



AER APPROVED –

**DEEMED LARGE CONNECTION CONTRACT FOR NEW
CONNECTIONS, CONNECTION ALTERATIONS,
RECLASSIFICATIONS AND NEW OCCUPANCIES
OCCURRING AFTER 11 JULY 2025**

SA Power Networks

www.sapowernetworks.com.au

DEEMED LARGE CUSTOMER CONNECTION CONTRACT

LARGE CONNECTION CONTRACT FOR NEW CONNECTIONS, CONNECTION ALTERATIONS, RECLASSIFICATIONS AND NEW OCCUPANCIES OCCURRING AFTER 11 JULY 2025

(Standard Form)

Preamble

This contract is about the services which cover connection of your premises to our electricity distribution system, the electricity supplied to the premises and, where you have a generating system at the premises approved by us to export electricity into our electricity distribution system, our receipt of that electricity. These services are called “customer connection services”.

In addition to this contract, we are required to comply with energy laws and other consumer laws in our dealings with you. You also have a separate contract with your retailer dealing with the sale of electricity to the premises and a separate contract, which is not with us, for the purchase of electricity you export from the premises.

More information about this contract and other matters is on our website www.sapowernetworks.com.au

For the class of customer to which this contract applies (as set out in clause 3.2) this contract replaces our existing deemed large customer connection contract, published by us on our website on 20 April 2018.

Note: The document does not have to be signed to be binding

1. THE PARTIES

This contract is between:

SA Power Networks (ABN 13 332 330 749), a partnership of Spark Infrastructure SA (No. 1) Pty Ltd ABN 54 091 142 380, Spark Infrastructure SA (No. 2) Pty Ltd ABN 19 091 143 038 and Spark Infrastructure SA (No. 3) Pty Ltd ABN 50 091 142 362, each incorporated in Australia, and CKI Utilities Development Ltd ABN 65 090 718 880 and PAI Utilities Development Ltd ABN 82 090 718 951, each incorporated in the Bahamas, of 1 Anzac Hwy, Keswick (referred to in this contract as **we, our, or us**); and

You, the customer to whom this contract applies (referred to in this contract as **you or your**).

2. DEFINITIONS AND INTERPRETATION

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the National Energy Retail Rules ('the Rules'). However, for ease of reference, a simplified explanation of some terms is given in Schedule 1 of this contract.
- (b) Where the simplified explanations in Schedule 1 differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.
- (c) Schedule 1 also defines some additional terms used in this contract but which are not defined in the Rules.

3. DOES THIS CONTRACT APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for our deemed AER approved standard connection contract for large customers under the National Energy Retail Law and the Rules.

3.2 Does this contract apply to you?

This contract only applies to you if:

- (a) the premises first connect to our electricity distribution system on or after [**date of approval of this document by AER and its publication by SA Power Network**] or there is a variation to the connection of the premises to our electricity distribution system pursuant to Chapter 5A of the National Electricity Rules on or after this date; or
- (b) you move into the premises for the first time on or after [**date of approval of this document by AER and its publication by SA Power Network**],

and in the case of both clause 3.2(a) and clause 3.2(b) each of the following apply:

- (c) you are a business customer who occupies business premises where the consumption of electricity is at or above an annual consumption of 160MWh, or you are otherwise determined by us in accordance with the National Energy Retail Law and the Rules to be a “large customer”;
- (d) your premises are connected to our electricity distribution system; and
- (e) you do not have another customer connection contract with us for those premises.

However the provisions of this contract relating to generating systems do not apply to a Major Generating system (being a generating system with a generation capacity above 5MW). In the case of a Major Generating system because of the size of such a generating system and its potential impact on our distribution system you must negotiate a separate contract with us relating to the maintenance of a connection between that Major Generating system and our distribution system.

3.3 What if I need a new connection?

You are not able to take a supply of electricity at the premises until you are connected to the distribution system. If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the National Electricity Rules. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

If your premises are connected to our distribution system, this contract starts on the later of the date on which this contract is published on our website and the date when you start to take supply of electricity at those premises.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if you cease to be classified as a large customer for the purposes of the National Energy Retail Law, on the date that reclassification takes effect in accordance with the Rules (in which case you will be transferred to our contract applicable under the National Energy Retail Law to small customers);
 - (ii) if your retailer notifies us that the premises is to be disconnected (a ‘**termination notice**’)—subject to clause 4.2(b), on the date we disconnect the premises (even if you have vacated the premises earlier); or
 - (iii) if you start receiving customer connection services for the premises under a different customer connection contract—on the date that contract starts; or
 - (iv) if a different customer starts receiving customer connection services for the premises—on the date the connection contract of that customer starts; or
 - (v) if we both agree to a date to end the contract – on the date that is agreed; or
 - (vi) 10 business days after we disconnect the premises under the Rules, if you have not within that period asked your retailer to reconnect the premises and met the requirements in the Rules for reconnection.
- (b) If your retailer gives us a termination notice but you do not give safe and unhindered access to your premises to the meter reader to conduct a final meter reading (where relevant), this contract will not end under clause 4.2(a)(i) until a final meter reading is carried out. You will therefore remain liable for all charges relating to electricity consumed at, or exported from, the premises until that final meter reading is carried out.
- (c) Subject to clause 4.2(d), if you have a generating system connected to our distribution system at the premises when this contract ends, you must do all such things, at your cost, that may be necessary to disconnect, or arrange for the disconnection of, the generating system from our distribution system.
- (d) Clause 4.2(c) does not apply:
 - (i) if we have entered into a customer connection contract with a person who acquires the generating system from you; or
 - (ii) where this contract ends because we have entered into a new contract with you for the premises (which contract includes provisions relating to the generating system)
- (e) If you fail to comply with clause 4.2(c), we may disconnect the generating system at your cost and may access the premises as required to exercise this right.

- (f) Upon the expiry or termination of this contract for any reason we may (but are not obliged to), unless a new agreement for customer connection services is in force between you and us or between us and a new occupant of the premises, disconnect each connection point and decommission and remove all or part of our assets which are used to supply the premises.
- (g) Where clause 4.2(f) applies, you must comply with such reasonable decommissioning procedures as advised by us and provide all reasonable assistance and access requested by us to facilitate the decommissioning and removal of our assets. If requested by us you must, at such times as requested by us (including prior to the termination or expiry of this contract) co-operate with us to develop decommissioning procedures.
- (h) You must pay us at our Standard Rates for all reasonable costs incurred by us in the decommissioning and removal of our assets, including any reinstatement and repair work undertaken by us on land, equipment or other property.
- (i) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide customer connection services at the premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) Charges for customer connection services will be billed under your contract with your retailer.

5.2 Sale and purchase of electricity not covered by this contract

- (a) This contract does not cover the sale of electricity to your premises. This is the role of your retailer.
- (b) This contract does not cover purchase of electricity generated by any generating system at the premises, as we do not purchase such electricity.
- (c) If you generate electricity which is exported from the premises you must ensure you have in effect arrangements for the purchase of that electricity and all required regulatory approvals to enable you to export electricity. You must provide to us such evidence as we reasonably require from time to time to substantiate such arrangements and approvals are in place.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the energy laws.
- (b) Our obligations extend up to the connection point where electricity is to be supplied to the premises (as defined by us) and not beyond.

5.4 Guaranteed Service Levels

Nothing in this contract limits our obligation to make payments to you in accordance with the terms of any applicable GSL scheme and we will make such payments to you as we are required to make by the terms of such GSL scheme.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must, at your cost, give us any information we reasonably require, from time to time, for the purposes of this contract (including as required to enable us to exercise our rights or discharge our obligations) or required by us to discharge obligations we have at law (including to relevant authorities) in respect of the premises, any generating system at the premises or the electricity system generally or as otherwise required by us for the general management of the distribution system. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us. The information must be provided in the form and within the timeframes we reasonably request.

6.2 Updating information

You must promptly:

- (a) inform your retailer and us of any change to your contact details; and
- (b) inform your retailer and us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing customer connection services at the premises; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering or protection equipment, or any change to the capacity or operation of connected plant or equipment, that

may affect the quality, reliability, safety or metering of the supply of electricity to the premises or the premises of any other person; and

- (d) inform your retailer and us of any permanent material change to the electricity load or pattern of usage at the premises.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the energy laws relating to the provision of customer connection services we provide to your premises under this contract;
- (b) our service and installation rules; and
- (c) our reasonable requirements determined having regard to those energy laws and our service and installation rules. This includes a requirement that you provide and maintain at your premises any reasonable or agreed facility required by us to provide customer connection services to the premises.

6.4 Connection Offer

- (a) You must comply with the terms of each connection contract relating to the premises or a generating system at the premises.
- (b) However where a connection contract was accepted by a prior owner of the premises or a generating system at the premises you are only required to comply with any terms of that connection contract which relate to:
 - (i) the technical performance standards for any large generating system at the premises; or
 - (ii) any limitations on the permitted export or output of any large generating system at the premises.
- (c) Where more than one connection contract has been entered into, you do not have to comply with the terms of a connection contract to the extent a later connection contract provides those terms are superseded.
- (d) Where the terms of a connection contract are inconsistent with the remaining terms of this contract, the remaining terms of this contract prevail.

6.5 Life support equipment

- (a) If a person living or intending to live at the premises requires life support equipment, you must:
 - (i) register the premises with your retailer or with us; and
 - (ii) provide medical confirmation for the premises.
- (b) Subject to satisfying the requirements in the Rules, the premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your retailer.
- (c) You must tell us or your retailer if the life support equipment is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at the premises requires life support equipment, we must give you:
 - (i) at least 50 business days to provide medical confirmation for the premises; and
 - (ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of electricity to the premises; and
 - (iii) at least 4 business days' notice in writing of any distributor planned interruptions to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date; and
 - (iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - (v) emergency telephone contact numbers.

6.6 Generating systems including inverter systems

- (a) If you have a small generating system connected to our distribution system at the premises, you must, in respect of that generating system, comply with the requirements of Schedule 2.
- (b) If you have a large generating system connected to our distribution system at the premises, you must, in respect of that generating system, comply with the requirements of Schedule 3.
- (c) If you have a generating system connected to our distribution system at the premises you must use, operate and maintain that generating system in a manner that does not compromise the safe operation of the distribution system (under normal and abnormal conditions), does not cause damage to the distribution

- system and does not interfere with the continuity or quality of the electricity supply provided by the distribution system (whether to the premises or to any third party).
- (d) You must ensure that any work performed on or in relation to the generating system is undertaken by a person lawfully permitted to do such work, and make a copy of any relevant certificates of compliance available to us (unless we notify you in writing we do not require them).
 - (e) You must comply with any reasonable requirement we make in relation to the installation of additional equipment on or in connection with a generating system where such equipment is required to ensure the safe and reliable operation of the distribution system.
 - (f) If you have a generating system connected to our distribution system at the premises, you acknowledge and agree that:
 - (i) in order for you to have the ability to export electricity into our distribution system from the premises, you must have installed at the premises, at all times, an electricity meter which measures both the import and export of electricity; and
 - (ii) the connection of the generating system to our distribution system is subject to fluctuations and interruptions from time to time which may affect your ability to export electricity into our distribution system for a variety of reasons and, therefore, you acknowledge and agree that:
 - (A) we are unable to, and do not, represent, warrant or guarantee that you will be able to export electricity into our distribution system at any given time; and
 - (B) such fluctuations or interruptions may damage the generating system or cause it to malfunction.
 - (g) We do not guarantee that you will be able to continuously deliver electricity to the connection point. Without limiting the foregoing or clause 6.6(h), the events which may lead to an interruption in the supply of electricity may also interrupt, or lead to an interruption in, your ability to deliver electricity into the distribution system.
 - (h) We may interrupt your delivery of electricity into the distribution system in such manner, using such means and for such duration as we acting reasonably consider appropriate to preserve the safety and integrity of the distribution system, any equipment connected to the distribution system and our ability to supply the users of that distribution system. Without limiting the foregoing we may interrupt your delivery of electricity into the distribution system:
 - (i) to undertake repairs or maintenance on the distribution system; or
 - (ii) for the installation of a new connection or a connection alteration to another customer; or
 - (iii) in circumstances where we consider (acting reasonably) that the generating system, your electrical installations or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system; or
 - (iv) for health or safety reasons warranting an interruption; or
 - (v) in an emergency warranting an interruption; or
 - (vi) as required by a relevant authority; or
 - (vii) in accordance with the conditions of any applicable tariff; or
 - (viii) if there is insufficient capacity in the distribution system to accept the export of electricity; or
 - (ix) in any circumstances in which we have a right under this contract to disconnect a generating system or interrupt the supply of electricity to the premises.
 - (i) We may, subject to any limitations in energy laws, if we have the technical ability to do so implement interruptions to the provision of supply services to your premises remotely. Information about how we use remote control equipment to control small generating systems will be published by us as required by the Rules. The information is available on our website or you may contact us to request a copy.
 - (j) You warrant to us that you have made an assessment of the measures you will take (including insurance or installation of protection devices) to address the risks to you of any interruption in your ability to deliver electricity into the distribution system, and have taken appropriate measures to address that risk.
 - (k) You acknowledge and agree that we are unable to, and do not, represent, warrant or guarantee:
 - (i) your eligibility, or lack of eligibility; or
 - (ii) the eligibility, or lack of eligibility, of any person who subsequently acquires the generating system,

for, nor the amount of, any rebates, tariffs or other benefits payable or allowable to you under any South Australian or national scheme relating to generating systems (including the South Australian solar feed-in tariff scheme), and that we have no responsibility or liability in relation to any such schemes.

- (l) We may disconnect a small generating system at the premises from our distribution system:
- (i) after receipt of an application from you under clause 6.6(m); or
 - (ii) if the small generating system does not comply with Schedule 2 and we (acting reasonably) consider this represents a risk to the safety of the distribution system or its ability to supply or receive electricity from other users; or
 - (iii) if you breach a provision of this contract and:
 - (A) if we consider the breach is capable of being remedied, you do not remedy the breach within 7 business days of receiving written notice from us requiring you to do so; or
 - (B) if we consider the breach is not capable of being remedied and we (acting reasonably) consider the breach to represent a hazard or risk to the distribution system, our employees, or any other person; or
 - (iv) if we are entitled or required to do so under energy laws.

Disconnection of large generating systems is dealt with in Schedule 3.

- (m) If you no longer want to keep a generating system at the premises connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (n) If you want to connect a new generating system at the premises to our distribution system for the purpose of exporting electricity or wish to commence exporting from an existing generating system which is not configured for export, you must apply for a connection alteration under the National Electricity Rules. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (o) If more than one generating system operates at the premises or if a generating system owned, operated or controlled by you or any other person with whom you are associated is installed or to be installed on an adjacent or adjoining premises then you must comply with such procedures and technical requirements as we (acting reasonably) specify (from time to time) are necessary to ensure the safe and reliable operation of the distribution system given the aggregate capacity of those generating systems and any other relevant attribute of those generating systems viewed together. For example this may include the installation of a dynamic response system where the aggregate export capacity of the generating systems exceeds 200kW.
- (p) For the purposes of clause 6.6(o) persons with whom you are associated include relatives, a spouse, related bodies corporate (as that term is defined in the *Corporations Act 2001*), relatives, or spouses, of your directors, corporate entities in which you hold shares, unit trusts in which you hold units or trusts of which you are trustee or beneficiary, any entity you control (whether alone or in combination with others) or any entity with whom you have a contract, arrangement or understanding as to how your generating systems or their generating systems will operate.
- (q) If as a result of an inspection or testing carried out by you or any other person, whether under this contract or otherwise, it is identified that there is a lack of functionality of the safety or technical features of a generating system or the generating system is otherwise having an adverse effect on the supply of electricity from or integrity of the distribution system, then you must immediately disconnect, or arrange for the disconnection of, the generating system from the distribution system in a safe manner.
- (r) You must comply with all reasonable directions we give you regarding the operation, maintenance and inspection of each generating system at the premises.
- (s) If the capacity of the generating systems at the premises exceeds in aggregate 30kVA then you must seek permission from the "SA Power Networks Network Operations Centre" ("**NOC**") before operation of your main switches for the first time your electrical installations are connected to the distribution system and for the first time after any occasion on which a connection point utilising those electrical installations has been disconnected. We will not unreasonably withhold such consent (but may do so if we consider on a reasonable basis that your electrical installations do not comply, or you are otherwise non-compliant, with the requirements of this contract).
- (t) We may from time to time establish flexible export schemes for generating systems, entitling generating systems to a greater entitlement to potential output in return for accepting us having enhanced interruption rights. It is at your option if you wish to participate in any such scheme. If you elect to participate you must comply with the terms of the scheme as notified by us to you. The terms of the initial scheme established

by us (for sites with small generating systems with capacity up to 30 kVA) are described in clause 6 of Schedule 2.

6.7 Relevant Agent

If required by energy laws (specifically the *Electricity (General) Regulations 2012*) you must ensure a relevant agent (as defined in those regulations) is appointed for the generating system and the premises.

7. WRONGFUL AND ILLEGAL USE OF ELECTRICITY AND YOUR LIABILITY

7.1 Illegal use of electricity or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to the premises; or
- (b) interfere or allow interference with any of our equipment at the premises, except as may be permitted by law; or
- (c) use the electricity supplied to your premises or any electrical equipment at the premises in a manner that:
 - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (ii) causes damage or interference to any third party; or
- (d) use customer connection services provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment; or
- (f) tamper with, or permitting tampering with, any protection equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1, we may, in accordance with the energy laws take any or all of the following actions:

- (a) estimate the amount of electricity obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the premises.

7.3 Indemnities by you

- (a) In the event that you on-sell or on-supply to a related body corporate of yours (as that term is defined in the *Corporations Act 2001*) any electricity supplied to you under this contract, you must indemnify us for, and hold us harmless against, any losses, costs, damages, expenses and liabilities that arise as a result of any claims made against us by that related body corporate arising because of the partial or total failure by us to supply electricity under this contract or problems in the quality of supply of electricity supplied by us under this contract (such as power surges and drops).
- (b) Subject to clause 7.3(c), if another person with your consent uses any electricity supplied to you under this contract, you must indemnify us for, and hold us harmless against, any losses, costs, damages, expenses and liabilities that arise as a result of any claims made against us by that person arising because of:
 - (i) the partial or total failure by us to supply electricity under this contract; or
 - (ii) problems in the quality of supply of electricity supplied by us under this contract (such as power surges and drops).
- (c) You are only required to indemnify us against liability to a person referred to in clause 7.3(b):
 - (i) if the person is a natural person or is a tenant at the premises and has an annual consumption not greater than that of a small customer, to the extent that liability exceeds, or varies from, the liability they could have recovered from us in a common law damages claim for breach of contract had the electricity been supplied to them under our deemed standard connection contract (having regard to the limits of liability in our deemed standard connection contract); and
 - (ii) otherwise, to the extent that liability exceeds, or varies from, the liability they could have recovered from us in a common law damages claim for breach of contract had the electricity been supplied to them under this contract (having regard to the limits of liability in this contract).

(Where small customer and deemed standard connection contract have the meaning given to them in the National Energy Retail Law).

- (d) Clause 7.3(b) does not apply to a claim by a related body corporate to whom you on-sell or on-supply electricity. Clause 7.3(a) applies to such claims.
- (e) Clause 7.3(a) and 7.3(b) apply whatever the cause of the partial or total failure to supply electricity or problems in the quality of supply of electricity (including if the cause is our negligence or failure to comply with law).
- (f) You must indemnify us for, and hold us harmless against, any losses, costs, damages, expenses and liabilities that arise as a result of your negligence or breach of this contract provided that this indemnity does not require you to indemnify us against losses, costs, damages, expenses and liabilities:
 - (i) we would have avoided had we complied with the common law duty to mitigate loss; or
 - (ii) which are caused by our negligence or (except to the extent caused by you) our breach of this contract.

8. OUR LIABILITY

8.1 Service Limitations

- (a) The quality and reliability of your electricity supply, and our ability to accept electricity from any generating system at the premises, 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 system, the acts of other persons and the directions of a relevant authority.

We give no condition, warranty or undertaking, and we make no representation to you, regarding any matter including as to the condition or suitability of electricity, its quality, fitness or safety or relating to your ability to export electricity, other than those expressly set out in this contract or those which we are required to give pursuant to any statute.

8.2 Limitations of Liability

- (a) Except for circumstances in which we have acted in bad faith or negligently (in which case our liability is solely that set out in clause 8.2(b)) and subject to clause 8.4 and clause 8.5, we have no liability to you for any Loss you suffer as a result of:
 - (i) the partial or total failure to supply electricity to the premises (including problems in the quality of supply of electricity to the premises); or
 - (ii) any damage to your property, including any generating system.
- (b) For the purposes of the limit of liability in clause 8.2(a), where we have acted in bad faith or negligently then we are only liable to you for:
 - (i) any physical Loss you suffer or incur and for personal injury (but no other loss), due to the partial or total failure to supply electricity to the premises which includes:
 - (A) problems in the quality of supply of electricity to the premises (such as power surges and drops); and
 - (B) interruptions to or failures of the supply of electricity to the premises; and
 - (ii) the cost of repair of any damage to your generating system caused by our bad faith or negligence.
- (c) Our liability to you under:
 - (i) clause 8.2(b)(i) is limited to \$1,000,000, as indexed annually on each 1 July in accordance with section 10 of the National Energy Retail Law (Local Provisions) Regulations 2013, for all claims you make in relation to an event; and
 - (ii) clause 8.2(b)(ii) is limited \$1,000,000, as indexed annually on each 1 July in accordance with section 10 of the National Energy Retail Law (Local Provisions) Regulations 2013, for all repair costs arising from damage caused by an event,

however if the same event causes damage of the type referred to in both clause 8.2(b)(i) and clause 8.2(b)(ii) then our aggregate liability to you for that event will not exceed the amount referred to in clause 8.2(c)(i).
- (d) The escalation of the figures referred to in clause 8.2(c) commences as from the 1 July referred to in section 10(2) of the National Energy Retail Law (Local Provisions) Regulations 2013 (even though that 1 July precedes the date this contract comes into force).
- (e) If Section 10 of the National Energy Retail Law (Local Provisions) Regulations 2013 is repealed the figures referred to in clause 8.2(c) will continue to be escalated in accordance with the mechanism provided for in that section.

- (f) Where clause 8.2(b) provides we are liable for a type of Loss this is only to the extent the relevant Loss is recoverable under the common law rules for assessment of damages.
- (g) Subject to clause 8.5, we are not liable to you for Loss you suffer through being unable to generate or export electricity (howsoever caused and even if caused by our bad faith or negligence).
- (h) In this clause 8, Loss means loss, damage, cost, expense or liability.

8.3 Protection Systems

Even if we have acted negligently or in bad faith we are not liable to you for Loss you would have not incurred had:

- (a) you installed and properly maintained all or part of the protection systems required to be installed under this contract; or
 - (b) any such installed systems been functioning correctly,
- unless a failure or malfunction of the systems is caused by our negligence or bad faith.

8.4 Damage caused at the premises

If we cause damage to property at the premises in the course of attending at the premises (for example to undertake work at the premises) then our liability to you, subject to clause 8.5, is limited to \$20,000,000 per event giving rise to liability to you.

8.5 How this clause operates with the Competition and Consumer Act 2010

- (a) Clauses 8.1 to 8.4 do not apply to limit any liability we have to you under the consumer guarantees set out in the Competition and Consumer Act 2010.
- (b) Our liability to you for breach of the consumer guarantees (in respect of goods or services of a type not ordinarily acquired for personal, domestic or household use) is limited to:
 - (i) in the case of services, to one of the following as elected by us: supplying the services again or payment of the cost of having the services supplied again; and
 - (ii) in the case of goods, to one of the following as elected by us: replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- (c) The limitations on liability in clause 8.5(b) apply only to the extent permitted by the Competition and Consumer Act 2010.
- (d) If any other liability is imposed on us by a statute which may be limited but not excluded, then our liability under that statute is limited to the maximum extent permitted by that statute.

8.6 Immunity

This clause 8 does not exclude or limit the immunity provided by sections 119 and 120 of the National Electricity Law, the immunity provided by section 316 of the National Energy Retail Law or any other immunity to which we are entitled.

9. ACCESS TO PREMISES, ASSET OWNERSHIP AND EQUIPMENT INTERFACE

9.1 Your obligations

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:

- (a) if we are responsible for metering at the premises, read, test, maintain, inspect or alter any metering installation at the premises; and
- (b) if we are responsible for metering at the premises, calculate or measure electricity supplied or taken at the premises; and
- (c) if we are responsible for metering at the premises, check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other electrical equipment of ours; and
- (e) connect or disconnect the premises and/or any generating system; and
- (f) examine or inspect an electrical installation and/or any generating system at the premises; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our electrical equipment at the premises; and

- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the premises; and
- (k) perform services requested by you or your retailer.

9.2 Our obligations

If we or our representatives seek access to the premises under clause 9.1, we will:

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

9.3 Equipment Interface

Where we have installed electrical equipment on your premises then:

- (a) we are responsible for that electrical equipment; and
- (b) you are responsible for the integrity and safety of the surrounding environment for that electrical equipment (for example where our electrical equipment is located within your building you are responsible for ventilation, air conditioning, lighting and fire alarms).

9.4 Maintaining your Equipment

- (a) You must ensure that your equipment which interfaces or interacts with, or uses electricity supplied by, our equipment is maintained safely and in a state such that it is fit for purpose and so that it does not damage our equipment.
- (b) Subject to the requirements of energy laws, if you fail to comply with clause 9.4(a) we may interrupt the supply of electricity to you or disconnect the premises until your failure to comply with clause 9.4(a) is remedied.
- (c) You are liable for any additional costs we reasonably incur (including costs of repairing and replacing our equipment) due to your failure to comply with clause 9.4(a).
- (d) If a maintenance protocol has been agreed between us and you, then you must operate and maintain your equipment which interfaces or interacts with, or uses electricity supplied by, our equipment in accordance with that maintenance protocol.
- (e) You may subcontract the operation and maintenance of your electrical installations and generating systems to persons qualified by energy laws to undertake such operation and maintenance. However no such subcontracting relieves you of your obligations under this contract.

9.5 Electrical Installations and take of electricity – Specific Requirements

You must:

- (a) ensure that the settings for the electrical installations are set at the level approved by us (as set out in the engineering report (if there is one) or as otherwise agreed (by us acting reasonably) in writing with you) and demonstrate that critical fault clearance times or minimum required operating times can be met for all fault conditions as required by energy laws and the requirements of the engineering report (if there is one); and
- (b) ensure the electrical installations are commissioned in accordance with a testing and commissioning program approved by us (acting reasonably); and
- (c) ensure the electrical installations comply with energy laws, the requirements of the engineering report (if there is one), good electricity industry practice, any operating protocols agreed between you and us and the “SA Power Networks Service and Installation Rules”; and
- (d) undertake such testing, and co-operate with us in undertaking testing, of the operation of equipment forming part of the protection systems relating to a connection point as is reasonably required by us, which will be undertaken at five yearly intervals or such shorter intervals as reasonably required by us; and
- (e) maintain such documents required by energy laws in respect of the electrical installations (including any “certificates of compliance” under the Electricity Act 1996).

9.6 Limitations on Changes to Electrical Installations

- (a) You must not, without our written consent, make any change to the electrical installations which may:

- (i) pose a threat to the safety or integrity of the distribution system or otherwise adversely impact upon the distribution system; or
 - (ii) adversely affect the quality, reliability, safety or metering of the supply of electricity to the premises or to the premises of any other customer; or
 - (iii) result in a permanent material change to the electricity load or pattern of usage at the premises; or
 - (iv) adversely affect the operation of the electrical installations.
- (b) We will consider any request for our consent under clause 9.6(a) in accordance with the requirements of energy laws (and to the extent energy laws do not regulate the matter, we will not unreasonably withhold our consent). We may, subject to energy laws, charge for our time for considering whether to grant that consent at the standard rates. Where we are required, by good electricity industry practice or applicable law, to consult with any other electricity industry participants in respect of the request you must pay any charges levied by those other electricity industry participants.

9.7 Non-Compliance

- (a) We may notify you if, in our reasonable opinion, a generating system or electrical installation does not or may not comply with the requirements of this contract or you have otherwise breached this contract.
- (b) If a notice is served under this clause 9.7 (or under clause 5(b) of Schedule 3), you must undertake such testing, inspection and monitoring as required to determine whether you are complying with the requirements of this contract and, where you are not so complying, must undertake such remedial action as necessary to ensure you comply with the requirements of this contract. This includes, without limitation, undertaking such testing, inspection, monitoring and other remedial action as reasonably required by us. Where the notice relates to a generating system, you must not use the generating system until such time as any testing, inspection and remedial action is completed.
- (c) You must pay our charges, at the standard rates, for any time spent by us in undertaking or reviewing tests, inspections or monitoring, or reviewing actions taken by you, under clause 9.7(b).
- (d) If you fail to comply with clause 9.7(b) then, subject to energy laws, we may (but are not obliged to) take such action as we (acting reasonably) consider required to address the non-compliance and its impact on the distribution system and other customers. You must reimburse us the costs we reasonably incur in taking such action and pay our charges, at the standard rates, for time spent by us in taking such action.

9.8 Metering Installation

If you arrange for provision of a metering installation you must ensure that it complies with the National Electricity Rules, other energy laws and our service and installation rules.

9.9 Communications Equipment

You acknowledge that any communications equipment and protection equipment we install is installed for our sole benefit and you are not entitled to rely upon or utilise such communications or protection equipment.

9.10 Temporary Bypass

If the provision of customer connection services to the premises has been interrupted and the metering equipment at the premises is not functioning (and is not owned by us), we may temporarily bypass that metering equipment to restore customer connection services until such time as the persons responsible for your metering equipment restore its operation.

9.11 Emergencies

- (a) You acknowledge that in emergencies or other situations requiring urgent work, we may require access to the premises at any time, day or night.
- (b) Where there are hazards or other threats to safety at the premises, you must ensure that we are fully notified of these and properly inducted in the procedures applicable at the premises to avoid and mitigate such hazards and other safety threats.

9.12 Ownership and Use

- (a) All assets installed by us at the premises are, and at all times remain, our property (or are held by us as lessee from Distribution Lessor Corporation).
- (b) Assets installed by us at the premises may be used by us in connection with the supply of electricity to other customers.

- (c) We may from time to time maintain, alter or upgrade the assets installed by us at the premises provided we will not, unless requested by or agreed with you, make any modification to those assets which reduces their supply capabilities below the levels specified in this contract. Where you have elected to reduce your demand then you will be taken to have agreed to us reducing supply capabilities to an amount not less than your reduced demand.

9.13 Accommodation for our Facilities

You must:

- (a) provide suitable secure accommodation, satisfactory to us (acting reasonably), for the SCADA and protection systems (if any) used by us in relation to the premises; and
- (b) take all reasonable steps to protect any of our assets located at the premises and not interfere with those assets in any way; and
- (c) ensure vegetation is kept clear of our assets located at the premises; and
- (d) in accordance with the requirements of energy laws, keep trees, buildings and other structures at the premises clear of any powerlines installed by us at the premises.

9.14 Customer Access to Connecting Substation

The following requirements in this clause 9.14 apply only if you have a large generating system at the premises, or a load above 5 MVA, and we notify you these requirements apply.

Personnel of yours you nominate to us in writing may access the connecting substation for the sole purpose of inspecting, testing, repairing or maintaining any protection system you are required to maintain or so as to comply with your obligations under any "Joint Operating Protocols" we have agreed subject to the following conditions:

- (a) we have approved those specific persons accessing the Connecting Substation (which approval will not be unreasonably withheld); and
- (b) access will be provided at such time acceptable to us (acting reasonably) and your personnel must be accompanied by a member (or members) of our personnel; and
- (c) except in an emergency, you must provide notice requesting access at least 10 business days before that access is requested; and
- (d) in an emergency, we will use reasonable endeavours to provide access at the times requested by you; and
- (e) you must comply with our access protocols and safety and security requirements (as notified by us to you); and
- (f) you must pay our charges for providing such supervised access at the standard rates.

9.15 Work on Infrastructure

- (a) Except in circumstances specifically agreed in writing with us, you must not undertake any work on or near our assets unless you comply with the procedures in this clause 9.15.
- (b) You must provide us notice of the proposed work in accordance with any Joint Operating Protocols agreed between us and any other reasonable requirements we may have advised from time to time and, without limiting the foregoing, provide reasonable notice which gives us sufficient time to isolate and make safe the relevant equipment and take any steps we are required to take by law.
- (c) You must not undertake the works until we advise you we have isolated and made safe the relevant equipment and until you comply with our reasonable preconditions to the undertaking of such work.
- (d) You must pay our charges for undertaking any steps we undertake under this clause 9.15 at the standard rates.

10. INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of electricity to your premises where permitted under the energy laws, including for a distributor planned interruption or where there is an unplanned interruption or in accordance with the conditions of any applicable tariff or under a contract with your retailer.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make distributor planned interruptions to the supply of electricity to the premises under the Rules for the following purposes:
 - (i) for the planned maintenance, repair or augmentation of the transmission system or the distribution system, including planned or routine maintenance of metering equipment (or installation, repair or replacement of metering equipment in accordance with rule 91A of the Rules); or
 - (ii) for the installation of a new connection or a connection alteration to another customer.
- (b) If your electricity supply will be affected by a distributor planned interruption and clause 6.5(d)(iii) does not apply, we may seek your explicit consent to the interruption occurring on a specific date or occurring on any day within a specific 5 business day range. Otherwise we will give you at least 4 business days' notice by mail, letterbox drop, press advertisement or other appropriate means, unless the energy laws exempt us from giving such notice.
- (c) If a distributor planned interruption is made, we will use our best endeavours to restore electricity supply to the premises as soon as possible.
- (d) Your retailer may make a retailer planned interruption in accordance with the Rules and this will cause an interruption in the supply of electricity to you and in your ability to export electricity.

10.3 Unplanned interruptions

- (a) Subject to energy laws, we may interrupt the supply of electricity to your premises to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of electricity and also for the following reasons or in the following circumstances:
 - (i) where, in our opinion (formed reasonably), a customer's electrical installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system; or
 - (ii) for health or safety reasons warranting an interruption; or
 - (iii) there is an emergency warranting an interruption; or
 - (iv) as required by a relevant authority; or
 - (v) to shed demand for electricity because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a customer.
- (b) If an unplanned interruption is made, we will use our best endeavours to restore electricity supply to the premises as soon as possible.
- (c) We will make information about unplanned interruptions (including the nature of any emergency and, where reasonably possible, an estimate of when electricity supply will be restored) available on a 24-hour telephone information service.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
 - (i) an interruption to the supply of electricity to the premises; or
 - (ii) a supply of electricity to the premises of a quality in breach of any relevant standards under the energy laws.
- (b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:
 - (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) Where an interruption was arranged by your retailer to install, maintain, repair or replace an electricity meter (rather than by us) we may refer you to your retailer to provide information on the interruption.

10.5 Measures to Manage Interruptions

You warrant to us that you have made an assessment of and installed such generation capacity and protection equipment, and taken out such insurance and implemented such other steps, as you consider is required to manage

the risks to you of any interruption in your ability to receive electricity from the distribution system, and the risks of variations in the quality of electricity supply.

11. OUR CHARGES AND AGREED MAXIMUM DEMAND

11.1 Payment

The amounts you are billed under your contract with your retailer include our charges for customer connection services.

11.2 Determination of our charges

We will determine our charges for a billing cycle in accordance with the energy laws.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply of electricity to your premises we must advise your retailer of those conditions.
- (b) You must comply with any conditions referred to in clause 11.3(a).
- (c) If you do not comply with the conditions referred to in clause 11.3(a), we may change the tariff that applies to you.

11.4 Standard Rates

- (a) Our standard rates means, for a type of work we undertake or service we provide, our standard rates for that work or service as determined by us (and where an energy law regulates such a determination then our determination will be made in accordance with the terms of that energy law).
- (b) We will not charge you an amount in circumstances where to do so would contravene any energy law.
- (c) We will charge work at our standard rates to your retailer where the retailer is required by law to pay us such amount. Otherwise we may, from time to time, issue invoices directly to you for amounts payable under this contract and you must pay those invoices within 30 calendar days of receipt.

11.5 Agreed Maximum Demand

- (a) For the purposes of determining your charges, your Agreed Maximum Demand as at the time this contract takes effect will be that set out in the original offer letter issued by us (whether to you or to a prior owner of the premises) as a condition of connecting your premises to our distribution system or such other Agreed Maximum Demand as we have subsequently agreed with you or determined in accordance with clause 11.5(c) or clause 11.5(d).
- (b) We will notify you of your Agreed Maximum Demand upon your request.
- (c) Your Agreed Maximum Demand may be varied in accordance with the National Electricity Rules, the principles and requirements of our distribution determination made under those Rules and the requirements of other energy laws.
- (d) Where over a period of 3 years your take of electricity at a connection point is less than 75% of the Agreed Maximum Demand for that connection point then we may by notice to you reduce your Agreed Maximum Demand to a level which better reflects your use of electricity.
- (e) You must not take delivery of electricity at a connection point at a rate which exceeds the Agreed Maximum Demand for that connection point.
- (f) If you exceed the Agreed Maximum Demand then you will have to pay an excess demand charge as determined in accordance with energy laws. In addition, you must reimburse us the costs we incur as a result of you exceeding the Agreed Maximum Demand (excluding any costs we would have avoided had we complied with the common law duty to mitigate loss). These will include any liability or charges we incur to a transmission network service provider, including because you cause us to exceed our entitlements under any contract we have with that transmission network service provider.
- (g) You acknowledge that if you exceed the Agreed Maximum Demand:
 - (i) this may cause damage to the connection point or the distribution system; and
 - (ii) this may adversely affect our ability to supply services to you and any other users of the distribution system; and
 - (iii) our equipment may trip off the supply of electricity to you.

- (h) You must notify us if you have reason to believe you have exceeded the Agreed Maximum Demand or if there is a material risk you may do so, and take such steps as necessary to ensure the Agreed Maximum Demand is not exceeded in the future.
- (i) If you exceed the Agreed Maximum Demand on more than one occasion we may, if we consider it reasonably required for the protection of the distribution system and/or the security of supply of services to other users, require you to install equipment to ensure that you do not exceed the Agreed Maximum Demand in the future. You must comply with any such requirement within the time we reasonably specify for compliance and provide to us such evidence as we reasonably require to confirm that you have so complied. You must reimburse us, at our standard rates, for the work associated with confirming that you have installed such equipment to our satisfaction.
- (j) If you wish to increase the Agreed Maximum Demand you should make an application to us in writing. We will consider that application in accordance with energy laws.

12. DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the Rules, we may disconnect your premises if:

- (a) your retailer informs us that it has a right to arrange for disconnection under your contract with your retailer and requests that we disconnect the premises; or
- (b) you use electricity supplied to the premises wrongfully or illegally in breach of clause 7; or
- (c) if you fail to pay any charges (where relevant) to us under this contract; or
- (d) if you provide false information to us or your retailer such that you would not have been entitled to be connected if you had not provided the false information; or
- (e) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the energy laws or this contract in order for us to provide customer connection services; or
- (f) if you fail to give us safe access to the premises as required by clause 9 or any requirement under the energy laws; or
- (g) in an emergency, or for health and safety reasons, warranting disconnection ; or
- (h) if required to do so at the direction of a relevant authority; or
- (i) if we are otherwise permitted by the energy laws to disconnect the premises.

Note: The energy laws may allow distributors and other authorised people to disconnect or arrange the disconnection of premises in circumstances additional to those set out above.

12.2 Notice and warning of disconnection

We may disconnect your premises under clauses 12.1(c), 12.1(d), 12.1(e) or 12.1(f) only if:

- (a) we have sent you a disconnection warning notice in accordance with energy laws; and
- (b) you fail to rectify the matter that gave rise to the right to disconnect the premises within the time period set out in that disconnection warning notice and in accordance with energy laws.

12.3 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, unless:

- (a) you have requested that we disconnect your premises; or
- (b) clauses 12.1(g) or 12.1(h) above apply.

12.4 Our rights after disconnection

The disconnection of the premises does not limit or waive any of the parties' rights and obligations under this contract arising before disconnection, including any of your obligations to pay amounts to us or your retailer.

12.5 Disconnection fee

If you have not complied with a disconnection warning notice and we arrive at the premises to disconnect the premises but do not do so because you rectify the matter referred to in the disconnection warning notice, you will be liable to pay a reasonable fee for our attendance at the premises.

12.6 Multiple Connection Points

Where the premises has more than one connection point and we are entitled to exercise our disconnection rights then we may disconnect the entire premises or only selected connection points.

13. RECONNECTION AFTER DISCONNECTION

If:

- (a) you (including via your retailer) request us to arrange reconnection; and
- (b) you pay for all of our charges and all of your retailer's connection charges in advance; and
- (c) you have remedied the circumstances which lead to the disconnection,

we will (unless energy laws allow us to refuse reconnection) reconnect your premises in accordance with energy laws. We will also reconnect your premises where we are required to do so by energy laws. Where only specific connection points were disconnected then the references in this clause to reconnecting the premises will be read as references to reconnecting those connection points.

14. NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent in writing, unless this contract or the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) on the date it is handed to the party, left at the party's premises (in your 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 four 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.
- (c) You must, if requested by us, provide to us email and postage contact details to enable us to send notices to you. Any notice sent to those contact details will be taken to have been received by you in accordance with the procedures in paragraph (b) above.
- (d) If we have not been provided by you with your contact details we may obtain your contact details from your retailer or proceed on the basis we may issue all notices to the address details for the premises (even if you have vacated the premises). Any notice sent to such contact details will be taken to have been received by you in accordance with the procedures in paragraph (b) above.
- (e) This clause 14 does not limit other means by which notices may be validly served.

15. PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

15.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

15.2 Access to information

Upon request, we must give you information about your electricity consumption or our charges for customer connection services. We will only charge for the provision of that information in the circumstances permitted by rule 86A of the Rules or where otherwise permitted by energy laws.

16. COMPLAINTS AND DISPUTE RESOLUTION

16.1 Complaints

If you have a complaint relating to the supply of electricity to the premises, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

16.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you of the outcome of your complaint and the reasons for our decision.

17. FORCE MAJEURE

17.1 Effect of force majeure event

If either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, 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.

17.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you 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.

17.3 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.

17.4 Settlement of industrial disputes

Nothing in this clause 17 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.

17.5 Examples of Force Majeure Events

Without limiting the generality of the definition of force majeure event, force majeure events may include acts of God, fire, flood, earthquake, storms, epidemic or quarantine, terrorist acts, cyber security incidents and strikes and other industrial disputes.

17.6 Guaranteed Service Level Payments

The amount of any payment for failure to meet a guaranteed service level under the GSL scheme, will, to the extent provided for in the GSL scheme, be reduced to take into account the effect of a force majeure event.

18. APPLICABLE LAW

The laws of South Australia govern this contract. Subject to clause 16, any disputes under this contract are subject to the jurisdiction of the courts of South Australia.

19. GENERAL

19.1 Purpose of our Reviews

- (a) Any review we undertake of the generating system, electrical installations or procedures relating to the generating system or electrical installations or of any other document prepared by you is undertaken for the purposes of managing the risk of any adverse impact of the generating system, electrical installations and procedures on the distribution system.
- (b) Such review, and any comments provided by us, is not undertaken for the purpose of assessing whether the generating system, electrical installations and procedures are appropriate for your purposes and electricity requirements within the premises. You agree to make your own assessment of these matters and seek advice from a qualified professional. Any information we seek, and comment we make, about the generating system, electrical installations and procedures are for our internal purposes and for the purpose of ensuring the integrity of the distribution system and not for the purpose of providing advice to you.

19.2 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

19.3 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include GST.

- (b) 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.

19.4 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must inform you of any material amendments to this contract as required by the National Energy Retail Law.

19.5 Interpretation

The following rules apply to the interpretation of this contract:

- (a) where there is more than one connection point at the premises, a reference in this contract to the connection point is to be taken to be a reference to each point individually and all of the points together;
- (b) a reference to any legislation or any provision of any legislation includes all regulations, orders or instruments (**Subordinate Instruments**) issued under the legislation or provision;
- (c) a reference to any legislation, Subordinate Instrument or a provision of legislation or a Subordinate Instrument includes any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation, Subordinate Instrument or provision;
- (d) words or expressions importing the singular include the plural and vice versa;
- (e) words or expressions denoting individuals include corporations, firms, partnerships, unincorporated bodies, authorities and instrumentalities;
- (f) a reference to a body which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or substantially succeeds to its powers or functions; and
- (g) where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning.

20. VACATING A PREMISES

You must give us or your retailer at least 3 business days’ notice of your intention to vacate your premises, together with a forwarding address for your final bill. When we receive the notice, we must (where we are responsible for metering at the premises) arrange for your meter to be read on the date specified in your notice (or as soon as possible after that date if you do not give access to your meter on that date) and for a final bill to be sent to you at the forwarding address stated in your notice. If you do not give us the required notice, or if you do not give us access to your meter to the meter reader (whether that person is engaged by us or someone else), you will be responsible for all electricity used at the premises until we become aware that you have vacated your premises and we arrange for your meter to be read.

Schedule 1 –Explanation of Terms

billing cycle means the regular recurrent period for which we charge for customer connection services;

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

connecting substation means a substation at which your electrical installations connect to the distribution system;

connection contract means a connection contract or connection agreement (as each of those terms is defined in the National Electricity Rules);

connection point means the point at which a distribution system connects to an electrical installation or equipment that serves the premises of one or more customers;

customer means a person who buys or sells or wants to buy or sell electricity from or to a retailer;

customer connection services means supply services and such other services classified by the National Energy Retail Law as “customer connection services” ;

deemed AER standard connection contract means a customer connection contract for large customers which has been approved by the AER;

disconnection means an action to prevent the flow of electricity to or from the premises, but does not include an interruption;

electrical installation means all electrical infrastructure and installations on your side of the connection point used to control, measure, convey, distribute or use electricity within the premises (but does not include a generating system but does include a battery system where it is being used to import electricity from the distribution system);

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy laws means national and State and Territory laws and rules relating to electricity and the legal instruments made under those laws and rules (including, without limitation, the National Electricity Rules and the National Energy Retail Law) or which otherwise apply to or affect the subject matter of, or the parties rights and obligations under, this contract;

engineering report means a document we prepared, or you or the original party which installed the generating system had prepared and approved by us, outlining technical requirements which must be met by the generating system;

force majeure event means an event outside the control of a party;

generating system means the system or systems at the premises comprising one or more generating units and includes the associated control and protection equipment and all auxiliary or reactive plant that is located on your side of a connection point. A generating system includes a battery system where it is being used to discharge electricity stored in the battery;

generating unit means the plant used in the production of electricity, including all related equipment essential to its functioning as a single entity;

GSL Scheme has the meaning given to that term in the National Energy Retail Law;

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

interruption means a temporary unavailability or temporary curtailment of the supply or flow of electricity from a distribution system to a customer, but does not include disconnection;

large generating system means a generating system which is not a small generating system;

life support equipment has the meaning given to that term in the National Energy Retail Law;

medical confirmation means certification from a registered medical practitioner of the requirement for life support equipment at your premises;

National Energy Retail Law means the Law of that name that is applied in South Australia by the National Energy Retail Law (South Australia) Act 2011;

National Electricity Rules means the rules made under the National Electricity Law;

premises means the address at which customer connection services are provided to you and, to avoid doubt, includes your electrical installation;

relevant authority means any person or body who has the power under law to direct us or you, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is authorised to sell electricity to customers;

retailer planned interruption means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of an electricity meter; and
- (b) does not involve us effecting the interruption; and
- (c) is not a distributor planned interruption;

Rules means the National Energy Retail Rules made under the National Energy Retail Law;

small generating system means an embedded generating unit or units of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters) with a total capacity not greater than 30kW;

standard rates is defined in clause 11.4; and

supply services means services relating to the flow of electricity to or from your premises.

1. Application

This Schedule 2 applies only to small generating systems

2. Design and installation

The design, installation, operation and repair of each generating unit which forms part of the generating system, and as applicable the generating system as a whole, must at all times comply with all energy laws and with the following standards:

- (a) AS/NZS 4777 – Grid Connection of Energy Systems via Inverters, Parts 1 and 2;
- (b) AS/NZS 3000 – SAA Wiring Rules;
- (c) AS/NZS 3008 – Electrical installations – Selection of cables;
- (d) AS/NZS 5033 - Installation of Photovoltaic (PV) Arrays (if applicable);
- (e) AS 3010 – Electrical installations – Generating Sets;
- (f) all other applicable Australian Standards
- (g) SA Power Networks Standards TS 129, TS132, TS 133 and TS 134;
- (h) the SA Power Networks Service and Installations Rules; and
- (i) such other standards as we publish pursuant to the Rules.

The design and installation must comply with the version of the above standards and laws as in force at the time of installation. The operation and maintenance must comply with the version of the above standards as in force from time to time.

The laws relevant to the generating system may include the National Electricity Rules, ESCOSA (Essential Services Commission of South Australia) codes, including the Electricity Distribution Code and the *Electricity Act 1996* (and regulations under that Act).

3. Grid and customer protection requirements

- (a) Network supply matching

The generating system's output voltage, frequency and waveform must match that of our distribution system such that any distortion of these parameters is within acceptable limits. You must operate the generating system so that there is no appreciable reduction in the safety and quality of supply to other users of our distribution system or risk of damage to apparatus belonging to other users of our distribution system or us.

- (b) Grid protection/Inverter Protection

The protection elements of the inverter (which is the device that forms part of the generating unit which uses semi conductor devices to transfer power between a DC source and an AC source or load) must comply with AS/NZS 4777.2 "Grid Connection of Energy Systems via Inverters Part 2: Grid Protection Requirements" to ensure:

- (i) disconnection of the inverter from our distribution system in the event of a loss of supply;
- (ii) the inverter is operating within acceptable operating parameters; and
- (iii) the inverter is prevented from energising a de-energised circuit.

- (c) Additional Anti-islanding Protection

If the capacity of the generating system at the premises exceeds in aggregate 30 kVA, the generating system must incorporate additional anti-islanding protection with a suitable relay with ROCOF protection elements to ensure disconnection of the generating system from our distribution system in the event of a loss of supply.

- (i) Multiphase systems

- (A) Three phase inverters must be configured to ensure reasonably balanced output to all phases at all times whilst connected to our distribution system. All three phases of the inverter must simultaneously disconnect from, or connect to, our distribution system in response to protection or automatic controls (e.g. anti islanding trip and subsequent reconnection).
- (B) Where multiple single phase inverters are connected to more than one phase, the inverters must be interlocked and configured to behave as an integrated multiphase inverter providing a reasonably balanced output to all connected phases at all times whilst connected to our distribution system. Alternatively, where inverters cannot be interlocked by internal controls, the installation must be protected by a phase balance relay which must immediately isolate the inverter in the absence of

reasonable balance. The inverters must be physically prevented from operating independently and all installed inverters must simultaneously disconnect from, or connect to, our distribution system in response to protection or automatic controls (e.g. anti islanding trip and subsequent reconnection).

- (C) We may, in writing, waive the requirement for full compliance with the preceding paragraph in our absolute discretion.
 - (D) Note that for generating systems, the maximum allowable difference in current between any two phases must be no greater than 10A for the system to be considered reasonably balanced.
- (ii) Voltage and frequency ranges of operation

The inverter and your electrical installations must be designed, installed, and maintained in a manner that ensures that the maximum steady state voltage at any socket outlet or fixed equipment (other than the inverter) within the installation complies at all times with the requirements of Australian Standards AS/NZS 4777.1 and AS/NZS 4777.2.

The following specific voltage and frequency settings must be programmed into the inverter:

(A) Voltage:

Where the inverter has a maximum voltage limit for sustained operation (based on averaged measurements over periods ten minutes or less), this parameter must be set to 258V phase to neutral. If the inverter does not have a maximum voltage limit for sustained operation setting, the anti-islanding maximum voltage trip point (based on a short term measurement) must be set to a low enough voltage depending on the installation characteristics, to ensure compliance with the requirements of this Schedule 2. Failure to design for this requirement may expose appliances and fixed equipment to potentially damaging voltages.

(B) Frequency:

- Minimum frequency trip point (F_{min}) is 47 Hz.
- Maximum frequency trip point (F_{max}) is 52 Hz.

If voltage and/or frequency falls outside the set limits, the generating system must be automatically disconnected from our distribution system. Reconnection procedure must comply with Australian Standard AS/NZS 4777.2.

(iii) Quality of Supply Data Measurements

The import /export meter must include additional functionality to record quality of supply data that we can access for long term monitoring of the installation. You must provide written permission for us to access this information for monitoring purposes.

4. Testing

- (a) Upon, or at any time after, completion of the installation of the generating system, we may request access to the premises at a reasonable time to conduct a test of the generating system for the purpose of establishing that the generating system complies with this contract.
- (b) The test will consist of:
 - (i) disconnection of the premises from our distribution system;
 - (ii) reconnection of the premises to our distribution system; and
 - (iii) inspection and such testing of the generating system as we consider necessary for compliance with this contract.

5. Maximum Export Capacity

- (a) You must ensure the generating system does not exceed its maximum export capacity. The maximum export capacity is the maximum kilovolt Amps which may be exported into the distribution system and is the capacity as set out in the connection offer made (whether to you or a prior owner of the generating system) prior to the time the connection between the generating system and the distribution system was originally established (or if the connection has been subsequently modified, then made as part of that modification).
- (b) You must notify us if you have reason to believe the generating system has exceeded the maximum export capacity or if there is a material risk that it may do so and take such steps as necessary to ensure that it does not in the future exceed the maximum export capacity or make an application for a connection alteration so as to provide for a greater maximum export capacity.

- (c) If you fail to comply with the above requirements then we may (in our discretion) disconnect the generating system from the distribution system until such time as measures acceptable to us (acting reasonably) are put in place to ensure the generating system does not exceed its maximum export capacity.

6. Flexible Exports Scheme

- (a) This clause 6 does not apply to you if:
- (i) you have at the premises both small generating systems and large generating systems; or
 - (ii) the aggregate capacity of the small generating systems you have at the premises exceeds 30 kVA.
- (b) The distribution system is classified into traditional generation areas and advanced generation areas. The classification can be found on our website located at: <https://www.sapowernetworks.com.au/connections/solar-other-generators>. The classification may be changed from time to time, including changing an area classified as traditional generation to an advanced generation area.
- (c) Generally the maximum amount of electricity which may be exported from premises which have small generating systems in traditional generation areas in aggregate into the distribution system is 5 kW per phase. The small generating systems on the premises must be configured with an appropriate limiting mechanism to ensure that in aggregate not more than this amount of electricity (or such other amount as we have agreed with you in writing) is exported into the distribution system.
- (d) If the premises is in an advanced generation area, clause 6(c) does not apply to the premises and you may instead elect for the premises to be classified as either fixed export or flexible export. Until such time as you make an election, the premises will be classified as fixed export.
- (e) The export limits in advanced generation areas are:
- (i) for fixed export limits – 1.5kW per phase (or such other amount as we have agreed in writing with you); and
 - (ii) for flexible export limits – as determined by us from time to time but never exceeding a maximum of 10 kW per phase (or such other amount as we have agreed in writing with you).
- (f) The actual maximum amount of electricity which may be exported from the premises (however they may be classified) may be less than the amount of 5 kW per phase and 10 kW per phase referred to above (or such other amounts as we have agreed with you apply in substitution for these quantities). This is because the amount of electricity which may be exported from the premises will depend upon various factors including the location of the premises, the number of small generating systems already connected within the area in which the premises is located, the capacity of the distribution system and technical factors impacting the distribution system.
- (g) No reference in this contract to the maximum amount of electricity you may export into the distribution system or to the maximum generation capacity of the connection should be taken as suggesting that you will at all times, or at any time, be able to export into the distribution system that amount of electricity. We will need to interrupt your ability to export electricity from time to time so as to, amongst other things, preserve the safety, stability and integrity of the distribution system.
- (h) The paragraphs below apply if the premises is in an advanced generation area.
- (i) You may at any time request us to change the classification of the premises. A request to change from flexible to fixed will take effect up to 30 days after we receive the request. A request to change from fixed to flexible will take effect up to 7 days after we receive the request, provided the small generating system at the premises satisfies the requirements for flexible export. Any change in classification requires our consent (which consent we will not unreasonably withhold having regard to the requirement to preserve the safety, stability and integrity of the distribution system).
- (j) We may change the classification of the premises by notice to you if we consider this is required to preserve the safety, stability and integrity of the distribution system, if required by law or direction of a relevant authority or if we discontinue application of our flexible exports program to small generating systems.
- (k) Despite the premises being classified as flexible export, the premises will be classified as fixed export during any period in which we are unable to communicate (electronically) with a small generating system at the premises as required to regulate its output. For such period as the premises is so classified as fixed export you may not export electricity above the fixed export limit applicable to the premises.
- (l) For such period as the premises is classified as flexible export the amount of electricity you may export into the distribution system at any given time will be determined by us having regard to those matters impacting the distribution system we consider relevant. At any given time this may be more or less than the fixed export limit. The maximum amount that may be exported at any time is 10 kW per phase (or such other amount as agreed with you).

- (m) You must ensure your small generating system has installed such equipment, firmware, software and hardware and that it is properly maintained so that it operates at all times in good working order and in accordance with its intended purpose. You must take such steps as we require to enable our (or our contractor's) systems to interface with such equipment, firmware, software and hardware. We may (including through our contractors) use any interface with your equipment, firmware, software and hardware that is available to us in order to provide and implement directions that relate to export limits in advanced generation areas.
- (n) We are entitled, where your premises are classified as flexible export, to use the interface described above to regulate from time to time the amount of electricity you export into our distribution system.
- (o) If you transfer ownership of the premises, then the premises will be reclassified as fixed export.
- (p) We may use any interface with your small generating system or the premises to receive data about your small generating system and its operation and use such data to exercise our rights and discharge our obligations under this contract and to assess the impact of your small generating system and its operation on the distribution system.

7. Generating System Modification

- (a) Except for the modifications described in clause 7(d), you must notify us prior to making any modification to the generating system and not make that modification until we agree to it being made. However if the proposed modification requires us (having regard to energy laws and good industry practice) to modify the distribution system we may notify you that you must make an application for an alteration to the connection for the premises before that change may be made. Further due to the requirements of energy laws and good industry practice there may be some modifications we will not agree to.
- (b) We will comply with energy laws in determining whether to give our consent or, where energy laws do not regulate the giving of our consent, we will act reasonably in determining whether to give our consent.
- (c) Where we consent to a modification being made under clause 7(a), you must comply with any conditions we impose (which are permitted by energy laws) as a condition of our consent to the making of that modification.
- (d) You may make the following modifications to the generating system without our consent:
 - (i) replacing the generating system with a like for like replacement, meaning that the replacement is the same model and has the same capacity and manufacturer as the generating system it is replacing;
 - (ii) a like for like replacement of a solar module which replacement does not increase the rating of the module;
 - (iii) a replacement of an isolator/switch with an equivalent isolator/switch.
- (e) The installation of additional solar modules or the replacement of an inverter with a replacement that differs in any manner from the inverter it is replacing requires consent under clause 7(a).

1. Engineering Report

- (a) If as part of the connection of the generating system to our distribution system or any subsequent connection modification relating to the generating system, we have prepared or approved an “engineering report” (whether for you or for a prior owner of the generating system or owner or occupier of the premises) then you must ensure that the generating system is installed, commissioned, used, operated and maintained (and that it generates electricity) in accordance with that engineering report (including that the generating system is operated and used in the manner described in the engineering report and complies with the requirements, processes and procedures set out in that engineering report). An engineering report is a document prepared by us (or prepared by a consultant (including a consultant to our customers) and approved by us) setting out:
- (i) the manner in which it is proposed a generating system will be used and operated (and in reliance on which we have determined the conditions upon which the generating system may connect to our distribution system);
 - (ii) the technical requirements with which a generating system must comply to ensure its compatibility with our distribution system and that the generating system does not adversely affect our distribution system or other users of our distribution system; and
 - (iii) the processes and procedures to be following in using, operating and maintaining the generating system.

The engineering report does not impose any obligations on us to comply with technical or other standards – our obligations are set out in this contract and under energy laws.

- (b) Where an engineering report for the generating system was prepared for a prior owner or occupier of the premises or the generating system then you must ensure you obtain a copy of that report so as to enable you to comply with clause 1(a).

2. Compliance Monitoring Program

- (a) At least 5 business days before your first use of the generating system, you must prepare and have approved by us a compliance monitoring program which sets out the procedures you will employ to monitor the ongoing compliance of the generating system with this contract, the engineering report and energy laws.
- (b) Clause 2(a) does not apply if there is already an approved compliance program for the generating system when you commence your first use of that generating system. In such case you must comply with that program.
- (c) You must make such changes to the compliance program as reasonably required by us and submit the amended compliance program for further review by us within such time reasonably required by us. Such process will continue until we notify you we require no further changes to the compliance program.
- (d) You must comply with the compliance program.
- (e) Where we are required to review the compliance program on more than one occasion then we may charge you for the time we spend doing so at the standard rates.

3. Maximum Entitlements

- (a) We will specify a maximum export limit for your generating system (**Maximum Export Limit**). This will be based on the capacity of the connection point at your premises, the capacity of the parts of the distribution system which service that connection point and the characteristics of your generating system. In the case of a non-export generating system (that is a generating system which was connected on the basis it would not export electricity from the premises) you must import electricity at the level specified in the engineering report and must not export electricity. If you wish the Maximum Export Limit to be increased you will need to make an application to us under the National Electricity Rules to increase the capacity of the connection point and the parts of the distribution system servicing it.
- (b) The Maximum Export Limit is the maximum level of electricity that the generating system is entitled to deliver into our distribution system.
- (c) You must not deliver electricity into our distribution system at a level in excess of the Maximum Export Limit.
- (d) You acknowledge that if the generating system exceeds the Maximum Export Limit:
- (i) this may cause damage to the connection point at the premises or our distribution system; and
 - (ii) this may adversely affect our ability to supply services to you and any other users of the distribution system.

- (e) You must notify us if you have reason to believe you have exceeded the Maximum Export Limit or if there is a material risk you may do so, and take such steps as necessary to ensure the Maximum Export Limit is not exceeded in the future.
- (f) If you exceed the Maximum Export Limit on more than one occasion we may, if we consider it reasonably required for the protection of the distribution system and/or the security of supply of services to other users, require you to install equipment to ensure that you do not exceed the Maximum Export Limit in the future. You must comply with any such requirement within the time we reasonably specify for compliance and provide to us such evidence as we reasonably require to confirm that you have so complied.
- (g) If you are operating a non-export generating system and it fails to comply with clause 3(a) on more than one occasion we may, if we consider it reasonably required for the protection of the distribution system and/or the security of supply of services to other users, require you to install equipment to ensure that you comply with clause 3(a). You must comply with any such requirement within the time we reasonably specify for compliance and provide to us such evidence as we reasonably require to confirm that you have so complied.

4. Metering

- (a) You must, at all times, ensure that there is installed at the premises a metering installation which:
 - (i) is either a bi-directional meter that measures net Watts and Voltage Amperes for both import and export electricity flows or interval type metering which enables the gross measurement of Watts and VARh for both import and export electricity flows; and
 - (ii) otherwise complies with the National Electricity Rules and all energy laws.
- (b) You must:
 - (i) engage (or ensure your retailer engages) an AEMO registered metering provider to provide metering and, if required, AEMO registered metering data provider to provide metering data collection and processing;
 - (ii) ensure the metering provider and metering data provider have such access to the metering equipment as required to ensure this clause is complied with and they otherwise are able to discharge their obligations in accordance with the National Electricity Rules and all energy laws;
 - (iii) ensure interval data is provided to us from the metering equipment in accordance with the requirements of energy laws and otherwise in accordance with our reasonable requirements (including as specified in any engineering report);
 - (iv) ensure the accuracy of the metering installation forming part of the metering equipment complies with all energy laws and, if any error or inaccuracy is found, ensure that it is corrected as required by energy laws and to our reasonable satisfaction.
- (c) Where check metering is installed, then you must ensure we, the registered metering provider and the registered metering data provider are able to access, on terms reasonably satisfactory to us, the metering data from that check metering.

5. Safety and Technical Requirements

- (a) You must ensure the generating system and any electricity generated by the generating system (including variations in voltage and frequency) comply with all energy laws and with the following standards:
 - (i) the Australian Standards and other requirements listed in the “SA Power Networks Customer Guide to Large Embedded Generation Network Connection” (which guide is available online at www.sapowernetworks.com.au);
 - (ii) the SA Power Networks “Service and Installation Rules”; and
 - (iii) SA Power Networks Standards TS 132, TS 133 and TS 134;

The design and installation must comply with the version of the above standards and laws as in force at the time of installation. The operation and maintenance must comply with the version of the above standards as in force from time to time.

The laws relevant to the generating system may include the National Electricity Rules, ESCOSA (Essential Services Commission of South Australia) codes, including the Electricity Distribution Code and the *Electricity Act 1996* (and regulations under that Act).

- (b) You must notify us as soon as practicable if you fail to comply with a requirement of clause 5(a) or if you become aware your generating system otherwise does not comply with the requirements of this Schedule 3.

- (c) Where you fail to comply with any requirement of clause 5(a), then we may direct you to make such changes required to the generating system as we (acting reasonably) consider are required to address the failure and you must comply with such a direction.
- (d) Where there is an interruption (for any reason) in the supply of electricity to you or the receipt of electricity from you into the distribution system, then:
 - (i) you must comply with such directions as we give (acting reasonably) for the purpose of ensuring that interruption is carried out safely; and
 - (ii) you must ensure (to the extent the relevant matter is within your control) the protection and safe operation, shutdown and reconnection of the generating system.
- (e) You must ensure that at all times there is a nominated person(s) who may be contacted by us by telephone (24 hours a day, 7 days a week) in the event of emergencies and you must provide us the contact details for such person(s). A nominated person must be able to attend at the premises to assist address emergencies and other urgent situations.

6. Protection Systems

- (a) You must utilise electrical protection and control systems to ensure the operation of the generating system does not in any manner adversely impact the safety and integrity of the distribution system and must employ those systems to disconnect the generating system immediately and automatically in the event of:
 - (i) a fault of the generating system;
 - (ii) an abnormality on the distribution system resulting in voltage or frequency outside the normal operating limits at the connection point; or
 - (iii) an interruption in the ability of the distribution system to supply electricity at the connection point.
- (b) You must ensure relay systems are secured to prevent unauthorised alterations to the generating system's protection settings.
- (c) The protection settings you use for the generating system must be approved by us (and we will act reasonably in determining whether to give that approval).
- (d) You must not modify the protection settings of your protection equipment from those initially agreed and tested for compliance until we approve that modification. If you request such a modification we may elect to witness the application and testing of the protection systems following the application of the revised settings. You must reimburse us, at our standard rates, for the work associated with approval of the modified settings, including witness testing. Once the modification of the protection settings is completed you must provide to us the commissioning report which confirms the new protection settings which have been put in place
- (e) You acknowledge that failure by you to install and maintain in accordance with good electricity industry practice all or any part of the electrical protection and control systems referred to in clause 6(a) or failure of all or any part of those systems may result in damage to the property at the premises, the distribution system or the supply of electricity to the premises or other users of the distribution system.
- (f) You must indemnify us for, and hold us harmless against, any losses, costs, damages, expenses and liabilities that arise due to failure by you to install or maintain in accordance with good electricity industry practice all or any part of the electrical protection and control systems referred to in clause 6(a) or failure of all or any part of those systems.
- (g) You must test the electrical protection and control systems at such intervals as are required by good electricity industry practice and any ongoing compliance program developed by you and agreed between you and us.

7. Operation, Work and Approvals

- (a) You must operate and maintain the generating system in accordance with good industry practice and the terms of all approvals relating to the generating system.
- (b) If you (or a prior owner or occupier of the premises or the generating system) and we have agreed a set of "Joint Operating Protocols" document then you must comply with the operating protocols in that document.
- (c) You must inform us of any changes which occur to your personnel or contact details or operations which will require an update to the Joint Operating Protocols and co-operate as required by us to update the Joint Operating Protocols to reflect that change
- (d) You must:
 - (i) provide to us a copy of all government approvals (including without limitation registrations and licences) relating to the generating system;

- (ii) notify us as soon as practicable if there is a change to, including without limitation a revocation of, any such approval and provide to us a copy of the revised approval or document effecting the revocation; and
- (iii) notify us if you have reason to believe that an approval may be revoked and the revocation would have the effect that it would cease to be lawful for you to own and/or operate the generating system.

8. Modifications

- (a) If you cease to hold an exemption from the requirement to register as a “Generator” under the National Electricity Rules in respect of the generating system (such that the generating system is required to be registered) or cease to hold any exemption from ESCOSA (the Essential Services Commission of South Australia) in respect of the generating system, then we may require you to comply with such additional technical and safety requirements as we reasonably consider necessary to reflect the fact you are required to obtain such registration or cease to hold such exemption from ESCOSA.
- (b) You must notify us prior to making any modification to the generating system and not make that modification until we agree to it being made. We will not unreasonably withhold that agreement. However, if the proposed modification requires us (having regard to energy laws and good electricity industry practice) to modify the distribution system (including the connection point), we may notify you that you must make an application under the National Electricity Rules (or such other provisions of energy laws as may be relevant) before that change may be made. Further, there may be some modifications we will not agree to due to the requirements of energy laws and good electricity industry practice.
- (c) Without limiting clause 8(b), you must not make any;
 - (i) change to protection and control settings that may in any way impact the detection of faults or abnormal conditions or the time required to disconnect the generating system from the distribution system;
 - (ii) change that poses a threat to the safety or integrity of the distribution system; or
 - (iii) change that may affect the safety, quality, reliability or metering of the supply of electricity to the premises.
- (d) We will consider any request for our consent under clause 8(b) in accordance with the requirements of energy laws. We may, subject to energy laws, charge for our time for considering whether to grant that consent at the standard rates. Where we are required, by good electricity industry practice or energy laws, to consult with any other electricity industry participants in respect of the request, you must pay, or reimburse to us, any charges levied by those other electricity industry participants.
- (e) Where we consent to a modification being made to the generating system, you must comply with any conditions we reasonably impose as a condition of our consent to the making of that modification. Those conditions may include (without limitation) that you pay us at the standard rates for any review, inspection or testing we undertake in respect of the modification.
- (f) You may make the following modifications to the generating system without the requirement to obtain our consent:
 - (i) replacement of parts of the generating system with like for like replacements such that there is no change to the capacity or technical configuration of the generating system; and
 - (ii) replacement of an isolator/switch with an equivalent isolator/switch.
- (g) If:
 - (i) you wish to cease using the generating system; or
 - (ii) you are required by this contract to permanently disconnect the generating system (including where this contract ends),

then you must (and in the case of paragraph (g)(i) after having given 3 business days (or such longer period as we reasonably nominate given the size and complexity of your generating system) prior notice in writing to us) safely disconnect the generating system from the distribution system so that the generating system no longer receives or delivers electricity from or to the distribution system and no longer has any impact on the distribution system. You must comply with any conditions reasonably imposed by us as to the procedure to be followed and other conditions to be met in undertaking that disconnection. We may require that you pay us at the standard rates for any review, inspection or testing we undertake in respect of the disconnection and decommissioning.

9. Fault Reporting

- (a) You must notify us as soon as reasonably practicable if you become aware of any fault or irregularity in the generating system.

- (b) Where you notify us of a fault or irregularity or we otherwise become aware of a fault or irregularity, then we will undertake such investigation of the fault or irregularity as we consider appropriate having regard to good electricity industry practice and energy laws.
- (c) Where the fault or irregularity was caused by the generating system or by your failure to comply with this contract, then you must:
 - (i) take such steps in relation to the generating system as required to remedy the fault or irregularity and provide such evidence as we reasonably require to substantiate that such steps have been successfully taken; and
 - (ii) pay our charges (at the standard rates) for investigating the fault or irregularity, for taking any steps in respect of the distribution system due to the fault or irregularity and for any review we undertake of the steps you take to remedy the fault or irregularity.

10. Record Keeping, Inspection and Testing

- (a) You must keep adequate records in accordance with good electricity industry practice of all inspections, testing and maintenance undertaken with regard to the generating system and provide these to us for inspection upon request.
- (b) You must carry out such inspection and testing of the generating system (including its protection systems) as we reasonably require (whether because of a fault or incident which has arisen in respect of the generating system or otherwise).
- (c) You must give us as much notice as is reasonably practicable of any inspection or testing under clause 10(b).
- (d) Any inspection or testing under clause 10(b) must be carried out in the presence of our representative if required by us.
- (e) Where inspection or testing under clause 10(b) is required because of a fault or irregularity in the generating system, because of a direction given by a relevant authority or because of your failure to comply with this contract, then you must pay our charges, at the standard rates, for attending such inspection or testing.
- (f) If as a result of an inspection or testing carried out by you or any other person, whether under this contract or otherwise, it is identified that there is a lack of functionality of the safety or technical features of a generating system or the generating system is otherwise having an adverse effect on the supply of electricity from or integrity of the distribution system, then you must:
 - (i) disconnect the generating system as required by clause 6.6(q); and
 - (ii) notify us immediately of the concerns with the generating system; and
 - (iii) provide us with such information as we request in respect of the generating system, including to enable us to assess its potential impact upon the distribution system; and
 - (iv) not reconnect, or arrange for the reconnection of, the generating system to the distribution system until the required functionality has been restored or issue caused by the generating system has otherwise been addressed; and
 - (v) provide to us a copy of the results of the inspection and testing.

11. Disconnection

Subject to and to the extent permitted by applicable law, we may immediately proceed to disconnect the generating system from the distribution system:

- (a) where you fail to comply with this contract (including a failure to comply with the Maximum Export Limit under clause 3), and such failure threatens the integrity or reliability of the generating system or the distribution system or inhibits our ability to operate and maintain the distribution system and comply with our obligations under energy laws, provided such failure is not remedied by you within 3 days of notice from us (or such greater period of notice as is required by law);
- (b) where you commit any other breach of this Schedule 3 (to a breach referred to in clause 11(a)) and you fail to remedy that breach within 30 days of notice from us;
- (c) where you commit any intentional unlawful act in respect of the generating system or the distribution system;
- (d) where required due to health and safety reasons;
- (e) to manage or address an emergency;
- (f) where required by a direction of a relevant authority;

- (g) where required or permitted to do so by any energy law;
- (h) if it ceases to be lawful for you to own or operate the generating system; or
- (i) if you fail to comply with clause 4.2(c) of the contract.

12. Implementing Disconnection

- (a) We will comply with the provisions of energy laws when we disconnect the generating system.
- (b) You must comply with any directions given by us to enable us to disconnect the generating system in accordance with this clause 12 or where the premises or generating system are being disconnected under another provision of this contract.
- (c) Where we disconnect the generating system whether under this Schedule 3 or where the premises are (or the connection point used by the generating system is) disconnected under another provision of this contract, you must ensure the protection and the safe operation and shutdown of the generating system.
- (d) Prior to us accessing the generating system to implement disconnection we may issue a “permission denied signal” preventing connection of your generating system to the distribution system. If we issue such a signal, you must not use the generating system until it has been disconnected from the distribution system and then reconnected with our approval or until we revoke the signal.
- (e) Where the reason for the disconnection of the generating system was your failure to comply with this contract or failure to comply with an energy law or another wrongful act or omission by you, then you must, subject to energy laws, pay us at the standard rates, for the time spent undertaking the disconnection (or if energy laws require us to charge on some other basis for disconnection, then on that other basis).
- (f) If we disconnect the generating system, we will give you such notice as required by energy laws or, where energy laws do not set out any notification requirements, then we will give you notice as soon as reasonably practicable after we make the decision to disconnect the generating system (which, to avoid doubt, may be after the disconnection has occurred).

13. Reconnection

- (a) Where the reason for the disconnection was your failure to comply with this contract or failure to comply with an energy law or another wrongful act or omission, then we will reconnect the generating system if:
 - (i) within 10 days of the disconnection you remedy (to our reasonable satisfaction) the matter which led to the disconnection; and
 - (ii) you pay the applicable reconnection charge (as notified to you by us).
- (b) Where the reason for the disconnection was an instruction given to us by your retailer to effect such disconnection, then we will reconnect the generating system if instructed to do so by the retailer, provided you pay the applicable reconnection charge (as notified to you by us).
- (c) Where the reason for the disconnection was any other matter (to that referred to in clause 13(a) or clause 13(b)), then we will reconnect the generating system (or if applicable revoke the permission denied signal) as soon as reasonably practicable after the matter requiring the disconnection has been addressed such that disconnection is no longer required. In determining what is “as soon as reasonably practicable” regard is to be had to the fact that where a matter affects a large number of premises, then we will need to prioritise, in such manner as we (acting reasonably) consider appropriate having regard to energy laws and our contractual obligations, the undertaking of the reconnection.
- (d) You must ensure that we have such access to the premises as is required by us to arrange for the reconnection of the generating system and must comply with any reasonable directions given by us to enable us to undertake that reconnection. To the extent the matter is within your control, you must ensure the safe undertaking of that reconnection.

14. Application of clause 13

The rights of disconnection in clause 11 are in addition to the rights in clause 12 of the body of the contract and the rights of interruption in clauses 6.6 and 10 of the body of the contract. Clauses 11 to 13 only apply to disconnection and reconnection of the generating system and not to the premises generally.

15. Generating system Ownership and Sale of Output

- (a) You warrant to us that except where we have given a consent under clause 15(b) you are the sole owner of the generating system.
- (b) You must not permit any other person to acquire a proprietary interest in the generating system without our prior written consent, which consent will not be unreasonably delayed or withheld. Without limiting the conditions we

may impose as a condition of giving that consent, those conditions may include that a person acquiring an interest in the generating system executes such documents (in a form satisfactory to us) as required to make them party to this contract.

- (c) Where you enter into any arrangement under which you permit a person to sell or otherwise deal with the electrical output of the generating system (including into the National Electricity Market), then you must ensure that person enters into a deed with us. The terms of that deed must be satisfactory to us and provide that, to the extent permitted by law, that person agrees that we have no liability to them if for any reason, including our wrongful act or omission, they are unable to sell or otherwise deal with all or part of the electrical output (or what would, but for the act or omission, have been the available electrical output) of the generating system (including because of any constraint on the ability of the generating system to deliver electricity into the distribution system, any damage to the generating system or any other matter).
- (d) Where a person referred to in clause 15(c) is not party to a deed of the type referred to in that clause, then you must indemnify and keep us indemnified and held harmless against all costs, expenses, damages, losses or liabilities we incur or suffer because of claims by that person against us (including due to our wrongful act or omission) related to or in connection with them being unable to sell or otherwise deal with all or part of the electrical output (or what would, but for the act or omission, have been the available electrical output) of the generating system (including because of any constraint on the ability of the generating system to deliver electricity into the distribution system, any damage to the generating system or any other matter).
- (e) Without limiting clause 15(b) you must not sell, lease or otherwise transfer ownership of that part of your premises on which the generating system is located without giving us 15 business days prior notice to enable us to establish the necessary dialogue with the new owner of the premises to ensure we have in place the procedures to monitor the ongoing safety and integrity of the interaction of the generating system with our distribution system.
- (f) Clause 15(c) does not apply to an arrangement under which you sell to your retailer the electricity generated by your generating system.

16. No Waiver

No failure by us at a given time to enforce compliance with the requirements of this contract (including without limitation this Schedule 3) constitutes a waiver by us of your obligation to comply with this contract. At all times you remain responsible for ensuring you comply with the requirements of this contract.