



**MODEL STANDING OFFER –
TERMS & CONDITIONS FOR BASIC CONNECTION
SERVICES FOR RETAIL CUSTOMERS WHO ARE
SMALL GENERATORS
3602**

SA Power Networks
www.sapowernetworks.com.au

SA POWER NETWORKS

MODEL STANDING OFFER – TERMS AND CONDITIONS FOR BASIC CONNECTION SERVICES FOR RETAIL CUSTOMERS WHO ARE SMALL GENERATORS

INTRODUCTION

This Introduction, together with Parts A, B and C and Attachments 1, 2 and 3, together form the '**terms and conditions**' that relate to the provision of **SA Power Networks small generator basic connection services** (which are the services referred to in Part A and described in Attachment 1 at the back of these **terms and conditions**). More information about **SA Power Networks small generator basic connection services**, and other matters, is on our website at www.sapowernetworks.com.au.

In these **terms and conditions**:

- the meaning of words appearing like **this**, as well as some other definitions, are explained in clause 2 of Part B;
- references to 'we', 'us' or 'our', are references to **SA Power Networks**; and
- references to 'you' or 'your', are references to the **retail customer** by whom, or on whose behalf, your **connection application** for a **SA Power Networks small generator basic connection service** was made.

These terms and conditions APPLY as part of a contract between you and us for the provision of a **SA Power Networks small generator basic connection service** where:

- (a) we have received a properly completed **connection application** from you; and
- (b) we are satisfied that the **connection application** is for a **SA Power Networks small generator basic connection service**; and

in your **connection application** EITHER:

- (c) you, or your agent, requested an expedited **connection** and indicated acceptance of these **terms and conditions**, and we did not advise you within 10 **business days** of receiving your **connection application** that a **SA Power Networks small generator basic connection service** is not the appropriate **connection service**; or
- (d) you did not request an expedited **connection**, so we made a written **connection offer** to provide you with a **SA Power Networks small generator basic connection service** in accordance with these **terms and conditions**, and that **connection offer** has been properly accepted by you.

These terms and conditions DO NOT APPLY:

- To the connection of your **premises** to our electricity distribution system, or the supply of electricity to those **premises**. (Those are matters that are dealt with in separate contracts with us which is available on our website <http://www.sapowernetworks.com.au/centric/customers/necfconnections/necfresidentialconnections.jsp>.) Alternatively, you can contact us for a hard copy of the contracts. **OR**
- To the sale of electricity to your **premises**. That is dealt with in a contract between you and your electricity retailer. We are not an electricity retailer.

PART A – THE SA POWER NETWORKS SMALL GENERATOR BASIC CONNECTION SERVICES AND THE CONNECTION CHARGES PAYABLE FOR THEM

What are the SA Power Networks small generator basic connection services?

The services that we provide under these **terms and conditions** are described in Attachment 1 at the back of these **terms and conditions**.

The contract provides you with approval (subject to the terms and conditions of this contract) to export electrical energy into our distribution system. This does not mean that you will be able to always export energy into our distribution system, or on a particular day or days.

What are the Connection Charges payable for SA Power Networks small generator basic connection services, and are there any other charges that may be payable?

The amount of the **connection charges** for each of the **SA Power Networks Utilities small generator basic connection services**, or the way in which those charges are calculated, is set out in the *SA Power Networks' Network Connections and Ancillary services Manual 18*.

You will find that Manual on our website at

http://www.sapowernetworks.com.au/centric/industry/our_network/network_tariffs.jsp.

In some circumstances, you may also be required to pay charges to us that are not **connection charges**. Those circumstances, and details of those charges, are referred to in Attachment 2 at the back of these **terms and conditions**.

1. The Contract between you and us

- (a) The contract that exists between you and us in the circumstances described on the first page under the heading 'Introduction', is referred to in these **terms and conditions** as the '**contract**'.
- (b) The **contract** consists of:
 - (i) your **connection application**, these **terms and conditions**, and any other documents or materials referred to by us in your **connection application** or in these **terms and conditions**; and
 - (ii) if you did not request an expedited **connection**, it also consists of the offer that we made to you and your acceptance of that offer.

2. Definitions

- (a) Any words appearing like **this** in these **terms and conditions**:
 - (i) which are given meanings in clause 2(b) below, have those same meanings; or
 - (ii) which are not given meanings in clause 2(b) below, have the same meanings as they have in the National Electricity Rules. You can find those rules at www.aemc.gov.au/Electricity/National-Electricity-Rules/Current-Rules.html.

- (b) In these **terms and conditions**:

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

Consequential Loss is defined in clause 6.3.

contract is defined in clause 1.

DER generation information means information about your small embedded generator that you are required to provide to us to comply with our regulatory obligations. See [AEMO DER Register Information Guideline](#).

force majeure event means any event or circumstance whatsoever that is outside our control, and includes any act or omission of our subcontractors.

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

Ongoing Connection & Supply Contract is defined in clause 6.2(a)(ii).

premises means the premises described in your **connection application**.

SA Power Networks means 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.

SA Power Networks small generator basic connection service means a **basic micro EG connection service** of a type referred to in Part A and described in Attachment 1 which relates to a **small generator** of not greater than 10 kVA per phase, nor 30 kVA in total. Please see clause 4.2 for the export limit.

small generator means an **embedded generating unit** of the kind contemplated by Australian Standard AS/NZS4777 (Grid connection of energy systems via inverters).

terms and conditions is defined in the "Introduction" section on page one.

3. Term of the *contract*

3.1 When does the *contract* start?

- (a) If the **contract** is formed by the process described in paragraphs (a), (b) and (c) on the first page under the heading 'Introduction', it starts on the date that we receive your properly completed **connection application**.
- (b) If the **contract** is formed by the process described in paragraphs (a), (b) and (d) on the first page under the heading 'Introduction', it starts on the date that we receive your acceptance of our **connection offer** to provide you with a **SA Power Networks small generator basic connection service** to be determined by us under clause 4.1(b).

3.2 When does the *contract* end?

The **contract** ends on the date the **contract** is terminated in accordance with these **terms and conditions**.

4. What we will do under the *contract*

4.1 Provide a *SA Power Networks small generator basic connection service*

- (a) Under the **contract**, we agree to provide you with the **SA Power Networks small generator basic connection service** determined by us under clause 4.1(b), unless:
 - (i) we exercise a right we have under a clause in these **terms and conditions** to not provide that service; or
 - (ii) we are required by any applicable law, or exercise a right we have under any applicable law, to not provide that service.
- (b) The particular **SA Power Networks small generator basic connection service** that we will provide, is the **SA Power Networks small generator basic connection service** that we, in our absolute discretion (but acting reasonably), consider to be the most appropriate in the circumstances. If we become aware that a **SA Power Networks small generator basic connection service** is not the appropriate **connection service** for you, then we will advise you of that within 10 **business days** after receiving your completed **connection application** and will negotiate with you the terms on which we will provide a **connection service**.

4.2 The nature of the *connection* we will provide

- (a) Attachment 1 at the back of these **terms and conditions** sets out the **SA Power Networks small generator basic connection service** that we will provide.
- (b) The maximum generation capacity of the **connection** for a **SA Power Networks small generator basic connection service**, is 10 kVA per phase or 5kVA for a 19kV SWER (Single Wire Earth Return) system.
- (c) Our 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 a traditional generation area to an advanced generation area.
- (d) Generally the maximum amount of electricity which may be exported from premises in traditional generation areas in aggregate into our distribution system is 5 kW per phase. The **small generators** on your **premises** must be configured with an appropriate limiting mechanism to ensure that in aggregate not more than this amount of electricity is exported into our distribution system.
- (e) If you are in an advanced generation area, paragraph (d) above does not apply to your **premises** and you may instead elect for your **premises** to be classified as either fixed export or flexible export. You may do this as part of your **connection application** and if you do not make an election then your **premises**

will be classified as fixed export. Paragraphs (g) to (m) below apply to **premises** in advanced generation areas. The export limits are:

- (i) for fixed export limit – 1.5kW per phase; and
 - (ii) for flexible export limit - as determined by us from time to time under paragraph (k) below having regard to the location of your **premises** but never exceeding the maximum export limit referenced in paragraph (k).
- (f) The actual maximum amount of electricity which may be exported from your specific **premises** (however they are classified) may be less than the amounts of 5 kW per phase and 10 kW per phase referred to in paragraphs (d) and (e) . This is because the amount of electricity which may be exported from your **premises** will depend upon various factors including the location of the **premises**, the number of **small generators** already connected within the area in which your **premises** is located, the capacity of our distribution system and safety and technical factors impacting the distribution system.
- (g) You may at any time request us to change the classification of your **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 your **small generator** satisfies the requirements for flexible export. However, 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 our distribution system).
- (h) We may change the classification of your **premises** by notice to you if we consider this is required to preserve the safety, stability and integrity of our distribution system, if required by law or direction of a regulator or government authority (including without limitation AEMO or a Minister) or if we discontinue application of our flexible exports program to **small generators**.
- (i) Despite your **premises** being classified as flexible export, it will be classified as fixed export during any period in which we are unable to communicate with a **small generator** at the **premises** as required to regulate its output.
- (j) For such period as your **premises** is classified as fixed export you may not export electricity above the fixed export limit specified in (e)(i).
- (k) For such period as your **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.
- (l) You must ensure your **small generator** 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 to in order to provide and implement directions that relate to export limits in advanced generation areas.
- (m) 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.
- (n) If you transfer ownership of your **premises** then the **premises** will be reclassified as fixed export (if currently classified as flexible export).
- (o) We may use any interface with your **small generator** or **premises** to receive data about your **small generator** 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 generator** and its operation on our distribution system.
- (p) No reference in this clause 4.2 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 or curtail your ability to export from time to time so as to, amongst other things, preserve the stability of our distribution electricity.

4.3 When we will start and finish the *SA Power Networks small generator basic connection service*

(a) We will:

- (i) start providing the relevant ***SA Power Networks small generator basic connection service*** to you; and
- (ii) complete that service,

within the timeframes we agree with you or, in the absence of such an agreement, within the timeframes (if any) set down by the ***energy laws***, provided you have met all of your obligations under the ***contract***.

(b) If no such timeframes are agreed with you or set down by the ***energy laws***, then we will:

- (i) start providing the relevant ***SA Power Networks small generator basic connection service***; and
- (ii) complete that service,

as soon as reasonably practicable after the date the ***contract*** starts, but after first taking into account our prior commitments to other customers, and provided you have met all of your obligations under the ***contract***.

(c) Despite clauses 4.3(a) and 4.3(b), we will have the right to delay the commencement, or completion, of a ***SA Power Networks small generator basic connection service***:

- (i) if we have entered into a contract with you under which we have agreed to connect your ***premises*** to our distribution system but we have not yet carried out that work, until such time as we are able to carry out that work; or
- (ii) due to a ***force majeure event***, for as long as that event continues.

(d) Again, despite clauses 4.3(a) and 4.3(b), if, at any time after the ***contract*** starts, we become aware of any information or circumstance which, had we known of it before the ***contract*** was created, would have resulted in us not entering into the ***contract*** with you, then we will be entitled to take such reasonable actions as we consider to be appropriate in the circumstances.

For example, if we discover that information provided in your ***connection application*** is incorrect in a material respect, or if we carry out a physical inspection at your ***premises*** and discover unexpected things that will negatively impact upon the work we need to do, then we might postpone work that we have agreed to do under the ***contract*** until you have provided us with the correct information, or until such action that we may reasonably require has been taken by you (or, if we so choose, by us) to satisfactorily deal with those unexpected things.

4.4 Other things we will do

In addition to the actions described above in this clause 4, we also agree to:

- (a) meet our other obligations set out in the ***contract***; and
- (b) comply with the ***energy laws***.

5. What you must do before we will provide a *SA Power Networks small generator basic connection service*

5.1 Provide us with all information we need

- (a) You must give us:
- (i) all information about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any aspect of any **SA Power Networks small generator basic connection service** or the **premises**, as early as possible before we commence a **SA Power Networks small generator basic connection service**;
 - (ii) all the **DER generation information** for your **small generator**; and
 - (iii) all other information that we may reasonably require at any time for the purposes of the **contract**.
- (b) You must also notify us immediately if:
- (i) any information that you have previously provided to us is no longer accurate in any respect; or
 - (ii) you become aware of any matter or thing that might affect in any way:
 - (A) the nature, cost or timing of any aspect of the **SA Power Networks small generator basic connection service** that we are to provide under the **contract**; or
 - (B) anything else we are required to do under the **contract**.
- (c) All information you give us must be correct, and you must not mislead or deceive us in relation to any information provided to us.

5.2 Carry out preliminary work and satisfy pre-conditions

- (a) We will not be required to start a **SA Power Networks small generator basic connection service** for you unless you have first had your **small generator** installed by a licensed electrical contractor lawfully permitted to do such work and:
- (i) properly carried out the preliminary work (if any) at or near the **premises** that we require to be carried out before we will perform the relevant **SA Power Networks small generator basic connection service**; and
 - (ii) satisfied each other pre-condition required to be satisfied before we will perform a **SA Power Networks small generator basic connection service**.
- (b) The preliminary work that must be carried out by you, or on your behalf, and the pre-conditions that you must satisfy, are described in Part C.

5.3 Ensure we are given safe and unhindered access to the **premises** and surrounding land, protect our equipment, etc

- (a) You must allow us, and our authorised representatives and subcontractors to have access to the **premises**, the surrounding land and all improvements on the land at all times we require so that we can:
- (i) carry out an inspection (if we choose to do one), including in relation to your electrical installations to determine load classifications and to ensure they are safe to connect, or reconnect, your **small generator**;
 - (ii) install, repair, remove electricity meters, control apparatus and other electrical installations associated with your **small generator**;
 - (iii) disconnect the **small generator** for safety or due to your non-compliance with the **contract**; and
 - (iv) otherwise provide a **SA Power Networks small generator basic connection service**.

The access you provide must be safe and unhindered, and includes you taking all appropriate action to prevent menacing or attack by animals whenever we, our authorised representatives or subcontractors attend at, or near, the **premises**. If you do not provide such access, we will not be required to provide a **SA Power Networks small generator basic connection service**.

- (b) If we require it, you must accommodate at your **premises** and protect from harm, any items or equipment that we or our subcontractors install in order to provide you with a **SA Power Networks small generator basic connection service**.

5.4 Compliance with safety and technical requirements and our Service Installation Rules generally

- (a) You must ensure that all work in relation to the electrical installation at the **premises** must be, or must have been, carried out by an appropriately licensed electrical contractor. You must ensure your licensed electrical contractor has authority (granted by you) to liaise with us in relation to installation of the **small generator** (including agree to any technical requirements we specify) and, unless you have (or will have) otherwise personally appointed a relevant agent, appoint a relevant agent (as defined in the *Electricity (General) Regulations 2012*).
- (b) You, and the licensed electrical contractor engaged by you, must comply with:
 - (i) the requirements of Australian Standard AS/NZS 3000 – Wiring Rules, and Australian Standard AS/NZ 3008 – Electrical Installations: Selection of Cables;
 - (ii) those parts of our Service Installation Rules that apply in relation to a **SA Power Networks small generator basic connection service**, including all those parts which describe, or set out, our safety and technical requirements;
 - (iii) the technical requirements set out in the Electricity Act 1996 and associated regulations made under that Act; and
 - (iv) any reasonable requirement we make in relation to the installation of additional equipment on, or in connection with, your **small generator** that we specify as necessary to ensure the safe and reliable operation of our electricity distribution system.
- (c) We will not be required to provide a **SA Power Networks small generator basic connection service** unless you comply fully with the requirements of clause 5.4(a).
- (d) Our Service Installation Rules are located on our website at http://www.sapowernetworks.com.au/centric/industry/contractors_and_designers/service_and_installation_rules.jsp, and may be amended by us from time to time.

5.5 Your ongoing responsibilities while your *small generator* remains connected

For as long as the **small generator** remains connected to our distribution system at the **premises** you must:

- (a) ensure that the **small generator** complies with the requirements of Australian Standard AS/NZS 4777 (Grid connection of energy systems via inverters), and that the **small generator** and all related equipment essential to the function of that electricity generating unit as a single entity, is connected in accordance with Australian Standard AS/NZ 3000 (Wiring Rules)
- (b) ensure that there is installed and operational at all times, equipment that will automatically disconnect the **small generator** if, at any time, electricity in excess of 258 volts is generated by the **small generator**;
- (c) ensure the **small generator** is inspected and maintained in accordance with the manufacturer's instructions and specifications by an appropriately qualified person, with a view to ensuring that it remains safe and functional;
- (d) if there are no applicable manufacturer's instructions and specifications for the purposes of clause 5.5(c), ensure the **small generator** is inspected and maintained by an appropriately qualified person:
 - (i) within at least 5 years after the date of its installation; and

- (ii) within at least 5 years after each previous inspection;
- (e) if the result of an inspection carried out in accordance with clause 5.5(c) or clause 5.5(d) is that there is a lack of functionality of the safety features of the **small generator**:
 - (i) immediately disconnect, or arrange for the disconnection of, the **small generator** from our distribution system; and
 - (ii) not reconnect, or arrange for the reconnection of, the **small generator** to our distribution system until the lack of functionality has been rectified;
- (f) provide us, upon request with the results of any inspections carried out in accordance with clause 5.5(c) or clause 5.5(d);
- (g) comply with all reasonable directions we give you regarding the maintenance and inspection of the **small generator**;
- (h) ensure that any electrical work performed on or in relation to the **small generator** is undertaken by an electrical contractor licensed pursuant to the Plumbers, Gas Fitters and Electricians Act (SA) 1995 and lawfully permitted to do such work, and make a copy of any relevant certificates of compliance available to us (if we require them);
- (i) seek our approval in writing prior to altering the **small generator** so that we can assess the ability of our distribution system, and your connection to our distribution system, to meet any additional requirements arising from that alteration;
- (j) ensure that any component of the **small generator** that is replaced at any time, is compliant with the requirements of the **contract**;
- (k) ensure that the **small generator** complies with the additional technical and operating requirements set out in Attachment 3 at the back of these **terms and conditions**;
- (l) comply with any reasonable requirement we make in relation to the installation of additional equipment on or in connection with the **small generator** that we may specify as being necessary to ensure the safe and reliable operation of our distribution system;
- (m) comply with any directions we give you from time to time to constrain or limit the output of, or allow us to temporarily disconnect and then reconnect, the **small generator** which directions we consider, acting reasonably, are required:
 - (i) to preserve the safety, stability and integrity of our distribution system (including having regard to constraints affecting the distribution system);
 - (ii) to ensure compliance with the export limits applicable to the **small generator**;
 - (iii) to comply with any direction you or we receive from a government or regulatory authority (including without limitation AEMO and any Minister),

and facilitate us giving effect to any such directions.

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 such directions.

(n)

5.6 Requirements relating to the export of electricity into our electricity distribution system

- (a) In order for you to have the ability to export electricity into our distribution system from the **premises**, you must have installed at your **premises**, at all times, an electricity meter which measures both the import and export of electricity.

- (b) The connection of the **small generator** to our distribution system at your **premises** 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:
- (i) we are unable to, and do not, represent, warrant or guarantee that you, or any person who subsequently acquires the **small generator**, will be able to export electricity into our distribution system at any time; and
 - (ii) such fluctuations or interruptions may damage the **small generator** or cause it to malfunction.
- (c) You release and forever discharge us from and against any loss, cost, damage, expense or liability that you may incur which arises out of, or in relation to any:
- (i) inability to export electricity into our distribution system at any time; and
 - (ii) malfunction of, or any damage to, the **small generator** that arises out of, or in relation to, any fluctuations or interruptions from time to time in the connection of the **small generator** to our distribution system, except where that malfunction or damage is caused by our negligence or bad faith.
- (d) You agree to indemnify us on demand and hold us harmless from and against any loss, cost, damage, expense or liability that you incur and which, despite clause 5.6(b) or clause 5.6(c), you seek to, or do, recover from us.
- 5.7** Pay the *connection charges* (if any) for the **SA Power Networks small generator basic connection service**, and pay any other applicable charges
- (a) We will send a single invoice for the entire amount of the **connection charges** for the **SA Power Networks small generator basic connection service** that we provide under the **contract**.
 - (b) If we send the invoice to you, you must pay the full amount of the **connection charges** within 30 days after the date of the invoice. The invoice will explain the different ways in which you can make that payment to us.
 - (c) If we send the invoice for the **connection charges** to your electricity retailer, the retailer may recover those charges from you.
 - (d) Part A describes where you will find the amount of the **connection charges** that apply to each **SA Power Networks small generator basic connection service**, or how those **connection charges** are calculated.
 - (e) Attachment 2 at the back of these **terms and conditions** describes other charges (and where you will find the amount of them) that we are entitled to charge, and the circumstances in which they will be payable by you. If any of those charges are payable by you, we will send you an invoice for the amount payable and you must pay that amount to us in full by the date required on that invoice.
 - (f) If you do not pay the full amount of:
 - (i) the **connection charges** within 30 days after the date of our invoice; or
 - (ii) any additional charges that we invoice you for under clause 5.7(e) by the date required on the invoice,then, in addition to the relevant amount payable, you agree to pay to us (on demand) an amount equal to all of the costs and expenses that we incur in seeking, and/or recovering, payment from you.

6. Our liability

6.1 How these terms operate with the Competition and Consumer Act, etc

- (a) The Competition and Consumer Act 2010 and some other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.
- (b) Unless one of those laws requires it, we give no condition, warranty, guarantee or undertaking, and we make no representation to you, regarding any matter including as to:
 - (i) the connection of the **small generator** to our distribution system;
 - (ii) the condition or suitability of electricity or a **SA Power Networks small generator basic connection service**; or
 - (iii) the quality, fitness or safety of electricity or a **SA Power Networks small generator basic connection service**,
 other than those set out in the **contract**.
- (c) Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
 - (i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - (ii) in the case of goods, 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.
- (d) We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.
- (e) Sections 119 and 120 of the National Electricity Law, section 316 of the National Energy Retail Law, and any other limitations of liability or immunities granted under electricity legislation, are not limited in their operation or application by anything contained in the **contract**.

6.2 Our liability in relation to electricity supply issues

You acknowledge and agree that:

- (a) as explained above under the heading 'Introduction':
 - (i) the **contract** does not apply to the ongoing connection of your **premises** to our electricity distribution system or to the supply of electricity to those **premises**; and
 - (ii) the ongoing connection of your **premises** to our electricity distribution system and the supply of electricity to those **premises**, are governed by a separate contract that you have with us (**Ongoing Connection & Supply Contract**); and, accordingly
- (b) the liability (if any) that we may have to you in relation to any losses you may suffer because of:
 - (i) problems with the quality of supply of electricity to your **premises** (such as power surges and drops); or
 - (ii) interruptions to or failures of the supply of electricity to your **premises**; or
 - (iii) problems with the ongoing connection of your **premises** to our electricity distribution system; or
 - (iv) any other matter that is the subject of, or is dealt with by, the **Ongoing Connection & Supply Contract**,

is governed solely by the **Ongoing Connection & Supply Contract**, and we will not have any liability to you under the **contract** in relation to any of those matters.

6.3 No liability by us for indirect or consequential losses

To the maximum extent permitted by law, and despite any other provision of the **contract** (except for clause 6.2(b)), we are not liable to you or anyone else for any:

- (a) loss of production, revenue, profit, business, goodwill, opportunity, contract, or anticipated savings, or any loss or corruption of data or loss of privacy of communications; or
- (b) indirect, special or consequential loss, cost, damage, or expense,

(**Consequential Loss**) that arises because of any act or omission by us or our authorised representatives or subcontractors in carrying out, or failing to carry out, a **SA Power Networks small generator basic connection service** or any other obligation of ours under the **contract**.

6.4 No liability by us for solar schemes

Without limiting clause 6.1 or clause 6.3, you acknowledge and agree that we are unable to, and do not, represent, warrant or guarantee:

- (a) your eligibility, or lack of eligibility; or
- (b) the eligibility, or lack of eligibility, of any person who subsequently acquires the **small generator**,

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 **small generators** (including the South Australian solar feed-in tariff scheme), and that we have no responsibility or liability in relation to any such schemes.

6.5 Survival

This clause 6 survives the expiration, or termination, of the **contract**.

7. Your liability

7.1 Matters for which you are liable to us

You agree to indemnify us on demand and hold us harmless against all liabilities or claims for any loss or damage to us or third parties, any death or injuries to any person, and all liabilities or claims which we may incur to any third party arising out of:

- (a) the operation of the **small generator**;
- (b) any representation or promise made by you, or on your behalf, to any person who acquires the **small generator**, as to that person's eligibility, or lack of eligibility, for, or the amount of, any rebates, tariffs or other benefits payable or allowable under any South Australian or national scheme relating to **small generator** (including the South Australian solar feed-in tariff scheme);
- (c) the use of electricity which has passed from our distribution system beyond the point of your connection to our distribution system;
- (d) you or your employees', agents' or contractors' failure to comply with any of your obligations under the **contract**; or
- (e) you or your employees', agents' or contractors' negligent or reckless acts or omissions.

7.2 No liability by you for indirect or consequential losses

- (a) Subject to clause 7.2(b), but despite any other provision of the **contract**, you are not liable to us for any Consequential Loss that arises because of any act or omission by you in relation to a **SA Power Networks small generator basic connection service** or any other obligation of yours under the **contract**.

- (b) You are liable to us for any **Consequential Loss** that arises as a result of you failing to comply with any of your obligations under clause 5.5.

8. Disconnection of the *small generator*

We may disconnect or you must disconnect at our direction the **small generator** from our distribution system:

- (a) if, at any time, electricity in excess of 258 volts is generated by the **small generator**; or
- (b) if you breach a provision of the **contract** and:
 - (i) 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
 - (ii) if we consider the breach is not capable of being remedied and we consider the breach to represent a hazard or risk to the distribution system, our employees, or any other person; or
- (c) if we are entitled, or required to do so, under any applicable law or direction of a regulator or other government authority (including without limitation AEMO or a Minister).
- (d) where this is required to maintain quality, safety, reliability and security of supply or the safety, reliability and security of the distribution system;

9. Termination of the **contract**

The **contract** may be terminated by us:

- (a) if you breach a provision of the **contract**, we consider that breach is capable of being remedied, and you do not remedy that breach within **7 business days** of receiving written notice from us requiring you to do so; or
- (b) if you breach a provision of the **contract**, we consider that breach is not capable of being remedied, and we consider the breach to represent a hazard or risk to our distribution system; or
- (c) if a third party acquires the **small generator** from you.

10. Complaints and dispute resolution

- (a) If you have a complaint relating to the **contract**, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) Our standard complaints and dispute resolution procedures are published on our website at <https://www.sapowernetworks.com.au/public/download.jsp?id=311874>.

11. General

11.1 Our obligations

- (a) Some obligations placed on us under the **contract** may be carried out by another person.
- (b) If an obligation is placed on us to do something under the **contract**, then:
 - (i) we are taken to have complied with the obligation if another person does it on our behalf; and
 - (ii) if an obligation is not complied with, we are still liable to you for the failure to comply with that obligation.

11.2 GST

- (a) The amount payable for a **SA Power Networks small generator basic connection service** and any other amounts payable under the **contract**, may be stated to be exclusive or inclusive of **GST**. Clause 11.2(b) applies unless an amount payable under the **contract** is stated to include **GST**.
- (b) Where an amount paid by you or by us under the **contract** is payment for a 'taxable supply' as defined for **GST** purposes then, 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.

11.3 Privacy of personal information

- (a) We will comply with all relevant privacy legislation in relation to your personal information.
- (b) You can find a summary of our privacy policy on our website.
- (c) If you have any questions, you can contact our Customer & Community Group, the contact details of which can be found on our website at:
[Contact us - SA Power Networks](https://www.sapowernetworks.com.au/contact-us/) <https://www.sapowernetworks.com.au/contact-us/>.

11.4 Notices

- (a) Unless any part of the **contract** states otherwise (for example, where phone calls are allowed), all notices in relation to the **contract** must be sent in writing.
- (b) We can send notices to you at the address set out in your **connection application** or at the most recent address that we have for you.
- (c) If a notice is sent by post, we can assume that you received the notice on the second **business day** after it was sent by us.

11.5 Accrued rights and obligations

Rights and obligations that accrued before the end (or earlier termination) of the **contract**, continue despite the end (or earlier termination) of the **contract**.

11.6 Applicable law

The laws of South Australia govern the **contract**.

PART C – PRELIMINARY WORKS AND OTHER PRE-CONDITIONS THAT MUST BE SATISFIED BY YOU FOR A SA POWER NETWORKS SMALL GENERATOR BASIC CONNECTION SERVICE TO BE PROVIDED

You must satisfy the following pre-conditions:

- (a) either:
 - (i) your **premises** must already be connected to our distribution system; or
 - (ii) there must be a contract in existence between you and us under which we have agreed that we will connect your **premises** to our distribution system;
- (b) you must have engaged an accredited installer (full or provisional) for the design and installation of the **small generator** (where an 'accredited installer' is a person who holds a Clean Energy Council accreditation which covers competence in design and/or installation of **small generators**);
- (c) you must not have any outstanding debts to us relating to the **premises** or to any other premises (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been agreed with us);
- (d) your **small generator** must comply with the requirements of Australian Standard AS/NZS 4777 (Grid connection of energy systems via inverters) as in force from time to time and Service Installation Rules and associated approved documents, and have been connected in accordance with Australian Standard AS/NZ 3000 – Wiring Rules;
- (e) you must have completed (and we must have approved) any additional documentation that we require that applies to the connection of a **small generator**, including an 'Application for SEG Approval Reference Number';
- (f) any electrical work performed on, or in relation to, your **small generator** must have been undertaken by a licensed electrical contractor lawfully permitted to do such work, and you must have made a copy of all relevant certificates of compliance available to us (if we require them);
- (g) you have validly nominated, including through your licensed electrical contractor as contemplated in clause 5.4(a), a "Relevant Agent" (as that term is defined under the *Electricity (General) Regulations 2012*);
- (h) you must have provided us with written confirmation from an electricity retailer that it has entered into, or will enter into, a customer retail contract with you for the **premises**.

SA Power Networks small generator basic connection service

1. Allowing the connection of your **small generator** at a ‘connection point’ determined by us between the premises and our distribution system to allow the flow of electricity from the **premises** through the connection point.
2. If you have a **small generator** already connected and you wish to modify, upgrade or expand the capacity of that **small generator**, then allowing an upgraded, modified or expanded capacity version of that **small generator** to be connected at the ‘connection point’ to allow the flow of electricity from the **premises** through the connection point.

Paragraph 2 does not apply in circumstances where you are carrying out a like for like replacement of parts of your **small generator**, in circumstances where you are replacing parts in the course of maintenance or repair of the **small generator**, or where parts are being replaced pursuant to a warranty claim.

ATTACHMENT 2 – OTHER CHARGES THAT MAY BE INCURRED BY YOU

Category	Service Type	Service Description	Charge applicable
Wasted connection appointment	Connection	Where we are unable to complete the connection due to your installation not being ready or compliant.	<p>Refer to SA Power Networks' <i>Connection and Ancillary Network services Manual 18</i> for applicable charges</p> <p>http://www.sapowernetworks.com.au/centric/industry/our_network/network_tariffs.jsp</p>
After hours appointment	Connection	After hours connection at your request. Work will be undertaken out of hours or during normal business hours in which case another job will be done after hours to accommodate the requested connection date.	
Late payment fee	Payment fee	A late payment fee is charged for non payment of an invoice by the due date. The late fee is for processing and sending a new invoice. Further costs will be incurred if further debt recovery is required.	

1. Design and installation

The design, installation, operation and repair of the **small generator** must comply with:

- (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); and
- (e) all other applicable Australian Standards/Codes of Practice, current as at the date of installation.

2. Grid and customer protection requirements

2.1 Network supply matching

The **small generator'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 **small generator** 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.

2.2 Grid protection

The protection elements of the Inverter (which is the device that forms part of the **small generator** 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: Inverter Requirements" to ensure:

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

2.3 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 (eg anti islanding trip and subsequent reconnection).
- (b) Note that for **small generators**, the maximum allowable imbalance between any two phases must be no greater than 5kVA for the system to be considered reasonably balanced.

2.4 Voltage and frequency ranges of operation

The Inverter and customer installation 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 Standard AS/NZS 4777 (Grid connection of Energy Systems via Inverters).

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 no higher than 258V. 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. Failure to design for this requirement may expose appliances and fixed equipment to potentially damaging voltages.

(b) **Frequency:**

- (i) Minimum frequency trip point (Fmin) is 47 Hz.
- (ii) Maximum frequency trip point (Fmax) is 52 Hz.

If voltage and/or frequency falls outside the set limits, the **small generator** must be automatically disconnected from our distribution system. Reconnection procedure must comply with AS/NZS 4777.2 “Grid Connection of Energy Systems via Inverters Part 2: Inverter Requirements”.

3. Testing

3.1 Upon, or at any time after, completion of the installation of the **small generator**, we may request access to the **premises** at a reasonable time to conduct a test of the **small generator** for the purpose of establishing that the **small generator** complies with the **contract**.

3.2 The test will consist of:

- (a) disconnection of the **premises** from our distribution system;
- (b) reconnection of the **premises** to our distribution system; and
- (c) inspection and such testing of the **small generator** as we consider necessary for compliance with the **contract**.