

# Basic Connection Service Model Standing Offer:

connecting micro embedded generating unit(s)





## TABLE OF CONTENTS

1. WHO ARE THE PARTIES TO THIS CONTRACT? .....	2
2. WHAT DOCUMENTS MAKE UP THIS CONTRACT? .....	2
3. WHAT SERVICES IS THIS CONTRACT FOR?.....	2
4. WHEN DOES THIS CONTRACT START AND FINISH? .....	2
5. WHEN WILL THE SERVICES BE PROVIDED? .....	3
6. HOW MUCH WILL THIS COST? .....	4
7. THINGS THAT <i>WE</i> CAN AND/OR MUST DO.....	4
8. THINGS THAT <i>YOU</i> MUST DO .....	5
9. INSPECTIONS.....	7
10. LIABILITY .....	7
11. COMPLAINTS AND DISPUTE RESOLUTION .....	8
12. GENERAL .....	9
13. GLOSSARY .....	9
14. INTERPRETATION.....	12
SCHEDULE: BASIC MICRO EG CONNECTION SERVICES.....	13

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



## 1. WHO ARE THE PARTIES TO THIS CONTRACT?

This contract is between:

- (a) Ergon Energy Corporation Limited ABN 50 087 646 062, of 420 Flinders St, Townsville QLD 4810 (referred to as *we, our* or *us*); and
- (b) the *Retail Customer* by whom, or on whose behalf, the relevant *connection application* was made (referred to as *you* or *your*).

Terms used in this contract are either defined in clause 13 or, if not defined there, in the *NER*.

## 2. WHAT DOCUMENTS MAKE UP THIS CONTRACT?

- (a) This *connection establishment contract* includes the terms of the *connection application*, *connection offer* letter and this *model standing offer*.
- (b) To the extent permitted by law, this contract prevails over any inconsistent terms in the *ongoing connection contract*.

## 3. WHAT SERVICES IS THIS CONTRACT FOR?

- (a) We will provide *you* with the relevant *basic connection service* set out in the Schedule by consenting to the interconnection of the *micro embedded generating unit(s)* set out in *your connection application* (with the specifications set out in the *connection offer* letter) with *our distribution system*.
- (b) *You* are responsible for contacting *your electricity retailer* to arrange for relevant metering equipment to be installed and/or reconfigured in accordance with the *energy laws*.
- (c) This contract does not apply to the following services:
  - (i) the ongoing *connection* of *your premises* to *our distribution system* or the supply of electricity to those *premises*, which is covered by an *ongoing connection contract* between *you* and *us*;
  - (ii) the sale of electricity to *your premises*, which is covered by a negotiated or deemed contract between *you* and *your electricity retailer*; or
  - (iii) the sale of any electricity generated by *your micro embedded generating unit(s)*.

## 4. WHEN DOES THIS CONTRACT START AND FINISH?

- (a) This contract starts either:
  - (i) when we received *your connection application* (if in that application *you* asked for an *expedited connection* and confirmed that this *model standing offer* was acceptable, and we are satisfied that the *connection application* is for a *connection service* under this *model standing offer*); or
  - (ii) when we received *your* acceptance of the relevant *connection offer* within the timeframe for acceptance set out in the *connection offer* letter (if clause 4(a)(i) doesn't apply).
- (b) To be a *connection service* under this *model standing offer*, there must be an *available line*. We will advise *you* within 10 *business days* of receiving *your connection application* whether the requested service:
  - (i) is a *connection service* under this *model standing offer* (in which case this contract will commence in accordance with clause 4(a)); or
  - (ii) is not a *connection service* under this *model standing offer* (in which case this contract will not be relevant and *you* will need to go through the negotiated process to enter into a negotiated *connection establishment contract* to get the services requested in *your connection application*).
- (c) Without limiting anything else in this contract, *you* must not take any action that might affect *our distribution network* until we are satisfied that the *connection application* is for a *connection service* under this *model standing offer*.
- (d) This contract will end (and the consent in clause 7(b) will be withdrawn):

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (i) if we determine that any *network augmentation* works are required other than works that we consider to be minor works or those that are set out in the *connection service* (in which case the parties must enter into a negotiated *connection establishment contract* for the services) – when we notify you of this;
- (ii) if we consider that the information in the *connection application* is incomplete, false or misleading in a material respect – when we notify you of this;
- (iii) if the services requested in your *connection application* are not *connection services* under this *model standing offer* – when we notify you of this;
- (iv) if we have not, within 65 *business days* of the date of this contract, received:
  - (A) an *electrical work request* confirming that the *micro embedded generating unit(s)* referred to in clause 3(a) have been appropriately installed and requesting *connection*; and
  - (B) (if relevant) a *service order*,
    - on the expiry of that period (note that we may agree to extend this period by up to a further 65 *business days* in special circumstances);
- (v) if your *ongoing connection contract* ends – when that contract ends;
- (vi) if you and we enter into a replacement contract for us to provide the same or similar *connection services* for the same *premises* – when that replacement contract takes effect;
- (vii) if you breach this contract or any part of any *micro embedded generating unit(s)* connected on your side of the *connection point* fails to comply with the *technical and safety obligations* or otherwise represents a hazard or risk to our *distribution system* and you do not remedy this within 10 *business days* of us notifying you of the breach (provided that we are permitted to terminate this contract under the *energy laws*) – on the expiry of that 10 *business day* period; and
- (viii) if any *approvals* or access required for us to provide the *connection service* (such as are referred to in clauses 8.2 and 8.3) are not obtained within:
  - (A) for *approvals* or access from you – 10 *business days*; and
  - (B) for *approvals* or access from third parties – 20 *business days*,
    - when we notify you of this.
- (e) If this contract is terminated, you must ensure that any *micro embedded generating units* on your side of the *connection point* are either de-energised or reconfigured so that they don't connect to our *distribution system*.
- (f) If this contract ends before the *connection service* has been provided:
  - (i) we may *disconnect*, dismantle, decommission and remove any of our assets that are only relevant to the *connection service*; and
  - (ii) you acknowledge that we cannot (due to changing conditions on our *distribution system*) guarantee that the capacity originally requested in the *connection application* and approved by us will necessarily be approved in respect of any subsequent *connection application*.

## 5. WHEN WILL THE SERVICES BE PROVIDED?

- (a) Subject to clause 5(e), and provided that you have complied with this contract (including, without limitation, the obligations set out in clause 8), we will use our best endeavours to:
  - (i) start providing the *connection service* to you on:
    - (A) if we have agreed a date with you – that date; or
    - (B) if we have been unable to agree dates with you – one *business day* after each of the following has been met:
      - (l) you have met the relevant obligations and prerequisites under clause 8; and

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (II) (where applicable) we have received a completed *electrical work request* from *your* electrical contractor/installer and a *service order*, and
  - (ii) subject to *you* complying with this contract, finish providing the *connection service* to *you* by:
    - (A) if we have agreed a date with *you* – that date;
    - (B) if we have not agreed a date with *you* and the *connection service* does not require any extension of, or *network augmentation* to, the *distribution system* – at the end of the period set out in clause 3.7.3 of the *Electricity Distribution Network Code*, a copy of which is available on the website of the Queensland Competition Authority ([www.qca.org.au](http://www.qca.org.au)); or
    - (C) if neither of the above apply – on the date that we agree with *you*.
- (b) On occasion, we may need to contact *you* to seek *your* agreement to an extension to the above periods.
- (c) *You* acknowledge that the timeframe for *connection* will depend on when the *Retail Customer's activities* are completed.
- (d) *You* must do all things necessary to be done by *you*, including, without limitation, providing access, obtaining relevant *approvals*, and carrying out other relevant *Retail Customer's activities*, to allow the above timeframes to be achieved.
- (e) Despite clause 5(a):
  - (i) we do not have to start providing the *connection service* until *you* have obtained any relevant *approvals* and procured any access required for *us* to provide the *connection service*;
  - (ii) we do not have to start providing the *connection service* until *you* have complied with clause 8.2;
  - (iii) we do not have to finish providing the *connection service* until *you* have complied with *your* obligations under this contract;
  - (iv) if there is a relevant *force majeure event*, we may delay the start and/or finish of the *connection service* by as long as that *force majeure event* affects the provision of that service;
  - (v) if there is a *latent defect* that affects the provision of the *connection service*, we may delay the start and/or finish of the *connection service* by as long as required to address that *latent defect*; and
  - (vi) if we become aware of any material information or circumstances (including, without limitation, any inaccuracy in the *connection application* or anything that is discovered at or near the *premises* that will affect the relevant works or provision of the *connection service*) which, had we known of it before this contract started, would have resulted in *us* not entering this contract, then we may take such reasonable actions as we consider appropriate in the circumstances.

## 6. HOW MUCH WILL THIS COST?

- (a) Any *connection charges* or other charges that apply to the *connection service* are set out in our *Connection Policy* and *ACS Price List*, which are available on our website ([www.ergon.com.au](http://www.ergon.com.au)).
- (b) We will issue invoices for any charges that are incurred in connection with providing the *connection service*. If we send the invoice to *your electricity retailer*, *your electricity retailer* will be entitled to recover the relevant charges from *you*. If we send the invoice to *you*, *you* must pay *us* in accordance with the invoice.

## 7. THINGS THAT WE CAN AND/OR MUST DO

- (a) We must:
  - (i) in accordance with the *energy laws* and the *QECM*, undertake the relevant *Ergon Energy activities* required to provide the *connection service*; and

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (ii) give you any information that you reasonably request about your connection that is in our possession or control as soon as reasonably practical following a written request from you in accordance with relevant privacy and right to information laws.
- (b) Subject to receiving the *electrical work request* and (if relevant) a *service order* in satisfactory form, and to your continued compliance with the requirements of this contract (including the *technical and safety obligations*), we consent to the interconnection of the *micro embedded generating unit(s)* referred to in clause 3(a).
- (c) Even if the *connection service* permits the export of electricity into our *distribution system*, this consent is not a representation by us or a guarantee from us that any *micro embedded generating unit* on your side of the *connection point* will, at all times:
  - (i) generate electricity for your use at the *premises*; or
  - (ii) be able to export generated electricity into our *distribution system*.
- (d) Provided that we act reasonably, we are entitled to determine the design, specifications and any other requirements for the *connection service*.
- (e) We will comply with our obligations under this contract and under any relevant laws.
- (f) We may carry out any other works or other activities required to deal with an emergency as part of providing the *connection service*.
- (g) We may subcontract or assign our rights or obligations under this contract as we determine.

## 8. THINGS THAT YOU MUST DO

### 8.1. General

- (a) You must not:
  - (i) without first making a new *connection application* to us and (where relevant) entering into a relevant agreement with us:
    - (A) install any new *micro embedded generating unit(s)*;
    - (B) install any new battery storage or upgrade or change the battery storage capacity; or
    - (C) install any new *inverters* or upgrade or change the *inverter* capacity; or
  - (ii) export any electricity generated by any *micro embedded generating unit(s)*:
    - (A) other than in accordance with this contract; or
    - (B) in accordance with the *technical and safety obligations* for non-exporting *generating unit(s)*.
- (b) If the meter at your *premises* is an electromechanical meter, you must ensure that the *micro embedded generating unit(s)* remain switched off at the AC supply isolating switches until your *electricity retailer* has confirmed that the metering equipment at the *premises* has been modified or reconfigured to comply with the *energy laws*.
- (c) If the *connection service* is for non-exporting *micro embedded generating unit(s)*, you must ensure that these *micro embedded generating unit(s)* do not export more than the minimal amount of electricity into our *distribution system* that is allowable under the *technical and safety obligations*.
- (d) If the *connection service* is for export, you acknowledge that our *distribution system*:
  - (i) will not always be able to receive electricity generated by any *micro embedded generating units* on your side of the *connection point*; and
  - (ii) may sometimes cause your *inverter* to trip off,and that we have no obligation to keep you informed about these situations.

### 8.2. Technical requirements

You must:

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (a) arrange for the *Retail Customer's activities*, and any other activities required to allow *us* to provide the *connection service*, to be carried out at *your own risk and expense*;
- (b) without limiting clause 8.2(a), obtain any relevant *approvals* and access rights for *you* to carry out the relevant activities and to allow *us* to provide the *connection service*, at *your own risk and expense*;
- (c) provide copies of all such *approvals* to *us* when requested;
- (d) where any of the *Retail Customer's activities* could impact on *our distribution system*:
  - (i) not start any such activities until this contract is in force; and
  - (ii) only carry out such activities in accordance with this contract;
- (e) ensure that any electrical assets (including, without limitation, the *micro embedded generating unit(s)* referred to in clause 3(a)) on *your side* of the *connection point*, and any metering equipment at *your premises*, are designed, constructed, operated and maintained to comply with all relevant *technical and safety obligations*;
- (f) ensure that any electrical works done by, or on behalf of, *you* are done by a qualified electrical contractor and comply with all relevant *technical and safety obligations*, and that any work to be performed by, or on behalf of, *you* on or near exposed electrical parts is undertaken by "authorised persons" and otherwise in accordance with the *Electrical Safety Regulation 2013 (Qld)*;
- (g) give *us* an *electrical work request* confirming compliance with clauses 8.2(e) and 8.2(f);
- (h) upon reasonable request, allow *us* to carry out an inspection of the *micro embedded generating unit(s)* to confirm that they comply with this contract; and
- (i) comply with any request by *us* for any *micro embedded generating units* on *your side* of the *connection point* to be de-energised at the AC isolator switch/es or physically disconnected from *our distribution system* for operational reasons or for planned maintenance.

## 8.3. Access requirements

- (a) *You consent to us and our representatives*:
  - (i) (together with any plant, equipment or vehicles) having non-exclusive access to land and improvements controlled by *you* (including, without limitation, to the main switchboard) in connection with the *connection service* (including to confirm compliance with the *technical and safety obligations* or to install any plant or equipment on the *premises*), this contract and the *energy laws*; and
  - (ii) accommodating on *your premises*, all necessary plant and equipment.
- (b) *You must ensure that*:
  - (i) *we*, and our *representatives*, can access the land and improvements as described in clause 8.3(a)(i) in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks); and
  - (ii) *you* take reasonable precautions to protect from harm all plant and equipment that is installed on the *premises* by *us* or *our representatives*.

## 8.4. Information you must give us

- (a) *You must give us all information*:
  - (i) about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any part of the *connection service*, as soon as possible (and in any case before *we* start providing the *connection service*); and
  - (ii) that *we* reasonably ask *you* for in connection with this contract.
- (b) *You must notify us immediately if*:
  - (i) any information that *you* previously gave *us* stops being accurate; or
  - (ii) *you* become aware of any matter or thing that might affect the nature, cost or timing of any part of the *connection service*, or anything *we* must do under this contract.

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (c) You must ensure that all information you give us is correct, and that you do not mislead or deceive us in any way.

## 9. INSPECTIONS

- (a) While we (and other third parties) may periodically carry out inspections for the purpose of auditing and assessing the extent to which electrical contractors are complying with the energy laws, we do not represent or warrant that:
- (i) we (or any third party) will carry out an inspection at your premises;
  - (ii) any inspection carried out by us or any third party will identify any or all faults or defects, or that the electrical installation or our assets are free from faults or defects if none is identified in the course of any such inspection,
- and you remain responsible and liable for all work undertaken by your electrical contractor.
- (b) Whether or not we have carried out an inspection at your premises, we may, at any time, notify you of any work in relation to the electrical installation or the connection assets that must be completed by you (including through your electrical contractor) in order to comply with this contract. Failure to rectify such a defect may result in disconnection of any micro embedded generating unit(s) and/or the premises from our distribution system in accordance with the energy laws.

## 10. LIABILITY

### 10.1. General

- (a) This clause 10 survives the expiry or earlier termination of this contract.
- (b) Despite any provision of this contract (but subject to clauses 10.2 to 10.5), we will not be liable to you:
- (i) for any liability arising from delays to the progress or completion of the connection service for any reason, to the full extent permitted by law;
  - (ii) in connection with our distribution system being unable to accept exported electricity from any micro embedded generating units located on your side of the connection point for any reason (including in respect of the Queensland Government Solar Bonus Scheme); or
  - (iii) if the operation of our distribution system results in any micro embedded generating units on your side of the connection point tripping off (unless otherwise required by law),
- except to the extent that this is the result of a failure to observe good electricity industry practice, or negligence, bad faith, wilful misconduct, fraud, breach of laws or failure to comply with any relevant approval or this contract.
- (c) You acknowledge and agree that, as referred to in clause 3(c)(i), this contract does not apply to the ongoing connection of your premises to our distribution system or the supply of electricity to those premises, and:
- (i) any liability that we may have to you in relation to any losses you may suffer because of:
    - (A) problems with the ongoing connection of your premises to our distribution system or the quality of supply of electricity to your premises (such as power surges and drops); or
    - (B) interruptions to, or failures of, the supply of electricity to your premises; or
  - (ii) any other matter that is governed by that ongoing connection contract,
- is governed solely by the ongoing connection contract, and we will not have any liability to you under this contract in relation to any of those matters.

### 10.2. Competition and Consumer Act and other guarantees

- (a) The Competition and Consumer Act 2010 (Cth) and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited. Unless one of those laws requires it, we give no guarantee, condition, warranty or undertaking, and we make no representation to you, regarding any matter, including as to:



# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (i) the condition or suitability of electricity or the *connection service*; or
  - (ii) the quality, fitness or safety of electricity or the *connection service*, other than as set out in this contract.
- (b) Any liability *we* have to *you* under these laws that cannot be excluded but that can be lawfully limited is (at *our* option) limited to:
- (i) providing equivalent goods or services provided under this contract to *your premises*; or
  - (ii) paying *you* the cost of replacing the goods or services provided under this contract to *your premises*, or acquiring equivalent goods or services.
- (c) *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.
- (d) Sections 97 and 97A of the *Electricity Act 1994* (Qld), sections 119 and 120 of the *NEL*, section 316 of the *NERL*, and any other limitations of liability or immunities granted under the *energy laws*, are not limited in their operation or application by anything contained in this contract, and may also limit or exclude *our* liability in some cases.

## 10.3. Indemnity

If any *micro embedded generating units* on *your* side of the *connection point* cause(s) damage to *our distribution system* or other premises connected nearby to the *distribution system* (or any electrical equipment, appliances or devices within those premises), then *you* must indemnify *us* for all reasonable direct costs, losses and expenses so incurred.

## 10.4. No liability for indirect or consequential loss

Notwithstanding any other provision of this contract (except for clause 10.1(c)(i)), neither party is liable to the other under, or in connection with, this contract or under contract, tort (including negligence), breach of statute or other cause of action at law or in equity for any of the following:

- (a) loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business, loss of reputation, loss of revenue, loss of use of property, loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;
- (b) increased costs of working or labour costs;
- (c) costs of capital or costs of business interruption; and
- (d) any indirect, incidental, special or consequential damage, cost, expense or loss; and
- (e) damage, cost, expense, loss or damage that otherwise is not a direct and immediate consequence of the breach,

suffered by the other party, however arising, due to any causes including the default or sole or concurrent negligence of a party and whether or not foreseeable.

## 10.5. Contributory negligence

A party's ("first party") liability to another party for loss or damage of any kind arising out of this contract or in connection with the relationship established by it is reduced to the extent (if any) that the other party causes or contributes to the loss or damage. This reduction applies whether the first party's liability is in contract, tort (including negligence), under any statute or otherwise.

## 11. COMPLAINTS AND DISPUTE RESOLUTION

- (a) If *you* have a query or complaint relating to this contract, *you* may lodge a complaint with *us* in accordance with *our* standard complaints and dispute resolution procedures, which are available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)).
- (b) *We* must handle a complaint made by *you* in accordance with the relevant *Australian Standards* and *our* standard complaints and dispute resolution procedures, which are available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)). *We* must provide *you* with a copy of these procedures upon request.
- (c) If *you* are not satisfied with the response to any query, complaint or dispute raised with *us*, and it is within the purview of the Energy and Water Ombudsman Queensland, *you* may refer the complaint or dispute to this Ombudsman.

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (d) This clause does not limit *your* rights under relevant *energy laws* to refer a dispute regarding the terms and conditions of this contract or the *connection charges* payable to *us* to the *AER*.
- (e) *We* must inform *you* of the outcome of any complaint made by *you* to *us*.

## 12. GENERAL

### 12.1. Our obligations

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

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

### 12.2. Force majeure event

*We* will be relieved from complying with any obligation under this contract to the extent that *we* are prevented from performing the obligation by any *force majeure event*.

### 12.3. 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 ([www.ergon.com.au](http://www.ergon.com.au)).
- (c) If *you* have any questions, *you* can contact *us* using the relevant contact details set out on *our* website ([www.ergon.com.au](http://www.ergon.com.au)).

### 12.4. Retention of property

All materials, plant, equipment or other items provided or installed by *us* as part of the *connection service* remain *our* property unless this contract states otherwise.

### 12.5. GST

- (a) The amount payable for a *connection service* and any other amounts payable under this contract, may be stated to be exclusive or inclusive of GST. Clause 12.5(b) applies unless an amount payable under this contract is stated to include GST.
- (b) Where any amounts paid by *you* or by *us* under this contract are payments for “taxable supplies” as defined for GST purposes, then, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

### 12.6. Accrued rights and obligations

Rights and obligations that accrued before the expiry, or earlier termination, of this contract, continue despite that expiry or termination.

### 12.7. Applicable law

The laws of Queensland govern this contract.

## 13. GLOSSARY

*accredited installer* means a person who holds Clean Energy Council accreditation, which covers competence in the design and/or installation of relevant *micro embedded generating units*;

*ACS price list* means Ergon Energy’s Price List for Alternative Control Services, a copy of which is available on *our* website ([www.ergon.com.au](http://www.ergon.com.au));

*AER* means the Australian Energy Regulator established under section 44AE of the *Competition and Consumer Act 2010* (Cth);

*alternative control service* has the meaning given to that term in Chapter 10 of the *NER*;

*approval* means any consent, declaration, authorisation, exemption, waiver or other approval required under any law, statute, act, rule, order or regulation which is enacted, issued or promulgated by the State of Queensland, the Commonwealth of Australia or any relevant local

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



authority (including, but not limited to, town planning approvals, building approvals, vegetation taking permits and soil disposal permits);

*available line* means a suitable *Ergon Energy* low voltage electricity distribution line (and relevant *network* assets) that is located in the road reserve either directly adjacent to the *premises* or directly across the road from the *premises*. To be an *available line*:

- (a) it must be part of the *national grid* or the *Mount Isa-Cloncurry supply network*;
- (b) the line and relevant *network* assets must have at least the phase capability required in the relevant *connection application*; and
- (c) the *rated capacity* of the line and any relevant *network* assets (including supply transformers) must be greater than the capacity required in the relevant *connection application*;

*basic micro EG connection service* has the meaning set out in Chapter 5A of the *NER* and in this contract specifically means a *connection alteration* to permit the *connection* of the *micro embedded generating unit(s)* referred to in clause 3(a) to *our* low voltage *distribution system* at the *connection point*, where this does not require any *network augmentation* of the *distribution system*, as set out in the Schedule;

*business day* has the meaning set out in Chapter 5A of the *NER* and means a day other than a Saturday, Sunday or a relevant public holiday;

*connection charges* means any relevant connection charges identified in the *ACS price list*;

*connection establishment contract* means a contract between the parties under Chapter 5A of the *NER* that provides for the provision of a *new connection* or *connection alteration*;

*connection point* means the point where the *Retail Customer's* electrical installation is connected to *our distribution system*;

*Connection Policy* means the Ergon Energy Connection Policy, a copy of which is available on *our* website ([www.ergon.com.au](http://www.ergon.com.au));

*connection service* means the relevant *basic micro EG connection service* under this *model standing offer*;

*distribution system* means *our* electricity distribution network, including any *connection assets*, where relevant;

*electrical work request* means the form of that name available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)), that is completed by *your* electrical contractor and certifies that the relevant electrical works have been carried out in accordance with the *technical and safety obligations*;

*Electricity Distribution Network Code* means the code of that name under the *Electricity Act 1994* (Qld);

*electricity retailer* means the entity with whom the *Retail Customer* has a retail contract for the purchase of electricity;

*energy laws* means the laws relevant to energy, including (as relevant), the *Electricity Act 1994* (Qld), *Electricity Regulation 2006* (Qld), *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *NEL*, *NER*, *NERL*, *NERR* and any rules, regulations, instruments and plans and applicable *Australian Standards* (including, without limitation, the AS/NZS 3000 Wiring Rules and AS/NZS 4777);

*Ergon Energy* means the entity set out in clause 1(a);

*Ergon Energy activities* means the provision of consent to the interconnection of the relevant *micro embedded generating unit(s)* to *our distribution system*;

*expedited connection* refers to a process under the *NER* which allows a *connection applicant* for a *basic connection service* or a *standard connection service* to enter into a *connection establishment contract* at the time of lodging the *connection application*, rather than waiting for a *connection offer* to be made and accepted. This must be selected when making the *connection application*;

*force majeure event* means an event outside the control of *us* or *you* (such as, without limitation, natural disasters and acts of God);

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



*good electricity industry practice* means, for *Ergon Energy*, the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of facilities similar to the *distribution system*, taking into account the size, duty, age, location and technological status of the *distribution system* and any other relevant factors;

*inverter* means a device that uses semiconductor devices to transfer power between a DC source or load and an AC source or load;

*large customer* has the meaning given to that term in the *NERL*, and includes a *business customer* who consumes *energy* at *business premises* at or above the *upper consumption threshold*, which is 100 MWh per annum, and a *street lighting customer*;

*latent defect* means physical conditions on the *premises* or its surroundings, including artificial things but excluding weather conditions or the effect of weather conditions, which differ materially and substantially from the physical conditions which should reasonably have been anticipated by an experienced and competent contractor at the date of the *offer* for the *connection service*;

*Metering Coordinator* has the meaning given to that term in the *NER*;

*micro embedded generating unit* means a *generating unit* (which, for the avoidance of doubt, includes relevant equipment such as an *inverter*) *connected* (or to be *connected*) within a *distribution network* and not having direct access to the *transmission network*, where that *generating unit* is of a kind contemplated by AS 4777 (Grid connection of energy systems via inverters);

*Mount Isa-Cloncurry supply network* means that part of the supply network (as the term “supply network” is defined in the *Electricity Act 1994* (Qld)) that is:

- (a) located in the Mount Isa-Cloncurry region and not *connected* to the *national grid*;
- (b) owned and operated by *us*; and
- (c) subject to economic regulation;

*NEL* means the National Electricity (Queensland) Law, as defined in the *Electricity - National Scheme (Queensland) Act 1997* (Qld);

*NER* means the National Electricity Rules under the *NEL*;

*NERL* means the National Energy Retail Law (Queensland), as defined in the *NERL (Qld) Act*;

*NERL (Qld) Act* means the *National Energy Retail Law (Queensland) Act 2014* (Qld);

*NERR* means the National Energy Retail Rules under the *NERL*;

*NMI* means either a *national metering identifier* or, where *our distribution system* is not part of the *national grid*, another metering identifier;

*ongoing connection contract* means a *connection contract* between the parties under Part 4 of the *NERR* that provides for the ongoing *connection* of the *premises* to the *distribution system* and the provision of *supply services*;

*premises* means the premises set out in the *connection application*;

*QECM* means the Queensland Electricity Connection Manual: Service and Installation Rules, a copy of which is available on *our* website ([www.ergon.com.au](http://www.ergon.com.au));

*QEMM* means the Queensland Electricity Metering Manual, a copy of which is available on *our* website ([www.ergon.com.au](http://www.ergon.com.au));

*rated capacity* means that the *available line* has sufficient capacity (in terms of voltage and current) to deliver energy flows within statutory voltage levels for the relevant *connection application* which satisfy the *energy laws* and which otherwise satisfy the requirements of the *QECM*;

*representative* means the agents, contractors, sub-contractors, designers, employees, officers and other representatives of a party;

*Retail Customer* means the person or entity who is (or will be) responsible for the electricity account at the *premises*;

*Retail Customer's activities* means:

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (a) arranging for the design, installation and commissioning of the *micro embedded generating unit(s)* referred to in clause 3(a) in accordance with the *QECM* by a full or provisional *accredited installer*;
- (b) ensuring that any electrical infrastructure on *your* side of the *connection point* complies with the *QECM* and *QEMM*;
- (c) contacting *your electricity retailer* to arrange for the installation of any required metering equipment, or upgrade of that equipment, in accordance with the *QEMM* and, unless otherwise agreed between the parties, this metering equipment to be programmed to net off the exported electricity against the usage;
- (d) obtaining all *approvals* and access rights necessary for the completion of the *connection service*, other than those that are *our* responsibility under the *energy laws*;
- (e) upon completion of the abovementioned activities, arranging for:
  - (i) *your* electrical contractor to provide *us* with an *electrical work request*; and
  - (ii) (if relevant) *your electricity retailer* to provide *us* with a *service order*; and
- (f) all items necessary and incidental to the completion of such activities (including obtaining any necessary *approvals*);

*service order* means a valid service order from *your electricity retailer* that requests *us* to carry out the *connection service*;

*standard control service* has the meaning given to that term in Chapter 10 of the *NER*;

*street lighting customer* means the State or a local government that consumes electricity at *street lighting premises*;

*street lighting premises* has the meaning given to that term in the *NERL*;

*SWER line* means a single wire earth return (that is, a single-wire electricity distribution line which supplies single phase electrical power such that the earth is used as the return path for the current); and

*technical and safety obligations* means the obligations set out in:

- (a) the *QECM*;
- (b) the *QEMM*;
- (c) the *energy laws*;
- (d) relevant *Australian Standards* and codes of practice, including, without limitation:
  - (i) AS/NZS 3000 Wiring Rules;
  - (ii) AS/NZS 4777.1 (Grid connection of energy systems via inverters);
  - (iii) AS/NZS 5033 (Installation and safety requirements for photovoltaic (PV) arrays);
  - (iv) AS IEC 61400.2-2013 (Wind turbines – design requirements for small wind turbines);
  - (v) AS 4086 (Secondary batteries for use with stand-alone power systems); and
  - (vi) AS 4509 (Stand-Alone power systems, Parts 1 and 2).
- (e) the joint *Ergon Energy/Energex* document entitled “Connection Standard: Small Scale Parallel Inverter Energy Systems up to 30 kVA” (*Ergon Energy* document STNW1170);
- (f) any relevant construction manuals available on *our* website ([www.ergon.com.au](http://www.ergon.com.au)); and
- (g) the *metrology procedures*.

## 14. INTERPRETATION

Except in relation to the names of pieces of legislation, italicised terms in this contract have the meaning given in the *ongoing connection contract*, this contract (refer the glossary in clause 13) or the *energy laws* (in particular the *NER*).

Unless the context otherwise requires, the following interpretation rules apply to this contract:

# Basic Connection Service Model Standing Offer: connecting micro embedded generating unit(s)



- (a) headings are for convenience and do not affect interpretation;
- (b) a reference to:
  - (i) any law is to that legislation (including subordinate legislation) as amended or replaced;
  - (ii) a clause, schedule or appendix is a reference to that part of this contract;
  - (iii) a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;
  - (iv) a party includes a permitted substitute or assignee of that party;
  - (v) a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;
  - (vi) anything (including a right, obligation or concept) includes each part of it;
  - (vii) a day is to a calendar day and a month is to a calendar month;
- (c) a singular word includes the plural, and vice versa;
- (d) examples are not exclusive;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- (f) if a day on or by which a party must do something under this contract is not a *business day*, the person must do it on or by the next *business day*.

## SCHEDULE: BASIC MICRO EG CONNECTION SERVICES

<p><b>Micro EG 1 – main grid</b></p>	<p>This <i>basic micro EG connection service</i> is available for the <i>connection</i> of one or more new <i>micro embedded generating unit(s)</i> where:</p> <ul style="list-style-type: none"> <li>• <b>(existing connection to available main grid line)</b> there is an existing single phase, two phase or three phase <i>connection</i> (with a <i>NMI</i>) between the <i>premises</i> and an <i>available line</i> (other than a <i>SWER line</i>) in <i>our distribution system</i>; and</li> <li>• <b>(capacity/export restrictions)</b> the <i>connection</i> will result in:                     <ul style="list-style-type: none"> <li>○ <b>(inverter capacity)</b> a total <i>inverter</i> capacity at the <i>connection point</i> of no more than 10 kVA per phase; and</li> <li>○ <b>(maximum export)</b> export of no more than 5 kVA per phase.</li> </ul> </li> </ul>
<p><b>Micro EG 2 – SWER line</b></p>	<p>This <i>basic micro EG connection service</i> is available for the <i>connection</i> of one or more new <i>micro embedded generating unit(s)</i> where:</p> <ul style="list-style-type: none"> <li>• <b>(existing connection to available SWER line)</b> there is an existing single phase or split phase <i>connection</i> (with a <i>NMI</i>) between the <i>premises</i> and an <i>available line</i> that is a <i>SWER line</i> in <i>our distribution system</i>; and</li> <li>• <b>(capacity/export restrictions)</b> the <i>connection</i> will result in:                     <ul style="list-style-type: none"> <li>○ <b>(inverter capacity)</b> a total <i>inverter</i> capacity at the <i>connection point</i> of no more than 10 kVA per phase; and</li> <li>○ <b>(maximum export)</b> export of no more than 2 kVA in total.</li> </ul> </li> </ul>