (a) You must ensure that the *electrical professional* engaged to install the *micro EG unit* is an *DER Register* account-holder.
- (b) You must ensure that the *electrical professional* engaged to install the *micro EG unit* submits the *DER generation information* of your *micro EG unit* to the *DER Register* (with a copy of that information delivered to *Ausgrid*) as soon as practicable after the *micro EG unit* is commissioned.
- (c) If any alteration or upgrade is made to the *micro EG unit*, you must ensure that the *electrical professional* engaged to install the *micro EG unit* submits any revised *DER generation information* of your *micro EG unit* to the *DER Register* (with a copy of that information delivered to *Ausgrid*) as soon as practicable after such alteration or upgrade being made.
- (d) If you become aware that the *electrical professional* engaged to install the *micro EG unit* will not update, or has not updated, the *DER Register* as required under clause 2.9(b) or 2.9(c), you must provide the *DER generation information* to *Ausgrid* as soon as practicable after the relevant installation or work is completed.

3 Ausgrid's connection services

- (a) The *connection services* provided by *Ausgrid* in accordance with this contract do not include the physical work required to connect *micro EG units* to the *electrical installation* at the *premises* or to connect the *electrical installation* to the *distribution system*. Those works are delivered by private contractors who are engaged and paid by the *connection customer*.
- (b) The *connection services* in relation to this contract may include the following:
 - (1) *ancillary services* relating to the assessment and administrative tasks associated with processing the *connection application* including recording the details of the *connection* in *Ausgrid's* databases and issuing a job number;
 - (2) conducting any inspection as permitted by *energy laws* including carrying out a site inspection (if necessary);
 - (3) analysing the effect of the proposed *connection* on the *distribution network*;
 - (4) approving the design of the *connection* and the protection and control scheme for the *embedded generating units* and associated relay settings (see clause 10.6);
 - (5) validating the protection equipment;
 - (6) *ancillary services* relating to inspecting the *connection* between the *embedded generating units* and the *electrical installation* at the *premises* and other inspections permitted by the *energy laws*;
 - (7) *ancillary services* relating to re-inspecting the *connection* between the *embedded generating units* and the *electrical installation* at the *premises*;
 - (8) modifying the details of the *connection* in *Ausgrid's* databases and the *DER Register*;
 - (9) receiving and processing the Certificate of Compliance for Electrical Work (in relation to the *electrical installation*) and Notification of Service Work (in relation to the installation or alteration of *service mains*); and
 - (10) receiving and processing other formwork from your *electrical professional* as required under the *energy laws*.
- (c) *Ausgrid* must carry out these services in accordance with the timeframes specified in clause 5.

- (d) If requested, *Ausgrid* will provide information about the *connection* to the *connection customer* or any existing or incoming *retail customer* at the *premises*.

4 Contestable connection services

The *contestable connection services* required to *connect* the *embedded generating units* are (if required) the installation or alteration of the *premises connection assets*. For *micro EG connections*, the necessary *premises connection assets* are a *meter*, *service mains* and a *connection link*.

In New South Wales, the installation or alteration of *premises connection assets* is a *contestable connection service* that must be performed by an *ASP/2* who holds current *Ausgrid* authorisation or by a metering service provider in the case of metering works.

5 Time frames for Ausgrid's connection services

5.1 Connection services

- (a) Subject to paragraphs (b) and (c), *Ausgrid* will perform the *connection services* referred to in clauses 3(b)(1) – (7) prior to *electrification*.
- (b) *Ausgrid* will not issue Permission to Connect (PTC) until the *connection applicant* fulfils its obligations under clause 10.6.
- (c) *Ausgrid* will carry out a re-inspection of the *connection* in the case of defective work (as referred to in clause 3(b)(7)) following *electrification* if, in *Ausgrid's* opinion, the defects are only *minor defects*.
- (d) *Ausgrid* will complete its review of the protection and control scheme for the *micro EG unit* and associated relay setting within *10 business days* of the scheme being submitted to *Ausgrid* for approval. At completion of this review, *Ausgrid* will either:
 - (1) approve the scheme, and notify the *connection customer* if further validation is required;
 - (2) request further information from the *connection customer*, in which case *Ausgrid* will complete a further review in accordance with this clause within *10 business days* of receipt of the requested information; or
 - (3) notify the *connection customer* that an extended review is required, in which case *Ausgrid* will notify the *connection customer* of the anticipated timeframe for completion of this extended review.
- (e) if *Ausgrid* determines that validation of the protection and control scheme for the *micro EG unit* and associated relay setting is required, *Ausgrid* will undertake validation of protection and control equipment within *15 business days* of a request for validation being made, and subject to a validation plan being provided no later than *5 business days* before the day of the validation.
- (f) The timing of *Ausgrid's connection services* referred to in clauses 3(b)(9) - (10) is determined by the timing of the work performed by your relevant *electrical professional*; and
- (g) *Ausgrid* will perform the *connection services* referred to in clauses 3(b)(8) - (10) as soon as practicable after the relevant works are completed.

5.2 Timing of electrification

- (a) A *connection* under this contract is *electrified* by an *electrical professional*. To avoid doubt, *new connections* and standard *connection alterations* are *connected* in accordance with a separate *connection contract* and works under these contracts must be completed before the *micro EG connection* is *electrified*.
- (b) *Electrification* occurs after all of the applicable requirements under this contract have been satisfied, including to the extent required:
 - (1) the *electrical professional* has installed the *embedded generating units*;
 - (2) the *ASP/2* has completed any necessary *contestable connection services*;

- (3) where necessary, your *retailer* or the *metering coordinator* you have directly appointed, has arranged for the installation of a *metering installation* in accordance with the *energy laws*; and
 - (4) inspections of the *embedded generating unit* have been carried out by *Ausgrid* to ensure compliance with relevant *energy laws*.
 - (5) any works, being works that are not being performed under this contract, that are necessary for the *connection* of the *micro EG unit* have been completed.
- (c) The *connection customer* must ensure that any defect found in the *premises connection assets* or other electrical equipment must be rectified and re-inspected. *Major defects* may require the defective portion of the *premises* to be *disconnected* but *minor defects* generally do not.
 - (d) The *connection customer* must ensure that *Ausgrid* is notified when the rectification work has been completed and is ready for reinspection.
 - (e) *Ausgrid* will use reasonable endeavours to schedule a re- inspection as soon as possible and at a mutually convenient time. Your appropriate *electrical professional* will need to be present for reinspection associated with the *embedded generating units*.

6 Ausgrid's connection fees and charges

6.1 Ausgrid's connection charges

Ausgrid's charges for *basic connection services* (known as *connection charges*) comprise of fees for *alternative control services* and a *site inspection fee*. The *connection charges* do not include network charges for ongoing *connection services*.

You agree that *Ausgrid* may charge you for these *basic connection services*, and the charges for these *basic connection services* will be consistent with *Ausgrid's connection policy*.

Details of the current *connection charges* (other than *network charges*) and *Ausgrid's connection policy* are available on *Ausgrid's website*.

6.2 Billing arrangements

Connection charges for *Ausgrid's basic connection services* are billed as follows:

- (a) charges for *alternative control services* are billed to you or if applicable, an *electrical professional* acting on your behalf unless the charge is referred to in paragraph (c);
- (b) the *site inspection fee* is billed directly to you; and
- (c) charges for the *ancillary network service* relating to site establishment will be billed to your *retailer*.

The *connection charges* referred to in paragraphs (a) and (b) which are being billed to you or the *electrical professional* on your behalf is a direct billing arrangement. Where a *retailer* made the *connection application* on your behalf, we have reached agreement with your *retailer* for *Ausgrid* to bill you directly for those *connection charges* that are part of a direct billing arrangement.

These *connection charges* other than those billed to your *retailer* are payable by you including in circumstances where we have billed your *electrical professional* on your behalf and your *electrical professional* fails to pay those charges.

If *Ausgrid* invoices you for fees and charges in relation to the *basic connection services*, you are obliged to pay in accordance with the payment terms set out in the invoice. *Ausgrid's* payment terms are twelve (12) business days from date of invoice.

Details of the current *connection charges* are available on *Ausgrid's website*.

6.3 Site inspection fee

If *Ausgrid* reasonably needs to make a site inspection to determine the nature of the *connection service* you are seeking, it is entitled to charge a *site inspection fee* to cover its reasonable expenses. *Ausgrid's* current *site inspection fees* are available on *Ausgrid's website* and is payable whether or not the *connection* is made and it is recoverable as a debt.

7 Owners' consent required for installation of micro EG units

7.1 Owners' consent required

Ausgrid has provided this *connection offer* and entered into this contract on the basis that where the *connection customer* is required to obtain the consent of the owner or owners (as the case may be) of the *premises* for the installation of the *micro EG unit* and the *connection* of the unit to the *distribution network*, the *connection customer* has obtained that consent.

The *connection customer* acknowledges that if it requires the owners' consent but has not obtained that consent, the owner or owners may require the *connection customer* to remove and/or disconnect the *micro EG unit*. The removal of the unit and any related equipment will be at the *connection customer's* cost.

7.2 Ausgrid may request evidence of owners' consent

Ausgrid may request the *connection customer* to provide *Ausgrid* with written evidence of the owner or owners' consent within a specified period of time which must be no less than 10 *business days*. If *Ausgrid* makes such a request, the *connection customer* must provide that written evidence to *Ausgrid* within the specified time.

7.3 Ausgrid may terminate if owners' consent is not obtained

If the *connection customer* cannot verify to *Ausgrid's* reasonable satisfaction that the owner or owners' consent to the installation of the *micro EG unit* has been obtained, despite clause 16.2, *Ausgrid* may with 10 *business days'* notice terminate this contract.

8 The premises connection assets

8.1 Responsibility for installing premises connection assets

The *connection customer* is responsible for engaging an *ASP/2* holding current *Ausgrid* authorisation to construct and install the *premises connection assets*.

8.2 Cross-property service mains

This clause 8.2 is a pre-condition to *electrification* of the *premises connection assets*.

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

In that case, *Ausgrid* will agree to the *connection* only on condition that *the Network Owner* acquires secure tenure for the *service mains* that will be erected on *other land*.

The *connection customer* must arrange and if necessary fund the acquisition of a registered easement on the *other land* in favour of *the Network Owner* and in accordance with *Ausgrid's* reasonable requirements.

You must ensure that the *connection* is not made unless *Ausgrid* has given explicit consent in writing to the location of the *service mains* and either:

- (a) the registered proprietor of the *other land* has registered at the *Titles Office* an easement *instrument* in favour of *the Network Owner* in a form approved by *Ausgrid* (provided that, where the *instrument* must be executed by the *Network Owner*, *Ausgrid* will obtain the executed *instrument* from the *Network Owner*); or
- (b) the registered proprietor of the *other land* has signed and delivered to *Ausgrid* a deed of agreement to grant an easement for the *service mains* in favour of *the Network Owner*, in accordance with *Ausgrid's* standard form of agreement available on *Ausgrid's website*.

If clause (b) applies, you must, as soon as is reasonably practicable after the *service mains* are installed on the *other land*, obtain from the owner of the *other land* an *instrument* in registrable form for the easement promised in the deed and deliver it to *Ausgrid*, together with a survey of the

easement prepared by a registered surveyor and suitable for lodgement at the *Titles Office* together with the *instrument* (provided that, where the *instrument* must be executed by the *Network Owner*, Ausgrid will obtain the executed *instrument* from the *Network Owner*). If the requirements of this clause have not been satisfied when *electrification* occurs, *the Network Owner* will not accept ownership of the *service mains*.

You acknowledge and agree that if the requirements of this clause have not been satisfied when the *connection* is *electrified*, Ausgrid may:

- (c) terminate this contract; and / or
- (d) *disconnect* the *premises*.

You also acknowledge that if either clause (a) or (b) has not been satisfied, the owner of the *other land* may require you to remove the *service mains*.

8.3 Consumers mains on other land

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

In that case, Ausgrid will not permit the *connection* unless the following instruments have been registered by the *Titles Office* in the form required by Ausgrid:

- (a) an easement over the *other land* in favour of the *premises*; and
- (b) if the *consumer's mains* are shared *consumer's mains*, a positive covenant made under the provisions of section 88B of the Conveyancing Act 1919 (NSW) over the *other land* in favour of that easement.

This clause 8.3 is a pre-condition to *electrification* of the *micro EG unit*.

If the requirements of this clause have not been satisfied when *electrification* occurs, *the Network Owner* will not accept ownership of the *premises connection assets* at the *connection point*.

You acknowledge and agree that if the *micro EG unit* is *electrified* before the requirements of this clause have been satisfied, Ausgrid may:

- (c) terminate the contract; and / or
- (d) *disconnect* the *premises*.

You also acknowledge that if paragraphs (a) and (if applicable) (b) have not been satisfied, the owner of the *other land* may require you to remove the *consumer's mains*.

8.4 Acquisition of premises connection assets on connection

Subject to clause 8.2 or 8.3 (as applicable) ownership of the *premises connection assets* installed by your ASP/2 is transferred to *the Network Owner* when those assets are *electrified*.

You must do everything reasonably practicable to ensure that *the Network Owner* will acquire those assets without challenge to its rights of ownership and you will do all things reasonably open to you and necessary to ensure *the Network Owner's* ownership is not open to challenge.

In the event of any challenge to *the Network Owner's* ownership of the *premises connection assets*, you will, at no cost to Ausgrid, do everything Ausgrid reasonably requests to assist *the Network Owner* in asserting its title to the assets, including obtaining the assistance of your ASP/2.

9 Metering

The *connection customer* must ensure that metering arrangements, including the type, provision and installation of the *metering installation*, comply with the *Service and Installation Rules*, the *rules* and all other *energy laws*.

If CT Metering is required, *current transformers* and associated secondary wiring and equipment must be installed as part of your *electrical installation*.

10 Safety and technical requirements

10.1 The electrical installation at the premises

You must ensure that the *electrical wiring work* carried out on the *premises* is performed by a licensed electrical contractor and that the *micro EG unit* and the *electrical installation* comply with the technical and safety requirements stipulated in this clause 10.

10.2 Electrical Safety Rules

Work done on or near the *distribution system* must be done in accordance with *Ausgrid's* Electrical Safety Rules.

10.3 Compliance with rules and standards

You must ensure that your *electrical professional* ensures that the *micro EG unit*, the *electrical installation* and the *premises connection assets* comply with (as relevant):

- (a) the requirements of the *Service and Installation Rules*;
- (b) the *rules*, the market operations rules and any applicable metrology procedures made under the *rules* or the market operations rules;
- (c) any requirements or standards specified by *Ausgrid* from time to time to ensure compliance with the *rules*;
- (d) *Ausgrid's* Network Standards;
- (e) any reasonable requirement imposed by *Ausgrid* before or after the *micro EG unit* is *electrified* if *Ausgrid* becomes aware of any defect or other matter or thing that in its reasonable opinion may:
 - (i) cause the *micro EG unit* or the *electrical installation* to be unsafe;
 - (ii) cause the *micro EG unit* or the *electrical installation* or the *premises connection assets* not to comply with the conditions of this contract; or
 - (iii) cause damage to the *distribution system* or another customer's *electrical installation* or equipment;
- (f) relevant Australian Standards (including AS3000: Electrical Installations).

10.4 Fitness for safe operation

You must ensure that your *electrical professional* ensures that the *micro EG unit*, *electrical installation* and the *premises connection assets* are fit for purpose in the following ways:

- (a) safe operation in accordance with the Gas and Electricity (Consumer Safety) Act 2017 and the Gas and Electricity (Consumer Safety) Regulation 2018;
- (b) pose no fire risk to the environment that surrounds the *premises*;
- (c) comply with *customers'* responsibilities identified in *Ausgrid's* Customer Installation Safety Plan and Bush Fire Risk Management Plan, both of which are published in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW);
- (d) satisfy the requirement that all live parts remain properly insulated and protected against inadvertent contact with any person;
- (e) neither the *micro EG unit* nor any part of the *electrical installation* or *premises connection assets* can be used in a manner that exceeds the operating limits imposed by the design or the *Service and Installation Rules*; and
- (f) the *electrical installation* and the *premises connection assets* are installed and maintained in accordance with *good industry practice*.

10.5 Connection customer must accommodate and protect equipment

You must accommodate on the *premises*, and protect from harm, any *premises connection assets* which are required to be located on the *premises*.

10.6 Approval of design of protection & control scheme and relay settings prior to commencing installation of embedded generating unit(s)

This clause 10.6 is a pre-condition to *electrification* of the *micro EG unit*.

- (a) If following its assessment of the *connection application*, Ausgrid notifies you that an additional protection (including relay settings) and control scheme is required for the *connection* you must obtain Ausgrid's approval of the design of:
 - (1) the *connection* of the *embedded generating unit(s)*; and
 - (2) the protection (including relay settings) and control scheme relating to the *connection*.
- (b) The design must comply with the rules and standards specified in this clause 10.
- (c) The protection (including relay settings) and control scheme must incorporate all *embedded generating units* proposed to be *connected* and any that are already connected to the *distribution system* via the *common connection point* whether or not the *connection customer* is the owner of all of the *embedded generating units*.

11 Continuing conditions of connection

A *retail customer* at the *premises* must notify Ausgrid if:

- (a) any alteration or upgrade is made to an *embedded generating unit* that is *connected* at the *premises*;
- (b) an additional *embedded generating unit* is *connected* at the *premises* after initial *electrification*, even if the *connection* of the additional *embedded generating unit* formed part of the initial *connection application*; or
- (c) any *embedded generating unit* is *disconnected* from the *electrical installation* at the *premises*.

12 Ausgrid access to premises

For the purposes of this clause, *premises controller* means the occupier of the *premises*, or if the *premises* are unoccupied, the person who has control of the *premises* whether under a construction contract or otherwise.

You must take reasonable steps to ensure that the *premises controller* permits authorised officers of Ausgrid to enter the *premises* at any reasonable time during daylight hours in order to conduct any necessary inspection or do anything relating to:

- (a) any *connection service* provided or to be provided by Ausgrid under this contract;
- (b) any breach or possible breach of Ausgrid's technical and safety requirements, the *energy laws* or this contract;
- (c) any defect or possible defect in the *premises connection assets* or the *electrical installation*; or
- (d) any matter concerning the safety of the *electrical installation*, the *premises connection assets* or the *connection*; and
- (e) in an emergency, to enter the *premises* at any time of day or night.

Contractors and personnel involved in undertaking the activities of Ausgrid under this contract must show identification before carrying out work on a *connection customer's premises*. Ausgrid issues photo identification cards that indicate the nature of the employee's or contractor's authority.

Ausgrid is entitled to charge a fee for a follow up visit if you refuse to allow or prevent an authorised officer of Ausgrid from entering the *premises* in order for them to exercise a statutory right. This is an *alternative control service* that is charged at a rate set by the *regulator* for each financial year. The current details are available on Ausgrid's *website*.

13 Dispute resolution

If a dispute arises between a *connection customer* and Ausgrid concerning:

- (a) the terms and conditions on which the *basic connection services* that are the subject of this contract are to be provided; or
- (b) any *connection charge* imposed by *Ausgrid*,

that dispute is an access dispute for the purposes of section 2A of the National Electricity Law and the *connection customer* is entitled to seek to have the matter resolved by the *regulator*.

If the *connection customer* is or will be a *small customer*, any complaint or dispute regarding *Ausgrid's connection offer* and/or this contract may be made to *Ausgrid* in accordance with *Ausgrid's Standard Complaints and Dispute Resolution Procedures* (which are available on *Ausgrid's website* or by phone on 13 13 65).

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

14 Protective devices and measures

Ausgrid's NS238 – Supply Quality on Ausgrid's website describe some of the protective devices that may be installed and some of the measures that may be taken to avoid damage to electrical equipment due to fluctuations or interruptions in the supply of electricity by your *retailer* through the *distribution system*. *Ausgrid* recommends that you inform the users of electricity at the *premises* of these matters.

15 Network devices

The *connection customer* acknowledges that under the *rules*, *Ausgrid* may, at its own discretion, install or arrange for a third party to install a *network device* or *network devices* at the *premises*.

Ausgrid may use the *network device* (including any information obtained from the *network device*) in any manner that is not prohibited under the *energy laws*.

16 Miscellaneous

16.1 Electrical professionals

The *connection customer* must take reasonable steps to ensure that all of its *electrical professionals* comply with *Ausgrid's* requirements relating to the *electrical installation* and the *premises connection assets*.

16.2 Termination

- (a) The *connection customer* and *Ausgrid* may agree in writing to terminate this contract if *Ausgrid* and the *connection customer* enter into another connection contract for connection services for the *premises*.
- (b) *Ausgrid* may terminate this contract at any time if *Ausgrid* disconnects the *premises* in accordance with the *rules*.
- (c) Subject to the paragraph (d) below, *Ausgrid* may terminate this contract if any of the following have occurred:
 - (i) the *connection customer* does not, or, in *Ausgrid's* reasonable opinion, will not, comply with the terms and conditions of this contract;
 - (ii) the *connection customer* is no longer eligible to receive the *connection services* under this contract; or
 - (iii) if a *connection* has been established and/or maintained otherwise than in accordance with the *connection details* or if clause 2.4 has been breached or *Ausgrid*, acting reasonably, considers that clause 2.4 may be breached by the *connection customer*.
- (d) Unless there is an immediate threat to the safety of the *distribution network*, *Ausgrid* must, prior to terminating this contract in accordance with paragraph (c) above, issue a rectification request to the *connection customer*. This rectification request must state the reason for the

rectification request and the action or work necessary to rectify the issue and require that the *connection customer* agrees to make all reasonable efforts to remediate the issue within 14 *business days* of the issue date of the rectification request. If the rectification request is not resolved within 60 *business days* of issue then *Ausgrid* may terminate this contract.

- (f) The *connection customer* may terminate this contract by giving *Ausgrid* notice in writing.
- (g) The contract otherwise comes to an end when all of the parties' obligations have been satisfied.

16.3 Amendment

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

16.4 Oral explanation

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

- (a) affect the meaning or interpretation of this contract; or
- (b) constitute any collateral agreement, warranty or understanding between the parties or with any other person.

16.5 Rules prevail

To the extent of any inconsistency between the terms of this contract and the requirements of the *energy laws*, the *energy laws* prevail, subject to clause 18.1.

17 Interpretation and governing law

17.1 Interpretation

Headings are for convenience only and do not affect interpretation.

Unless stated to the contrary:

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

17.2 Governing Law and Jurisdiction

This contract is governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with the contract.

18 Dictionary

18.1 Statutory definitions apply

- (a) Terms used in the *connection offer* and the *connection contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of *energy laws*, which has the extended meaning given in clause 18.2.
- (b) For ease of reference, *Ausgrid* offers the definitions set out in clause 18.2. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in sub-clause 18.1(a).
- (c) In particular, the following terms have the meaning given to them in Chapter 5A of the *rules*:
 - (1) *basic connection service*;
 - (2) *connection alteration*;
 - (3) *micro EG connection*;
 - (4) *new connection*;
 - (5) *real estate developer*; and
 - (6) *retail customer*.

18.2 Definitions

Subject to clause 18.1 the following words have the following meanings:

AEMO means the Australian Energy Market Operator.

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

ancillary services are non-routine services provided to the *connection customer* on an as needed basis.

ASP/2 means, depending on the context,

- (a) a person accredited as a level 2 accredited service provider under the *Scheme for the Accreditation of Service Providers to Undertake Contestable Services* made in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW) administered by the NSW Department of Industry, Resources and Energy to provide *contestable connection services* to construct *premises connection assets*; or
- (b) the person so accredited retained by the *connection customer* or any agent of the *connection customer* to construct the *premises connection assets*.

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

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

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

being the operator of the *distribution system*.

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

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

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

connection means a physical link between a *distribution system* and a *connection customer's premises* to allow the flow of electricity and means, in this contract, the *connection* described in the *connection offer* or *connection confirmation*; and *connection works* bears an equivalent meaning. To avoid doubt, *connection* does not include *relocation* and *connection works* do not include *relocation works*.

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

connection application means an application for a *new connection* or *connection alteration* and in the context of this contract means the completed *connection application* referred to in the *connection offer* or *connection confirmation*.

a **connection charge** for the purposes of this contract is a charge identified in clause 6.1.

connection confirmation means the confirmation issued by *Ausgrid* to the *connection applicant* confirming that *Ausgrid* has completed processing of the *connection applicant's connection contract*.

connection contract means a contract formed by the making and acceptance of a *connection offer*. To avoid doubt, except where *Ausgrid's Deemed Standard Connection Contract* is expressly referred to in this document, *connection contract* refers to a connection contract under Chapter 5A of the *rules*.

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

connection details are the proposed embedded generation details and the connection details set out in the *connection application*, as modified by *Ausgrid* in the *connection offer* or *connection confirmation*.

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

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

connection point means the junction of conductors with the *electrical installation* at the *premises* as defined in the *Service and Installation Rules*. The *connection point* was formerly known in New South Wales as the *point of supply*. For the purposes of this contract, is the point specified in clause 2.5.

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

connection services means either a service relating to a *new connection* or a *connection alteration* or both provided by *Ausgrid* under this contract.

consumer's mains are mains leading from the *connection point* to the main switchboard on the *premises*. They are part of the *electrical installation* and are owned by the *premises owner*.

contestable connection service means the work done at or near the *premises* (at the *connection customer's cost*) by an *ASP/2* to establish the *connection*.

CT metering is required where the customer load exceeds the rating of a whole current meter (normally 100A per phase). A CT metering installation requires the installation of a low voltage CT per phase, which is connected to a low voltage CT meter.

DER Register is the Distributed Energy Resource (DER) Register maintained by *AEMO*.

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

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

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

electrical installation has the meaning it is given in the Gas and Electricity (Consumer Safety) Act 2017 (NSW).

electrical professional means a suitably qualified:

- (a) licensed electrical contractor;
- (b) licensed solar installer; or
- (c) *ASP/2*.

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

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

embedded generating unit means a unit that generates electricity at a *customer's premises* and is connected to the *distribution system*.

energy laws includes (as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules*, any rules, regulations and instruments made under the National Energy Retail Law or the National Electricity Law, the Electricity Supply Act 1995 (NSW) and Gas and Electricity (Consumer Safety) Act 2017 (NSW), all rules, regulations, instruments and plans made under or to comply with those Acts, *Ausgrid's* Network Standards, *Ausgrid's* Electrical Safety Rules, the *Service and Installation Rules*, AS/NZ 3000 Wiring Rules and AS 4777 Grid connection to energy systems via inverters.

EWON means the *Energy and Water Industry Ombudsman*.

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

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

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

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

instrument means a transfer granting easement or a section 88B instrument, whichever is approved by *Ausgrid*.

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

micro EG unit means an *embedded generating unit* of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters).

minor defect means a breach of a technical requirement under this contract that is not a *major defect*.

National Metering Identifier or **NMI** means the National Metering Identifier issued at (or in relation to) a metering installation and registered with *AEMO* in accordance with the *energy laws*.

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

Network Lessee means Ausgrid Asset Partnership (ABN 48 622 604 040), a partnership carried on under that name by:

- (a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;
- (b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;
- (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;
- (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and
- (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4,

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

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

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

point of common coupling means the point at which *service mains* from particular *premises* are connected to the *distribution network* and for the purposes of this contract, means the point specified in clause 2.6.

point of supply means the *connection point*.

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

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

premises controller is defined in clause 12.

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

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

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

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

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

service mains means overhead conductors or underground cables between the *point of common coupling* on the *distribution network* and the *connection point* at the *premises*. *Service mains* are installed by an *ASP/2* at the *connection customer's* cost but after *electrification* they are owned by

the *Network Owner* but leased to the *Network Lessee* and operated and maintained by *Ausgrid* under a sub-lease arrangement.

site inspection fee is the fee allowable under *rule 5A.D.4* and further described in clause 6.3.

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

Titles Office means the body authorised to create and maintain land title records on behalf of the NSW Government, being at February 2020 NSW Land Registry Services.