



**AER APPROVED –
DEEMED LARGE CUSTOMER CONNECTION
CONTRACT
3604**

SA Power Networks

www.sapowernetworks.com.au

LARGE CONNECTION CONTRACT

(Standard Form)

Preamble

This contract is about the services which cover connection of your premises to our electricity distribution system, and the energy supplied to the premises. 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 energy to the premises.

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

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.

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) you are a business customer who occupies business premises where the consumption of energy is at or above an annual consumption of 160MWh, or as determined by us;
- b) your premises are connected to our electricity distribution system; and

- c) you do not have another customer connection contract with us for those premises.

3.3 What if I need a new connection?

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 date when you start to take supply of energy at those premises.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your retailer notifies us that the supply of energy to the premises is to be disconnected (a **'termination notice'**)—subject to paragraph (b), on a date advised by us, of which we will give you at least 5 but no more than 20 business days notice even if you have vacated the premises earlier; or
 - (ii) if you start receiving supply of energy for the premises under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different customer starts receiving supply of energy for the premises—on the date the connection contract of that customer starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 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 conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) If you have a small generator 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 small generator from our distribution system, unless we enter into, or are taken to have entered into, a customer connection contract with a person who acquires the small generator from you and that customer connection contract:
 - (i) imposes obligations on that person in relation to the small embedded generator that are the same as, or similar to, your obligations under this contract; and
 - (j) gives us rights in relation to the small embedded generator that are the same as, or similar to, our rights under this contract.
- (d) 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 of energy not covered by this contract

This contract does not cover the sale of energy to your premises. This is the role of your retailer.

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 energy is to be supplied to the premises (as defined by us) and not beyond.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your retailer of any change to your contact details; and
- (b) inform your retailer 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 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 energy to the premises or the premises of any other person; and
- (d) inform either your retailer or us of any permanent material change to the energy 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; and
- (b) our reasonable requirements under the energy laws, including 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 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with your retailer or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us or your retailer if the life support equipment is no longer required at the premises.
- (c) If the premises are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a distributor planned interruption or unplanned interruption to the supply of energy to the premises; and
 - (ii) at least 4 business days notice in writing of any distributor planned interruptions to the supply of energy to the premises; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - (iv) an emergency telephone contact number.

6.5 Small generators including solar panels

- (a) If you have a small generator connected to our distribution system at the premises, you must:
 - (i) ensure that the small generator complies with the requirements of Australian Standard 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 3000 (Wiring Rules);
 - (ii) 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 257 volts is generated by the small generator;
 - (iii) 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;
 - (iv) if there are no applicable manufacturer's instructions and specifications for the purposes of clause 6.5(a)(iii), ensure the small generator is inspected and maintained by an appropriately qualified person:
 - (A) within at least 5 years after the date of its installation; and
 - (B) within at least 5 years after each previous inspection;
 - (v) if the result of an inspection carried out in accordance with clause 6.5(a)(iii) or clause 6.5(a)(iv) is that there is a lack of functionality of the safety features of the small generator:
 - (A) immediately disconnect, or arrange for the disconnection of, the small generator from our distribution system; and
 - (B) not reconnect, or arrange for the reconnection of, the small generator to our distribution system until the lack of functionality has been rectified;
 - (vi) provide us, upon request, with the results of any inspections carried out in accordance with clause 6.5(a)(iii) or clause 6.5(a)(iv);
 - (vii) comply with all reasonable directions we give you regarding the maintenance and inspection of the small generator;

- (viii) ensure that any electrical work performed on or in relation to the small generator is undertaken by a licensed electrical contractor lawfully permitted to do such work, and make a copy of any relevant certificates of compliance available to us (if we require them);
 - (ix) 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;
 - (x) ensure that any component of the small generator that is replaced at any time, is compliant with the requirements of this contract;
 - (xi) ensure that the small generator complies with the additional technical and operating requirements set out in Schedule 2 of this contract; and
 - (xii) 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 specify as necessary to ensure the safe and reliable operation of our distribution system.
- (b) If you have a small generator 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 small generator 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, or any person who subsequently acquires the small generator, will be able to export electricity into our distribution system at any time; and
 - (B) such fluctuations or interruptions may damage the small generator or cause it to malfunction.
- (c) Subject to clause 8.2, 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) any 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 your small generator to our distribution system except to the extent that any such malfunction or damage is as a result of fluctuations or interruptions caused by our negligence or bad faith in which case you agree that our liability is limited to reimbursing you for any direct costs of repairing such malfunction of, or damage to, the small generator.
- (d) 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 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.

- (e) We may disconnect a small generator at the premises from our distribution system:

- (i) after receipt of an application from you under clause 6.5(f); or
 - (ii) if, at any time, electricity in excess of 257 volts is generated by the small generator; 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 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 any applicable law.
- (f) If you no longer want to keep a small generator 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.
- (g) If you want to connect a small generator at the premises to our distribution system for the purpose of exporting energy (for example, a solar panel), 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.

6.6 Indemnities by you

- (a) In the event that you on-sell or on-supply to any person any electricity supplied to your premises, 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.
- (b) You agree to indemnify us on demand and hold us harmless from and 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:
 - (i) the operation of a small generator at the premises;
 - (ii) 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 generators (including the South Australian solar feed-in tariff scheme);
 - (iii) the use of electricity which has passed from our distribution system beyond the point of your connection to our distribution system;
 - (iv) you or your employees', agents' or contractors' failure to comply with any of your obligations under this contract; or
 - (v) you or your employees', agents' or contractors' negligent or reckless acts or omissions.
- (c) Subject to the exception in clause 6.5(c)(ii), you further 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 6.5(c) or clause 6.5(d), you seek to, or do, recover from us.

7. WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

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

- (a) illegally use energy 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 energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy 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.

7.2 Consequences for wrongful or illegal use

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

- (a) estimate the amount of energy 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.

8. OUR LIABILITY

8.1 Quality and reliability of electricity supplied to your premises

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a relevant authority.
- (b) Subject to clauses 8.2 and 8.3, unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the partial or total failure to supply energy to your premises.
- (c) Subject to clauses 6.5(c)(ii) and 8.2, we exclude all liability for any loss or damage you suffer of any kind that is not a result of the partial or total failure to supply energy to your premises.

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

- (a) The Competition and Consumer Act 2010 and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- (b) Unless one of these laws requires it, 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, other than those set out in this 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.

8.3 Negligence and bad faith – cap on liability

- (a) Subject to clause 8.2, we are liable to you only for:
 - (i) any physical losses and damage you suffer and for personal injury (but no other loss), due to the partial or total failure to supply energy to your premises which includes:
 - (A) problems in the quality of supply of electricity to your premises (such as power surges and drops); and
 - (B) interruptions to or failures of the supply of electricity to your premises; and
 - (ii) any malfunction of, or damage to, your small generator in the circumstances referred to in clause 6.5(c)(ii),
and caused by our negligence or bad faith.
- (b) Our liability to you is limited to \$1,000,000 as indexed annually, on 1 July in accordance with Section 10 of the National Energy Retail Law (Local Provisions) Regulations 2012, for all claims you make in relation to an event.

8.4 Immunity

This clause 8 does not exclude the immunity provided by sections 119 and 120 of the National Electricity Law.

9. ACCESS TO PREMISES

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) read, test, maintain, inspect or alter any metering installation at the premises; and
- (b) calculate or measure energy supplied or taken at the premises; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the premises and/or any small generator; and
- (f) examine or inspect an energy installation and/or any small generator at the premises; and

- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works 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 above, 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.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of energy 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 Distributor planned interruptions (maintenance, repair, etc)

- (a) We may make distributor planned interruptions to the supply of energy to the premises under the Rules for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another customer.
- (b) If your energy supply will be affected by a distributor planned interruption, 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.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of energy to your premises in circumstances where we consider that a customer's energy installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system, including:
 - (i) for unplanned maintenance or repairs;
 - (ii) for health or safety reasons;
 - (iii) in an emergency;
 - (iv) as required by a relevant authority;
 - (v) to shed demand for energy 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 energy 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 energy 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 energy to the premises; or
 - (ii) a supply of energy 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) For any retailer planned interruption arranged by your retailer, we may refer you to your retailer to provide information.

11. OUR CHARGES

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 energy to your premises we must advise your retailer of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

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 energy supplied to the premises wrongfully or illegally in breach of clause 7; or
- (c) if you fail to pay any direct 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 and unhindered 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; 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 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 and in accordance with energy laws in that disconnection warning notice.

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.

13. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection and you pay for all of our charges and all of your retailer's connection charges in advance, we will reconnect your premises in accordance with energy laws. We may refuse to, if we are allowed to do so under the energy laws (such as where the circumstances leading to the disconnection have not been rectified).

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 two business days after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

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 energy consumption or our charges for customer connection services. We may charge you a reasonable fee for information requested more than once in any 12 month period.

16. COMPLAINTS AND DISPUTE RESOLUTION

16.1 Complaints

If you have a complaint relating to the supply of energy 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 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 Guaranteed Service Level Payments

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

18. APPLICABLE LAW

The laws of South Australia govern this contract.

19. GENERAL

19.1 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.

19.2 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.

19.3 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.

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 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, 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

Simplified 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;

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

customer means a person who buys or wants to buy energy from a retailer;

customer connection services include services relating to the flow of energy to your premises;

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 energy to the premises, but does not include an interruption;

distributor planned interruption means an interruption of the supply of energy for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) the installation of a new connection or a connection alteration;

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 means electricity or gas (as relevant to this contract);

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

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

GSL scheme has the meaning given in the National Energy Retail Law;

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

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

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

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, may include your electrical installation;

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

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

retailer planned interruption means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and

(b) does not involve the distributor 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; and

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

Additional technical and operational requirements for small generators

1. Design and installation

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

- (a) AS 4777 – Grid Connection of Energy Systems via Inverters, Parts 1, 2 and 3;
- (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 semiconductor devices to transfer power between a DC source and an AC source or load) must comply with AS 4777.3 "Grid Connection of Energy Systems via Inverters Part 3: Grid Protection 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) 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 (eg 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 small generators, the maximum allowable difference in current between any two phases must be no greater than 10A 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 4777 (Grid connection of Energy Systems via Inverters).

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

(a) **Voltage:**

- (i) 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 257V. 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 (F_{min}) is 48 Hz.
- (ii) Maximum frequency trippoint (F_{max}) 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 4777.3 "Grid Connection of Energy Systems via Inverters Part 3: Grid Protection 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 this 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 this contract.