Renewable Energy Generator Connection contract

This document sets out the terms of connection of your renewable energy generator to our Electricity Network

Effective date: February 2012

ActewAGL

Background

ActewAGL Distribution owns and operates the ACT electricity distribution network.

This is our negotiated customer contract (within the meaning given in the *Utilities Act 2000* (ACT)) that sets out the terms upon which we will allow connection of your renewable energy Generator (with a capacity of no more than 200 kilowatts (kW)) to our Electricity Network.

This contract does not deal with any payment you may be entitled to receive for electricity generated by your renewable energy Generator.

There are references to a number of codes throughout this contract. Codes issued by the Independent Competition and Regulatory Commission are available on the ICRC website at icrc.act.gov.au You may contact the ICRC on 6205 0799 for further information.

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1. SERVICE SUPPLIED BY US

Once your Generator is connected to our Electricity Network, the principal service that we supply under this contract, in addition to Network Services under your electricity connection contract, is:

(a) the collection and distribution of electricity produced by Generators connected to the Electricity Network; and

(b) if we own the Meter at your Premises, metering-related services associated with (a).

2. ELIGIBILITY FOR CONNECTION TO ELECTRICITY NETWORK

2.1 Eligibility for connection to the electricity network

To be eligible to connect your Generator to our Electricity Network:

(a) your Generator must be installed at Premises in the Australian Capital Territory;

(b) your Generator must be Compliant; and

(c) the capacity of:

(i) your Generator; and

(ii) all Generators installed at your Premises,

must not be more than 200kW.

2.2 Operational connection required

The same electrical lines that are used to supply electricity to Premises are used to allow electricity to be fed back into the Electricity Network.

For this reason, you must have a fully operational connection from the Premises where your Generator is installed to our Electricity Network under either:

(a) our Electricity Connection and Distribution Standard Customer Contract; or

(b) a negotiated customer contract with us covering electricity connection and distribution,

before you will be able to connect your Generator to our Electricity Network.

2.3 Compliance with laws

You must ensure that your Generator complies, and continues at all times to comply, with Electricity Law, Approvals, and all relevant safety and technical requirements, including without limitation, applicable ActewAGL Guidelines otherwise we may disconnect your Generator from our Electricity Network.

3. TERM

Subject to your meeting the eligibility criteria in clause 2, this contract commences upon the date we accept your signed application for connection of your Generator to the Electricity Network and will continue, unless terminated

earlier under the provisions of this contract, for a period of ten (10) years from the date the contract commenced provided however that, unless a party notifies the other in writing at any time to terminate the contract, the contract will automatically renew, without a requirement of notice, for successive periods of twelve (12) months upon the same terms and conditions.

4. YOUR OBLIGATIONS

The Generator remains at all times your property despite connection to our Electricity Network.

You are solely responsible for, and will bear all costs associated with:

(a) obtaining and complying with all Approvals required for the Generator; and

(b) operation of the Generator, including installation and ongoing maintenance of the Generator.

You must ensure that the Generator is regularly maintained including but not limited to maintenance of the electrical protection system and in accordance with ActewAGL Guidelines.

4.1 Persons must be qualified

You must ensure that only a properly licensed or accredited person carries out:

(a) the design;

(b) installation; and

(c) ongoing regular maintenance

of the Generator at your Premises. You are responsible for all costs associated with (a)-(c).

4.2 No interference with safety notices

You must not, and must not permit any other person, to act contrary to or interfere or tamper with, remove or otherwise damage any switches, stickers, tags or other notices ("Safety Notices") placed by us or your electrical contractor on the Generator. As examples, these Safety Notices may without limitation say things such as "do not operate", "danger" or similar.

4.3 Protection of our Electricity Network

You must:

(a) use reasonable endeavours to protect our equipment and the Meter installed on your Premises from unauthorised interference;

(b) notify us of any interference, defect or damage within 5 business days of becoming aware of it;

(c) pay the reasonable costs of repair or replacement of our equipment installed on your Premises, on request, if the defect or damage was caused by you, or by another person in circumstances where you failed to take reasonable care to prevent that;

(d) not do anything that interferes with the safe or efficient operation of our Electricity Network, or permit anyone else to do so.

If we reasonably consider that your connection or any of your Equipment is having an adverse effect on the Electricity Network, you must comply with any reasonable directions we give you to correct that interference or effect.

4.4 Acknowledgement in relation to your obligations

You acknowledge that failure to comply with your obligations listed in clauses 4.1, 4.2, 4.3 and 4.4 may result in a safety hazard for people (including our personnel), the environment and property (including the Electricity Network).

4.5 Keep us informed of changes

You must inform us promptly if there is a change in:

(a) your contact details;

(b) access to the Meter; or

(c) your Equipment, including the Generator.

4.6 Other customer obligations

(a) You must deal honestly with us.

(b) You must comply with:

(i) applicable Electricity Law;

(ii) any obligations in the codes published under the Utilities Act that are expressed to apply to customers;

(iii) applicable ActewAGL Guidelines; and

(iv) any reasonable directions we give you under Electricity Law, the codes or Good Electricity Industry Practice.

5. CONNECTION AND DISTRIBUTION CUSTOMER CONTRACT NOT AFFECTED

This contract does not diminish or otherwise affect our and your respective responsibilities and rights under our Electricity Connection and Distribution Standard Customer Contract or, if applicable, the negotiated connection contract between you and us.

6. METERING

6.1 Installation of Meter

We do not own all of the Meters in the ACT. If we are the owner of the existing Meter on the Premises we will determine whether that Meter is capable of measuring and recording the amount of electricity exported into the Electricity Network from your Generator. If the existing Meter is not capable of performing these functions we will replace the Meter, or install a second Meter or both.

We will install the replacement Meter, or if you are eligible under the National Electricity Rules you may arrange for it to be installed by another person who is accredited for that type of work. They must comply with our Service and Installation Rules and the ActewAGL Guidelines when installing a Meter. Only an accredited metering provider may install meters.

If we install the Meter, we may charge you for the service as set out in our Schedule of Charges.

If we do not own the existing Meter on the Premises you will need to contact your Electricity Supplier to arrange for your Meter to be checked for its capacity to measure and record electricity exported to the Electricity Network by your Generator, and be upgraded if necessary.

6.2 Meter reading and inspections

We will arrange for our Meter at your premises to be read each Account Period, unless you are a contestable customer and have engaged a Metering Data Provider authorised by AEMO. Your Electricity Supplier will receive a notification of the Meter reading for each Account Period.

Alternatively, we may estimate your consumption for an Account Period as permitted by clause 6.4.

6.3 Check readings

On request from your Electricity Supplier we will check the accuracy of a recent Meter reading. You are entitled to one free check reading for each Account Period. The fee for additional check readings is shown in our Schedule of Charges and will be notified to your Electricity Supplier to be included in your next electricity account following the additional check reading.

6.4 Estimating your electricity export

We may estimate the quantity of electricity exported to the Electricity Network by your Generator in the circumstances described in the *Electricity Metering Code*.

Where possible, estimates will be calculated in accordance with the National 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.

6.5 Testing of meters at your request

You may request us (or an accredited service provider) to test the Meter on your Premises. We will carry out the test within 15 business days or as otherwise negotiated with you. You have the right to be present during the test. The National Metrology Procedures 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 National Electricity Rules.

6.6 We may initiate a test or replacement

We may test any of our Meters on your Premises at our cost.

We may replace our Meter on your Premises at our cost, for reasons including but not limited to compliance with Electricity Law. When replacing the Meter, we will comply with our obligations under Electricity Law.

6.7 Faulty meters or incorrect readings

We will adjust our record of the amount of electricity your Generator has exported to the Electricity Network as necessary if:

(a) the Meter installed on your Premises is defective; or

(b) a check reading shows a Meter reading to be incorrect.

6.8 Ownership of meters

Meters provided by us remain our property notwithstanding installation at the Premises.

6.9 Maintenance of meters

We will use reasonable endeavours to have our Meters at the Premises maintained in working order.

6.10 Protecting your metering information

We will use reasonable endeavours to prevent unauthorised access to your metering information held by us.

6.11 Additional Metering Costs

We may pass through to you any Additional Metering Costs incurred in relation to electricity generated by your Generator.

7. YOU MAY REQUEST INFORMATION

You may request us to provide you with information regarding:

(a) load profiles and power factors (if applicable) in relation to your Generator;

(b) readings from your Meter of energy exported to the Electricity Network from your Generator.

We will provide this information to the extent it is reasonably available to us.

You must pay our reasonable costs of providing any information that you have asked for, unless that information relates to metering information within the last 12 months that is available from our records, which may be provided free of charge.

8. SCHEDULE OF CHARGES

Most of our charges are shown in our Schedule of Charges. Our Schedule of Charges forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our Schedule of Charges is available from us free of charge, on request or from our website at actewagl.com.au

However there may be additional charges associated with processing your application, such as for network design, technical assessment and network augmentation costs. We will advise you of these charges as soon as practicable after receiving your application.

9. GST

Reference to any consideration or amount payable under this contract, including any non-monetary consideration (Consideration) is exclusive of GST unless stated otherwise. GST will be payable in addition to the Consideration, at the same time and in the same manner as the Consideration.

10. ACCESS

10.1 We may access your Premises

As permitted by the *Utilities Act*, our employees or Authorised Persons may enter your Premises to:

(a) inspect protective devices on your Generator or other Equipment;

(b) read or test metering equipment;

(c) disconnect your Equipment.

Where practicable we will give you 7 days prior written notice of our intention to access the Premises to carry out (a) or (c), but you acknowledge that we can do these things without notice in an emergency situation.

10.2 Your right to ask for identification

You are entitled to ask our employees, contractors or agents attending your Premises for identification before they ask you questions or carry out any work. They carry photographic ActewAGL identity cards.

11. INTERRUPTING, REDUCING OR CEASING ENERGY EXPORT

11.1 Interruption, reduction or cessation energy export

The connection of your Equipment to the Electricity Network is subject to a variety of factors including accidents, weather, the acts of third parties and the need to work on the electricity generation, transmission and distribution systems. Accordingly, we are unable to guarantee that the connection to your Premises will remain uninterrupted. If your connection is interrupted or reduced, it will prevent or restrict you exporting electricity from your Generator to the Electricity Network.

We may require you to interrupt, reduce or cease export of electricity from your Generator to the Electricity Network:

(a) to allow us to perform Network Operations;

(b) if we reasonably believe it is necessary to do so due to an emergency situation, or to allow compliance with the ActewAGL Guidelines, Good Electricity Industry Practice or other dangerous or unexpected events.

11.2 Notice of requirement to interrupt, reduce or cease

Where practicable we will give you written notice in accordance with the *Consumer Protection Code* timeframes if an interruption, reduction or cessation of export is required. We will endeavour to keep the period of interruption, reduction or cessation as short as practicable.

12. DISCONNECTION FROM THE ELECTRICITY NETWORK

12.1 Disconnection at your request

You may request that we disconnect your Equipment from the Electricity Network at any time, by giving at least 7 business days notice before the date you want the Equipment to be disconnected.

12.2 Disconnection by us

(a) We may disconnect your Equipment from our Electricity Network if you do not meet the criteria in clause 2 or if this contract is terminated for any reason.

(b) We may disconnect your Equipment from our Electricity Network at any time and without requirement of prior notice if we determine that the Equipment is dangerous or presents a risk to:

(i) the health or safety of our employees, or other persons;

(ii) the integrity of the Electricity Network or a Network Facility;

(iii) public or private property;

(iv) the environment.

(c) We may also disconnect your Equipment from our Electricity Network at any time and without requirement of prior notice if we determine that the Equipment is affecting, or is likely to affect:

(i) supply of electricity, including the quality of supply, to other customers; or

(ii) the performance of the Electricity Network or a Network Facility.

(d) We may also disconnect your Equipment in the circumstances permitted under the Electricity Law. We will follow any relevant procedure set out in the Electricity Law in conducting such disconnection.

(e) We will not reconnect your Equipment to our Electricity Network until we are satisfied that you have corrected any issues with your Equipment and satisfied our concerns. You will need to reapply to us to have your Equipment reconnected.

Where your Equipment has been disconnected from the Electricity Network, you will not be able to export electricity from your Generator to the Electricity Network.

13. WHAT STANDARD OF SERVICE CAN YOU EXPECT?

The customer service standards described in the *Consumer Protection Code* (to the extent those standards are applicable) apply in our dealings with you.

14. INDEMNITY AND LIMITATION OF LIABILITY

14.1 Indemnity and Release

You indemnify, and must keep indemnified, and release us and our officers, agents and employees against any Liability for:

(a) damage to property, including without limitation your Equipment, the Electricity Network and third party property; and

(b) injury, death or illness of any person, including our employees or Authorised Persons;

arising out of or as a consequence of:

(c) the design, construction, installation, maintenance or operation of your Equipment;

(d) the addition, modification, deletion or interaction of any equipment associated with your Equipment at any time; and

(e) your negligent act, omission or default, including but not limited to failure to properly maintain your Equipment;

(f) a breach by you of your obligations under this contract.

14.2 No compensation payable

Subject to clause 14.3, you are not entitled to any compensation from us for any period during which your electricity export is interrupted, reduced or ceased due to our exercise of our rights under clauses 2.2, 11 or 12.

14.3 Our liability

14.3.1 Limitations on our liability

We are not liable:

(a) to the extent your equipment causes or contributes to any loss, damage or problem.

(b) for any loss of profits, business, or anticipated savings, or for any remote, indirect or special loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise.

Other limitations on our liability may apply under Electricity Law, including but not limited to the *Consumer Protection Code*.

14.3.2 If any goods or services supplied under this contract are supplied to you as a 'consumer' within the meaning of that term in the Australian Consumer Law, as amended, or relevant state or territory legislation, the consumer will have benefit of certain non-excludable rights and remedies in respect of the products or services, and nothing in this contract excludes, restricts or modifies any condition, warranty, right or remedy which, pursuant to the *Competition and Consumer Act 2010* (Cth) or similar legislation is so conferred. However, if the goods and/or services are goods or services not ordinarily acquired for personal, domestic or household consumption, pursuant to section 64A of the Australian Consumer Law and similar provisions of relevant state or territory legislation, ActewAGL limits its liability to an amount equal to the lowest of:

(a) the cost of replacing the goods or services, supplying equivalent goods or services;

(b) the cost of repair of the goods;

(c) the cost of having the goods repaired or replaced.

14.3.3 Any liability a party has to the other for breach of this contract is reduced to the extent the other party caused or contributed to the breach.

15. USE OF YOUR PERSONAL INFORMATION

15.1 Your right to privacy

We respect your privacy and are committed to complying with the *Privacy Act 1988*, the *Information Privacy Principles* in that Act and any other applicable law regarding privacy.

For any enquiries concerning privacy or the personal information we hold about you, please contact us on 13 14 93.

15.2 Use of contact details

You consent to us using information about you, your supply address, your electricity usage and generation, your Metering Data Agent and any related or similar information:

(a) for internal purposes and reporting to our shareholders, parent company or their shareholders;

(b) to comply with our obligations under this contract;

(c) to make available to a third party, including your Electricity Supplier, for any of the purposes indicated below:

(i) if you are not readily identifiable, to help us identify you;

(ii) for purposes related to the operation of the Feed-In scheme including without limitation notifying your Electricity Supplier of connection of your Generator;

(iii) to help assist recovery against you if you breach this contract; or

(iv) if required or permitted by law;

(d) for market research and analysis.

If you do not wish your details to be used for market research purposes, please contact us on 13 14 93.

15.3 Use of other personal information

We may use any personal information we hold about you, including your contact details, to assess your ongoing creditworthiness or the status of any account you have with us.

15.4 Disclosure of information

We may disclose information about you (including your contact details and creditworthiness information) and your metering information, in the circumstances permitted by the *Consumer Protection Code* or as otherwise permitted or required by law or under this contract.

16. DISPUTE RESOLUTION

16.1 What will happen if you have a dispute with us about this contract?

If you have a dispute with us we will try to resolve it with you.

(a) If we cannot resolve that dispute informally with you, then you may ask us to formally review the issue which has caused the dispute.

(b) You must do so in writing, stating fully the basis of your complaint against us, no later than 28 days after the dispute has arisen. We will then formally review your complaint and advise you of our decision in relation to it within 28 days of you giving notice to us under this clause.

(c) If, having advised you of our decision, you are still unhappy you may be entitled to refer your complaint to the ACT Civil and Administrative Tribunal (ACAT) or take other action.

(d) You must continue to perform your obligations under this contract despite any ongoing dispute.

This does not prevent a party exercising its rights under this contract or applying to a court for urgent relief.

17. MISCELLANEOUS

17.1 No representations or warranties

You acknowledge that in entering into this contract you have not relied on any separate promises from us that have not been included in this contract.

17.2 Entire agreement

This contract constitutes the entire agreement between you and us about its subject matter.

17.3 Assignment

You may not assign your rights or obligations under this contract without our consent.

17.4 Notices

Notices sent to you from us will be sent in accordance with the requirements of the Consumer Protection Code.

17.5 Termination

This contract will terminate immediately if:

(a) our electricity distributor's licence is suspended or ceases to apply or we are not otherwise authorised to supply electricity distribution and connection services;

(b) you cease to be the Occupier for the Premises;

(c) your Equipment is disconnected under clause 12 of this contract; or

(d) you do not, or no longer, meet the criteria in clause 2 of this contract.

Any rights or remedies accrued before termination of this contract survive termination.

17.6 How may this contract be varied or a right under it waived?

We may by notice to you vary this contract:

(a) to reflect changes in the Electricity Law, or to remedy an inconsistency between this contract and existing Electricity Law;

(b) where we consider that the variation is likely to benefit you, or have a neutral or minor detrimental impact on you.

Otherwise this contract may be varied only in writing signed by both parties.

A right under this contract 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 contract does not affect their right to enforce the provision at a later time.

If you seek an amendment to this contract, then notwithstanding whether or not the proposed amendment is agreed to by us, you will pay our legal, administrative and other costs associated with any consideration or negotiation of the matter.

17.7 Governing law

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

18. DEFINITIONS

Account Period

means the period for which an account is issued to you under your electricity supply contract.

ActewAGL Distribution

means ActewAGL Distribution ABN 76 670 568 688, a partnership of ACTEW Distribution Ltd ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663, the owner of the ACT Electricity Network.

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 your Generator, and as amended or revised by ActewAGL from time to time.

Additional Metering Costs

has the meaning given to it in the Feed-in Act.

AEMO

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

Approvals

means all consents, licences, approvals, permits, registrations and other authorisations which are required to be granted by any government department, regulatory body, instrumentality, minister, agency, court, tribunal or other authority, required in relation to the installation and connection of the Generator.

Australian Consumer Law

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

Authorised Person

means a person authorised by us under the *Utilities Act* to perform certain activities on the Electricity Network.

Compliant

in relation to a renewable energy generator, has the meaning given by section 5E of the *Feed-In Act*.

Connection Point

means the boundary between our Electricity Network and your Equipment as defined in the *Electricity Network Boundary Code*.

Electricity Law

means the *Utilities Act*, the *Feed-in Act*, National Electricity Law, National Electricity Rules, the Wiring Rules, our Service and Installation Rules, our electricity distributor's licence any applicable market, industry or technical code or rules, utilities licence, and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly issued by any Authority;

Electricity Network

has the meaning given to it in the *Utilities Act*.

Electricity Supplier

means the retail supplier of electricity to the Premises where the Generator is installed.

Equipment

means the Generator and any electricity lines and associated equipment at the Premises on your side of the Connection Point.

Feed-in Act

means the *Electricity Feed-in (Renewable Energy Premium) Act 2008* (ACT).

Feed-in scheme

means the scheme for the feed-in from renewable energy Generators to the Electricity Network that is established under the *Feed-in Act*.

Generator

means a Compliant renewable energy generator as defined in the *Feed-In Act*, and includes all equipment associated with it to make the Generator operate.

Good Electricity Industry Practice

means the same as in the National Electricity Rules.

Liability

includes loss, damage, consequential loss or damage, claim, cost (including legal fees on a solicitor own client basis), charge, demand and expense.

Meter

means the instrument installed at your Premises to measure the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity. The Meter measures both:

(a) electricity taken from the Electricity Network; and

(b) electricity produced by your Generator and exported to the Electricity Network.

Metering Data Provider

has the same meaning as given to Metering Provider in the National Electricity Rules.

National Electricity Market

means any market for the wholesale supply of electricity that includes New South Wales, South Australia, Queensland, Victoria and the ACT.

National Electricity Rules

means the rules governing the National Electricity Market.

National Metrology Procedure

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

NEL

means National Electricity Law.

Network Facility

has the meaning given to it in the *Utilities Act*.

Network Operations

has the meaning given to it in the *Utilities Act*.

Network Service

has the same meaning as in our Electricity Connection and Distribution Standard Customer Contract or, if applicable, your negotiated customer contract with us for connection and distribution services.

Occupier

has the meaning given to it in the *Feed-in Act*.

Premises

has the meaning given to it in the *Utilities Act*.

Schedule of Charges

means the schedule of fees and charges for Electricity Network services published by us, and in force, from time to time.

Service and Installation Rules

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

Utilities Act

means the *Utilities Act 2000* (ACT).

we, **our**, and **us**

are references to ActewAGL Distribution.

Wiring Rules

means the rules published from time to time by Standards Australia in respect of electrical installations - building, structures and premises (known as the SAA Wiring Rules).

you and **your**

means the customer applying for connection (who may be an Occupier).

19. 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) a reference to a statute, ordinance, code or other law, including anything which comprises the electricity law, includes regulations and other instruments under it and includes all consolidations, amendments, re-enactments or replacements;

(d) a reference to a code named in this contract is a reference to the code of that name under the *Utilities Act*;

(e) 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;

(f) 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;

(g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(h) "including", "includes", "such as" and "in particular" do not limit the generality of the words which precede them or to which they refer;

(i) capitalised terms used in this contract have the meaning given to them in the Definitions;

and

(j) headings are included for convenience and do not affect the interpretation of this contract.

20. ENQUIRIES AND COMPLAINTS

Enquiries or complaints should be directed to our enquiries line on 13 14 93 or submitted in writing to GPO Box 366, Canberra 2601. We are committed to resolving any enquiries or complaints as soon as reasonably possible.