

Model Standing Offer

Effective 1 October 2024

Connection Services for Micro Embedded Generating Units

Between

AusNet Electricity Services Pty Ltd ABN 91 064 651 118

of 2 Southbank Boulevard, Southbank Vic 3006

(“AusNet”)

and **[Retail Customer]**

[NMI]

of [site address]

(“Customer”)

Dated: [date]

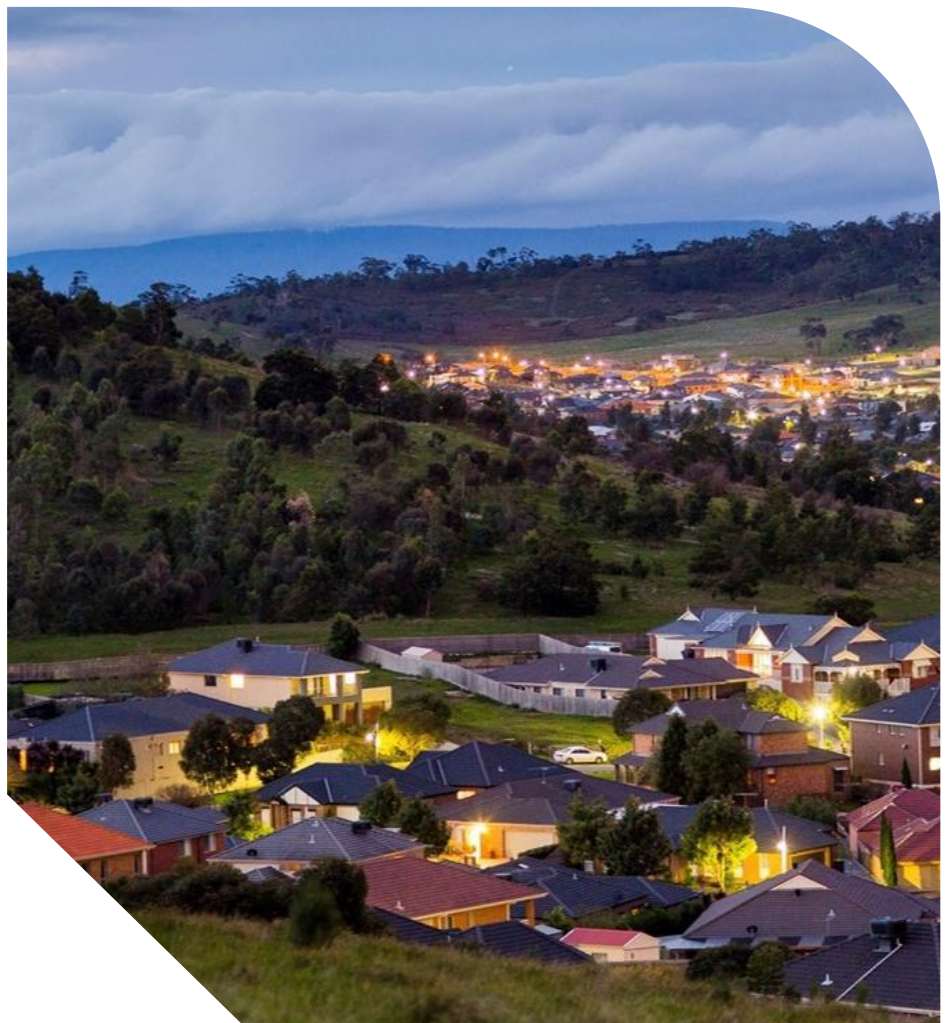


TABLE OF CONTENTS

MODEL STANDING OFFER FOR MICRO EMBEDDED GENERATING UNITS 2

PREAMBLE 2

1. This agreement 2

2. Services 3

3. When this agreement starts 3

4. When this agreement ends 3

5. Commencement of the services 5

6. Cost of the services 6

7. AusNet’s rights and obligations 6

8. Your rights and obligations 9

9. Testing and Inspections 12

10. Liability 13

11. Complaints and Dispute Resolution 15

12. General 15

13. Definitions and Interpretation 17

Schedule 1 – Technical Details 23

Schedule 2 – Basic Micro EG Connection Services 24

MODEL STANDING OFFER FOR MICRO EMBEDDED GENERATING UNITS

PREAMBLE

- A. AusNet Electricity Services Pty Ltd (referred to as *AusNet*, *we*, *our* or *us*) owns and operates an electricity distribution network in Victoria.
- B. The premises of the *Retail Customer* (referred to as *you* or *your*) is connected to our *distribution system*. You want to connect a *micro embedded generating unit* to our *distribution system* (or alter a *micro embedded generating unit* that is already connected to our *distribution system*).
- C. This document reflects the terms of the *Model Standing Offer* for a *basic micro EG connection service* as provided for in Chapter 5A of the *National Electricity Rules*.
- D. We have offered to connect your *micro embedded generating unit* to our *distribution system* on the terms and conditions set out in the *Model Standing Offer*, and you have accepted. The terms of the *Model Standing Offer* reflected in this document, once accepted by you, forms the *agreement* between the parties.
- E. The *Model Standing Offer* contains important information about when you will be able to export electricity, and when you will not. To maximise your ability to export electricity, your *inverter* must be connected to a permanent and reliable internet connection.
- F. A *static export limit* applies to all *basic micro embedded generating units* connected to our *distribution system*.
- G. By entering into this *agreement*, you are approved to export energy into our *distribution system*, subject to the terms and conditions of this *agreement*.
- H. This *agreement* ends if you cease to be the *Retail Customer* for the NMI at the premises at which your *micro embedded generating unit* is installed (and in such other circumstances as provided for in this *agreement*).

1. This agreement

- (a) This *agreement* reflects the *Model Standing Offer* for a *basic micro EG connection service* for *micro embedded generating units*, as provided for in Chapter 5A of the *National Electricity Rules*.
- (b) This *agreement* is between:
 - (i) AusNet Electricity Services Pty Ltd (ABN 91 064 651 118) of 2 Southbank Boulevard, Southbank Vic 3006 (referred to as *AusNet*, *we*, *our* or *us*); and
 - (ii) the *Retail Customer* by whom, or on whose behalf, the relevant *connection application* was made and who is identified in Item 1, Schedule 1 (referred to as *you* or *your*).
- (c) This *agreement* includes the terms of any *connection application*, any *connection offer letter* and this *basic micro EG connection contract*.
- (d) If there is any inconsistency between the terms and conditions of this *agreement* and the *agreement* governing the *connection* of your premises to our *distribution system*, this *agreement* will prevail, to the extent permitted by law.

2. Services

- (a) This agreement is to provide you with one of the *basic micro EG connection services* listed in Schedule 2. We will determine (acting reasonably) and advise you which *basic micro EG connection service* is the most appropriate for you based on the information provided in your *connection application*.
- (b) The *basic micro EG connection service* will include us:
 - (i) assessing your *connection application* to determine whether the *micro embedded generating unit* specified in your *connection application* can be connected to our *distribution system*, subject to the *micro embedded generating unit* meeting the specifications set out in our *connection offer letter*; and
 - (ii) if required, re-configuring your *metering installation* to record the flow of electricity generated by the *micro embedded generating unit* and exported to our *distribution system*.
- (c) This agreement 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* (as this is dealt with in the *deemed contract* between you and us);
 - (ii) the sale of electricity to your *premises* (this is dealt with in a negotiated or *deemed contract* between you and your *electricity retailer*); and
 - (iii) the relevant ancillary services listed in Schedule 2(b), which you may request and we may provide at our discretion.

3. When this agreement starts

- (a) This agreement starts when we receive your acceptance of the *connection offer* within the timeframe for acceptance set out in the *connection offer letter*.
- (b) Without limiting any other provision of this agreement, you must not install any *micro embedded generating units* or take any other action that might affect our *distribution system* until you have entered into a *basic connection agreement* with us.

4. When this agreement ends

- (a) This agreement ends when:
 - (i) if the information in the *connection application* is incomplete, false or misleading in a material respect – when we *notify* you of this;
 - (ii) if we have not, within 65 *business days* of the date of this agreement, received:
 - (1) an *Embedded Generator System Specifications Form*;
 - (2) confirmation from testing we conduct in accordance with clause 9.1 (a) that your *micro embedded generating unit* complies with the *communication capabilities* and can respond to the *DER instructions*;
 - (3) if an alteration – an *Alteration or Upgrade of IES Form*;

- (4) if *prescribed electrical installation work* is required to be undertaken at *your premises* – a *Certificate of Electrical Safety* in respect of that work;
- (5) if applicable – an *Electrical Works Request Form*; and
- (6) if applicable – a *metering service order*,

on the expiry of that period. However, we may agree to extend the *agreement* by up to a further *65 business days* in special circumstances;

- (iii) if we cannot verify, within *65 business days* of the date of this *agreement*, that *your micro embedded generating unit* is successfully connected to *our distribution system* (other than where the delay has been caused by *our failure to comply with our obligations under this agreement*), on the expiry of that period. However, we may agree to extend the *agreement* by up to a further *65 business days* in special circumstances;
- (iv) if *your deemed contract* ends, on the date that contract ends;
- (v) if *your physical connection to our distribution system* for the supply of electricity is pursuant to a *basic connection contract* and that contract ends, on the date that contract ends;
- (vi) if you breach a material obligation under this *agreement* which is not capable of remedy, when we give you written notice;
- (vii) if you breach this *agreement*, or any part of any *micro embedded generating unit* connected on your side of the *connection point*:
 - (1) fails to maintain compliance with the *technical and safety obligations*; or
 - (2) fails to maintain compliance with the *communication capabilities* (if applicable); or
 - (3) otherwise represents a hazard or risk to *our distribution system*,and:
 - (4) you do not remedy the breach or non-compliance by the date we specify (such date being not less than *10 business days* from the date we *notify you* of the breach or non-compliance); or
 - (5) if the breach or non-compliance is not reasonably capable of remedy,on the *business day* immediately following the date we specify;
- (viii) if you fail to meet the *minimum compliance standards for DER instructions* and you do not achieve compliance within *10 business days* of us notifying you of the non-compliance, on the expiry of that period;
- (ix) if you cease to be the *Retail Customer* under this *agreement*, on the date you cease to be the *Retail Customer*;
- (x) if we breach a material obligation under this *agreement* which is not capable of remedy, on the date you give us written notice of the breach;
- (xi) if we breach a material obligation under this *agreement* which is capable of remedy and we fail to remedy such breach within *20 business days* of being notified in writing by you, on the expiry of that *20 business day* period; or

- (xii) if the parties otherwise agree (such agreement not to be unreasonably withheld by us), such date as agreed by the parties.
- (b) If this *agreement* ends or is terminated, you must ensure that any *micro embedded generating unit* on your side of the *connection point* is immediately either de-energised or reconfigured so that it does not connect to our *distribution system*.

5. Commencement of the services

- (a) Subject to clause 5(d), we will use our best endeavours to:
 - (i) start providing the relevant *basic micro EG connection service* to you:
 - (1) if we have agreed a date with you, on that agreed date; or
 - (2) if we have been unable to agree a date with you, one *business day* after each of the following is met:
 - (A) you meet the relevant obligations and prerequisites under clause 8; and
 - (B) we have received a completed *Embedded Generator System Specifications Form*; and
 - (C) we have verified that your *micro embedded generating unit* complies with the *communication capabilities*; and
 - (D) if an alteration, we have received a completed *Alteration or Upgrade of IES Form*; and
 - (E) if *prescribed electrical installation work* is undertaken, we have received a completed *Certificate of Electrical Safety* in respect of that work; and
 - (F) if applicable, we have received a completed *Electrical Works Request Form*; and
 - (G) if applicable, we have received a completed *metering service order*;
 - (ii) finish providing the work required to be undertaken by us to establish the connection of the relevant *micro embedded generating unit(s)* (including any works as set out in paragraph (c) of Schedule 2) to the *Retail Customer*:
 - (1) if we have agreed a date with you, by that date; or
 - (2) if we have not agreed a date with you, within 10 *business days* of the date we commence providing the relevant *basic micro EG connection service* in accordance with clause 5(a)(i)(2).
- (b) On occasion, we may need to contact you to seek your agreement to an extension to the above periods.
- (c) You must do all things reasonably 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.
- (d) Despite clause 5(a):
 - (i) we are not required to start providing the relevant *basic micro EG connection service* until you have obtained any relevant *Approvals* and procured any access required for us to provide that service;

- (ii) we are not required to start providing the relevant *basic micro EG connection service* until we are satisfied that your *micro embedded generating unit* complies with the *technical and safety obligations* and the *communication capabilities*, and we may delay provision of the service until we are reasonably satisfied that it complies;
- (iii) if a *force majeure event* occurs, we may delay the start of the relevant *basic micro EG connection service* by as long as that *force majeure event* delays or adversely affects the provision of that service;
- (iv) if there is a *latent defect* that affects the provision of the relevant *basic micro EG connection service*, we may delay the start of the service by as long as required to address that *latent defect* so that it no longer adversely affects the provision of that service;
- (v) if conditions (including, without limitation, weather conditions) are such that we determine (acting reasonably) that to commence or continue providing the relevant *basic micro EG connection service* would place the health and safety of our employees or contractors at risk, we may delay the start of the relevant *basic micro EG connection service* by as long as those conditions continue to place the health or safety of our employees or contractors at risk; 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 adversely affect the relevant works or provision of the relevant *basic micro EG connection service*) which, had we known of it before this *agreement* started, would have resulted in us not entering into this *agreement*, then we may take such reasonable actions as we consider appropriate in the circumstances.

6. Cost of the services

- (a) The *connection charges* that apply to the relevant *basic micro EG connection service* are explained in our *Distribution Connection Policy* and set out in our *Approved Annual Pricing Proposal*.
- (b) Where other costs arise which are not provided for under clause 6(a), we may charge minor variations and other incidental costs, provided that these costs do not exceed the reasonable costs incurred by us. Such costs include but are not limited to wasted attendances by our personnel to your *premises* caused by you.
- (c) We will issue invoices for any charges that are incurred in connection with providing the relevant *basic micro EG 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.
- (d) We may require that you pay the full amount of any charges invoiced under clause 6(c) before we provide the *basic micro EG connection service* to you.

7. AusNet's rights and obligations

7.1 General

- (a) We will provide the relevant *basic micro EG connection service* in accordance with the *Service and Installation Rules*.

- (b) Any approval for interconnection of a *micro embedded generating unit* to our *distribution system* is conditional upon:
 - (i) us receiving the following documents in satisfactory form:
 - (1) an *Embedded Generator System Specifications Form*;
 - (2) if *prescribed electrical installation work* is undertaken, a *Certificate of Electrical Safety*;
 - (3) if an alteration, an *Alteration or Upgrade of IES Form*;
 - (4) if applicable, an *Electrical Works Request Form*; and
 - (5) if applicable, a *metering service order*; and
 - (ii) your continued compliance with the requirements of this agreement (including the *technical and safety obligations* and the *communication capabilities* (to the extent applicable)).
- (c) Provided that we act reasonably, we are entitled to determine the design, specifications and any other requirements relating to the connection of the *micro embedded generating unit* as a condition of our consent to the interconnection of the unit with our *distribution system*, including but not limited to requiring that:
 - (i) we approve the *inverters* you can install to interface with our *distribution system*;
 - (ii) your *inverter* is installed by an *accredited installer*; and
 - (iii) we can remotely and reliably interface with your *inverter* via the internet, receive data in respect of your *micro embedded generating unit*, and *interrupt* or *curtail* exports if required.
- (d) We will comply with our obligations under this agreement and under any relevant laws.
- (e) We may carry out any other works or other activities required to deal with an emergency as part of providing the relevant *basic micro EG connection service*.
- (f) We may subcontract or assign our rights or obligations under this agreement as we determine, provided that any such assignment or transfer will not materially adversely impact you, and you are deemed to have consented to such assignment or transfer (including by novation).

7.2 Export limits

- (a) Subject to clause 7.2(b), your *micro embedded generating unit* is subject to the *static export limit* set out in your *connection offer letter*. The *static export limit* is equal to the maximum amount of electricity (up to a maximum of 5 kW per phase) your *micro embedded generating unit* is approved by us to export onto our *distribution system*.
- (b) Your *connection offer letter* may state that your *micro embedded generating unit* is subject to a *low static export limit*. The *low static export limit* is equal to the maximum amount of electricity (up to a maximum of 1 kW per phase) your *micro embedded generating unit* is approved by us to export onto our *distribution system*. The *low static export limit* will apply to your *micro embedded generating unit*:
 - (i) at your request;

- (ii) if *your inverter* is unable to remotely interface with *our utility server* via the internet; or
 - (iii) if *your micro embedded generating unit* cannot connect to the internet, or you chose not to connect it to the internet.
- (c) We may limit the maximum amount of electricity *your micro embedded generating unit* may export to *our distribution system* to the *default limit*:
 - (i) for a period not exceeding 10 *business days* from the:
 - (1) date this *agreement* starts; or
 - (2) date we verify the connection of *your micro embedded generating unit* to *our distribution system*,
so we can integrate *your micro embedded generating unit* into *our export algorithm*; or
 - (ii) if *your inverter* does not receive *DER instructions*; or
 - (iii) if *your inverter* does not respond to *our DER instructions*.
- (d) To the extent the relevant *basic micro EG connection service* permits the export of electricity onto *our distribution system*, this permission 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*.

7.3 DER instructions

- (a) We will send *DER instructions* to *your inverter* in accordance with the CSIP-AUS (Common Smart Inverter Profile) Handbook.
- (b) From time to time, we may monitor *your inverter's* compliance with the *DER instructions* we send you. If *your inverter* has not complied with a *DER instruction*, we may notify you by automated SMS instructing you to take steps to ensure *your inverter* complies with the *DER instruction*.
- (c) In addition to any other rights we have under this *agreement*, we may terminate this *agreement* in accordance with clause 4(a) or, where we are entitled or required to do so under any applicable law (including *energy laws*), disconnect or arrange for the disconnection of *your micro embedded generating unit* if you do not take reasonable steps to ensure *your inverter* complies with the *DER instructions* within the timeframes set out in *our automated SMS* to you.

7.4 Interruptions and Curtailment

- (a) From time to time, we may *interrupt* or *curtail* *your inverter's* capacity, including to zero (**default limit**). This may occur where:
 - (i) we are directed to do so by AEMO, or any other person lawfully authorised by AEMO, under the *National Electricity Law* or the *National Electricity Rules*;
 - (ii) *your inverter* is temporarily unable to remotely interface with *our utility server* via the internet;
 - (iii) a reduction in the amount of electricity being exported to *our distribution system* is required to remove a network or system constraint, or maintain or restore network safety, security or reliability;

- (iv) an unplanned outage reduces the capacity of *our distribution system* to receive electricity below the amount of electricity being exported onto it;
 - (v) we form the view (acting reasonably) that the performance, safety and security of *our distribution system* requires *your* export capacity to be limited, or where we do so as a precautionary measure;
 - (vi) we conduct testing in accordance with clause 9.1(a) of this agreement;
or
 - (vii) *you* cease to be the *Retail Customer*.
- (b) If we *interrupt* or *curtail your inverter's* capacity in accordance with clause 7.4(a), we will restore *your* capacity as soon as reasonably practicable.
- (c) If we *interrupt* or *curtail your inverter's* capacity pursuant to clause 7.4(a)(i), we may notify *you* of the *interruption* or *curtailment* using *your* specified preferred method of electronic communication. *Our* notification may refer *you* to AEMO's website.

7.5 Disconnection and reconnection

- (a) We may disconnect *your micro embedded generating unit* from *our distribution system* if:
- (i) *you* breach this agreement and:
 - (1) *you* do not remedy the breach within the time specified by us when we *notify you* of the breach; or
 - (2) the breach is not reasonably capable of remedy;
 - (ii) any part of any *micro embedded generating unit* 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*;
 - (iii) we are entitled, or required to do so, under any applicable law (including *energy laws*); or
 - (iv) in such other circumstances where we have formed the view (acting reasonably) that the performance, safety and security of *our distribution system* requires disconnection of *your micro embedded generating unit* from *our distribution system*.
- (b) We must reconnect *your micro embedded generating unit* to *our distribution system* as soon as reasonably practicable where the relevant event giving rise to the disconnection ceases, has been rectified or remedied, to *our* satisfaction (acting reasonably).

8. Your rights and obligations

8.1 General

- (a) *You* must not:
- (i) without first making a new *connection application* to us and, where relevant, entering into a new *basic connection contract* with us:
 - (1) allow the installed generation capacity (measured in kW) of the *inverter* in *your micro embedded generating unit* at *your premises*

- to exceed the *installed generation capacity limit* stated in Item 9 of Schedule 1;
- (2) allow the settings of your *inverter* to vary from the *technical and safety obligations*, unless requested by us;
 - (3) install any new *inverter* other than as specified in Item 8 of Schedule 1;
 - (4) upgrade or change the *inverter capacity* of any *micro embedded generating unit* from that specified in the *connection application* leading to this agreement and any relevant *connection offer letter*; or
- (ii) install any additional *micro embedded generating unit* other than as specified in the *connection application* leading to this agreement and any relevant *connection offer letter*.
- (b) You must take reasonable steps to assist us to investigate instances where your *micro embedded generating unit* does not perform in accordance with the *technical and safety obligations* or the *communication capabilities*.

8.2 Technical requirements

- (a) You must:
- (i) carry out, or arrange to have carried out, the *Retail Customer's activities* relevant to the relevant *basic micro EG connection service* and any other activities required to allow us to provide the relevant *basic micro EG connection service*, at your own risk and expense;
 - (ii) without limiting clause 8.2(a) (i), obtain any relevant *Approvals* and access rights to allow:
 - (1) the *Retail Customer's activities* to be carried out; and
 - (2) us to provide the relevant *basic micro EG connection service*, at your own risk and expense;
 - (iii) provide copies of all such *Approvals* to us when requested;
 - (iv) where any of the *Retail Customer's activities* could impact on our *distribution system*:
 - (1) not start any such activities until this *agreement* is in force; and
 - (2) only carry out such activities in accordance with this *agreement*;
 - (v) ensure that the design, construction and operation of any electrical assets for which you are responsible (including, without limitation, the *micro embedded generating unit* on your side of the *connection point*) complies with all relevant *technical and safety obligations* and *communication capabilities*;
 - (vi) maintain compliance with all relevant *technical and safety obligations* and *communication capabilities*;
 - (vii) install and maintain an *inverter* approved by us;
 - (viii) ensure that any electrical installation works you are responsible for are carried out by a *Registered Electrical Contractor* and comply with all relevant *technical and safety obligations*, and that any work to be performed near exposed electrical parts is undertaken by authorised persons and otherwise in accordance with the *Electricity Safety Act 1998 (Vic)* and the *Electricity Safety (Installations) Regulations 2009 (Vic)*;

- (ix) give us an *Embedded Generator System Specification Form* and each of the following documents (as appropriate):
 - (1) for *prescribed electrical installation works*, a *Certificate of Electrical Safety*; and/or
 - (2) if an alteration, an *Alteration or Upgrade of IES Form*;
 - (3) if applicable, an *Electrical Works Request Form*; and
 - (4) if applicable, a *metering service order*; and
- (x) provide reasonable assistance to allow us to verify that any *micro embedded generating unit* on your side of the *connection point* is physically connected to our *distribution system*;
- (xi) comply with any request by us for any *micro embedded generating unit* on your side of the *connection point* to be de-energised at the AC isolator switch/es or be physically disconnected from our *distribution system* for operational reasons or for planned maintenance; and
- (xii) install any additional equipment we reasonably require you to install on, or in connection with, your *micro embedded generating unit*.

8.3 Communication requirements

- (a) Unless otherwise notified by us, you must take all reasonable steps to ensure your *micro embedded generating unit*:
 - (i) is connected to our utility server via a permanent and reliable internet connection at all times;
 - (ii) remains connected to the internet at all times; and
 - (iii) has the ability to communicate with our utility server via a communication channel that complies with the IEEE Standard and the CSIP-AUS (Common Smart Inverter Profile) Handbook and is hosted:
 - (1) on your *micro embedded generating unit*;
 - (2) on a gateway device; or
 - (3) via a cloud connection.
- (b) You must take all reasonable steps to maintain an Australian mobile telephone number capable of receiving short message service (SMS) messages from us.
- (c) You acknowledge that your *static export limit* may be reduced to the *default limit* if you do not maintain ongoing compliance with the communication requirements set out in clause 8.3(a).

8.4 Access requirements

- (a) You consent to us and our representatives (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 relevant *basic micro EG connection service* (including to confirm compliance with the *technical and safety obligations*, the *communication capabilities* and the *energy laws*) or to install any plant or equipment on the premises for the purposes of this agreement.
- (b) You must ensure that we and our representatives can access the premises and land and improvements as described in clause 8.4(a) in a manner that is safe, unhindered and unobstructed (including protecting against animal threats and attacks).

- (c) Where *your micro embedded generating unit* can be remotely accessed by the manufacturer to adjust the *inverter settings*, you authorise us to act on your behalf in directing the manufacturer to remotely adjust *your inverter settings* to comply with the *technical and safety obligations* or the *communication capabilities*. We will not act on your behalf in any other circumstance.
- (d) You must, if required by us, accommodate at *your premises* and protect from harm, any items or equipment at the *connection point* for the purposes of this agreement.

8.5 Information you must give us

- (a) You must give us:
 - (i) all information about any risks, hazards or other actual or potential concerns that you know about that may arise in relation to the interconnection of the *micro embedded generating unit* to our *distribution system*;
 - (ii) all the *DER generation information* for your *micro embedded generating unit*; and
 - (iii) all other information that we reasonably ask you for in connection with this agreement.
- (b) You must ensure that all information you give us is correct, and that you do not mislead or deceive us in any way.
- (c) You must notify us immediately if:
 - (i) any information that you previously gave us becomes inaccurate in any respect, including any of your contact details; or
 - (ii) you cease to be the *Retail Customer*; or
 - (iii) you become aware of any matter or thing that might adversely affect the nature, cost or timing of any part of the relevant *basic micro EG connection service* (including any fault or defect in a *micro embedded generating unit* or a *connection asset*), or anything we must do under this agreement.

8.6 Information we must give you

We must give you information about *your connection* where reasonably requested and we will provide you with the requested information within a reasonable time.

9. Testing and Inspections

9.1 Testing

- (a) During the process of connecting *your micro embedded generating unit* to our *distribution system*, and periodically after *your micro embedded generating unit* is connected, we may need to test that *your inverter* complies with all relevant *communication capabilities* and can respond to the *DER instructions*. If we intend to undertake testing:
 - (i) you give your explicit informed consent to us performing the testing;
 - (ii) where our *distribution licence* requires us to give you prior notice of the testing, you give your explicit informed consent to us notifying you by electronic communication;

- (iii) you acknowledge that the testing may temporarily cause your *micro embedded generating unit* to be *interrupted* or *curtailed*, and you consent to any *interruption* and *curtailment* caused by the testing;
 - (iv) you must take reasonable steps to assist us to complete the testing.
- (b) You acknowledge that if we cannot complete testing under clause 9.1 (a), we may not be able to *connect your micro embedded generating unit*, or allow the unit to remain connected, to our *distribution system*.

9.2 Inspections

- (a) While we (and other third parties) 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:
- (v) we (or any third party) will carry out an inspection at your *premises*; or
 - (vi) any inspection carried out by us or any third party will identify any or all faults or defects, or that the electrical installation and *premises' connection 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 notify you, at any time, of any work in relation to the *electrical installation* or the *connection assets* that must be completed by you (including through your electrical contractor) to rectify a fault or defect. Failure to rectify such a defect may result in any *micro embedded generating unit* and/or the *premises* being *disconnected* from our *distribution system* in accordance with the *energy laws* and will not be reconnected until the fault or defect is rectified.

10. Liability

10.1 General

- (a) This clause 10 survives the expiry or termination of this *agreement*.
- (b) You acknowledge and agree that:
- (i) as referred to in clause 2(c)(i), this *agreement* does not apply to the ongoing *connection of your premises to our distribution system* or the supply of electricity to those *premises*, as this is dealt with in a *deemed contract* between you and us; and
 - (ii) any liability that we may have to you in relation to any losses you may suffer because of:
 - (1) 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
 - (2) any failure to supply electricity to your *premises*; or
 - (3) any other matter that is governed by that *deemed contract*,
is governed solely by that *deemed contract*, and we will not have any liability to you under this *agreement* in relation to any of those matters.
- (c) You acknowledge and agree that we will not have any liability to you under this *agreement* in relation to any losses you may suffer because of an *interruption* or *curtailment* that occurs in actual or purported compliance with our *distribution licence* or the *energy laws*.

10.2 Competition and Consumer Act and other guarantees

- (a) Subject to the *Competition and Consumer Act 2010* (Cth) and the express provisions of this *agreement*, all warranties, terms and conditions in relation to the supply of any good or service by us and of every other kind which may be otherwise implied by use, statute or otherwise are, to the extent that they may lawfully be, hereby excluded.
- (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 to the goods or services provided by us to you under this *agreement* to your premises; or
 - (ii) paying you the cost of replacing the goods or services provided by us to you under this *agreement* to your premises, or acquiring equivalent goods or services.
- (c) Other than as set out in clause 10.2(b), we are not otherwise liable to you for any loss you suffer (including personal injury or property damage) as a result of our total or partial failure to take supply of electricity except to the extent your loss is due to an act or omission done by us in bad faith or through negligence.
- (d) Sections 119 and 120 of the *National Electricity Law*, 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 *agreement*, and may operate to limit or exclude our liability in some cases.

10.3 Indemnity

Subject to clause 10.4, if any *micro embedded generating unit* on your side of the *connection point* causes 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 *agreement* (except for clause 10.1(b) (ii)), but subject always to the *Competition and Consumer Act 2010* (Cth) and any other law which cannot be excluded, neither party is liable to the other under, or in connection with, this *agreement* 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;
- (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 *agreement* 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 *agreement*, you may lodge a complaint with us in accordance with our Customer Complaint and Dispute Resolution Policy, which is available on our website (www.ausnetservices.com.au).
- (b) We must handle a complaint made by you in accordance with the relevant Australian Standards and our Customer Complaint and Dispute Resolution Policy.
- (c) We will inform you of the outcome of any complaint made by you to us and the reasons for our decision.
- (d) 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 Victoria, you may refer the complaint or dispute to this Ombudsman.
- (e) This clause does not limit your rights under relevant *energy laws* to refer a dispute to the AER regarding the terms and conditions of this *agreement* or the *connection charges* payable to us.

12. General

12.1 Our obligations

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

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

12.2 Force Majeure

Each party will be relieved from complying with any non-financial obligation under this *agreement*, without liability, to the extent that they are prevented from performing the obligation by any *force majeure event*.

12.3 Privacy of personal information

- (a) You consent to us collecting *personal information* about you (including your name, *premises address*, billing address (if different), email address and telephone number(s)) for the primary purpose of providing the relevant *basic micro EG connection service* to you.
- (b) We will handle your *personal information* in accordance with relevant privacy legislation and our privacy policy. You can find our privacy policy on our website (www.ausnetservices.com.au).

- (c) You consent to us contacting you by post or electronic means (including by email or SMS) to provide you with information about our offers and services relating to *micro embedded generation*. You can opt out of receiving these communications at any time by contacting us using the contact details set out in our privacy policy.
- (d) From time to time, the energy laws may require us to disclose information about your *micro embedded generating unit*, which may include *personal information* about you (such as your NMI or premises address). We will make any disclosures in accordance with the relevant energy laws and privacy legislation.
- (e) If you have any questions, you can contact us using the contact details set out in our privacy policy.

12.4 Retention of property

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

12.5 GST

- (a) The amount payable for a *basic micro EG connection service* and any other amounts payable under this *agreement* may be stated to be exclusive or inclusive of GST. Clause 12.5(b) applies unless an amount payable under this *agreement* is stated to include GST.
- (b) Where any amounts paid by you or by us under this *agreement* 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 Waiver, variation and amendment

- (a) A provision of or a right created under this *agreement* must not be waived except in writing signed by the party granting the waiver.
- (b) Unless otherwise stated, this *agreement* must not be varied or amended except in writing signed (including by electronic means) by both you and us.

12.7 Contacting AusNet

For enquiries in relation to this *agreement*, you can:

- (a) access further information on our website
- (b) contact us by email at solar.connections@ausnetservices.com.au, or write to us at:

AusNet
Attention: New Energy and Renewables team
Locked Bag 14051
Melbourne City Mail Centre VIC 8001

12.8 Accrued rights and obligations

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

12.9 Applicable law

This *agreement* is governed by the law in force in the State of Victoria.

13. Definitions and Interpretation

13.1 Definitions

accredited installer means a person who holds an accreditation issued by the Clean Energy Council Limited which covers design and/or installation of *micro embedded generating units*.

agreement means the terms of the *Model Standing Offer* reflected in this document which, once accepted by you, forms the agreement between AusNet and you, and includes its schedules and any other document expressly incorporated by reference.

Alteration or Upgrade of IES Form means an Alteration or Upgrade of Inverter Energy System Form, which is available on our website (www.ausnetservices.com.au).

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 Victoria, the Commonwealth of Australia or any relevant local authority (including, but not limited to, town planning approvals, building approvals, vegetation taking permits and soil disposal permits).

Approved Annual Pricing Proposal means AusNet's document of the same name that includes the prices for alternative control services and which is available on our website (www.ausnetservices.com.au).

basic connection contract has the meaning given to the term "connection contract" in Chapter 5A of the *National Electricity Rules*.

basic micro EG connection contract means a contract for a *basic micro EG connection service*.

basic micro EG connection service means the service set out at Schedule 2.

business day means a day, other than a Saturday, Sunday or gazetted public holiday in Melbourne, on which banks are open for general banking business in Melbourne.

Certificate of Electrical Safety means a certificate issued by a *Registered Electrical Contractor* confirming that the *Registered Electrical Contractor* has performed work at the premises meeting the requirements of the *Electricity Safety Act 1998* and *Electricity Safety (Installations) Regulations 2009*.

communication capabilities means the communications requirements in clause 8.3(a).

connection charges means any relevant connection charges identified in our *Approved Annual Pricing Proposal*.

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

CSIP-AUS (Common Smart Inverter Profile) Handbook means the 'SA HB 218:2023 Common Smart Inverter Profile – Australia with Test Procedures' Handbook as amended from time to time or if superseded, the document(s) listed by Standards Australia as superseding the Handbook.

curtail means limiting the export of electricity from an *embedded generating unit* into the *distribution system*.

deemed contract means 'AusNet Services' Electricity Distribution Contract Standard Terms and Conditions', which sets out the terms and conditions for the standard connection contract for customers under the *Electricity Industry Act 2000* (Vic), a copy of which is available on our website (www.ausnetservices.com.au).

default limit has the meaning given in clause 7.4(a).

DER generation information means the information about your *micro embedded generating unit* that you are required to provide to us to comply with our regulatory obligations.

DER instructions means the electronic instructions we issue to your *inverter* to control the electricity that your *micro embedded generating unit* exports to our *distribution system*.

Distribution Connection Policy means the 'AusNet Services Distribution Connection Policy', a copy of which is available on our website (www.ausnetservices.com.au).

distribution licence means the licence to distribute or supply electricity granted to us by the Essential Services Commission pursuant to section 19 of the *EIA*.

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

EIA means the *Electricity Industry Act 2001* (Vic).

electrical installation work has the same meaning as in the *Electricity Safety Act 1998* (Vic).

Electrical Works Request Form means a form issued by a *Registered Electrical Contractor* which confirms that the load stated in the *connection application* has been appropriately installed and which requests *connection*.

Electricity Distribution Code of Practice means the code of practice of that name made by the Essential Services Commission under Part 6 of the *EIA*.

electricity retailer means the entity with whom the *Retail Customer* has (or will have) a retail contract for the purchase of electricity.

Embedded Generator System Specifications Form means the form of that name available on our website (www.ausnetservices.com.au).

energy laws means the laws relevant to energy, including (as relevant), the *EIA*, *Electricity Safety Act 1998* (Vic), *Energy Safe Victoria Act 2005* (Vic), *National Electricity Law*, *National Electricity Rules*, *Electricity Safety (Installations) Regulations 2009* (Vic), any rules, regulations, instruments or plans made under those Acts or Regulations, the *Service and Installation Rules* and any applicable Australian Standards (including, without limitation, the AS/NZS 3000 Wiring Rules and AS/NZS 4777 (Grid connection of energy systems via inverters)).

force majeure event means an event outside the reasonable control of us or you (as the case may be) such as, without limitation, natural disasters, acts of God or industrial action.

IEEE Standard means the Standard IEEE 2030.5-2018, Institute of Electrical and Electronics Engineers Standard for Smart Energy Profile Application Protocol, as amended from time to time.

installed generation capacity limit means the maximum amount of electricity (measured in kW) determined by the manufacturer of the *inverter* in your *micro embedded generating unit*, that the units are capable of exporting onto our *distribution system*, and which is specified in Item 9 of Schedule 1.

interrupt means to create temporary unavailability of supply of energy from an *embedded generating unit* into the *distribution system*.

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

latent defect means physical conditions on the *premises* or its surroundings, 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 relevant *basic micro EG connection service*.

low static export limit has the meaning given in clause 7.2(b).

metering service order means a service order to reconfigure the *metering installation* at your *premises* to enable the collection of *metering data* for electricity generated by you and exported to our *distribution system*.

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/NZS 4777 (Grid connection of energy systems via inverters).

minimum compliance standards for DER instructions means the minimum level of compliance that a *micro embedded generating unit* must achieve with the *DER instructions* issued to it, and which are published on our website.

Model Standing Offer means a document approved by the AER as a model standing offer to provide basic connection services for micro embedded generating units and which are reflected in the terms of this document.

National Electricity Law means the National Electricity (Victoria) Law which applies in Victoria as a result of the operation of section 6 of the *National Electricity (Victoria) Act 2005* (Vic).

National Electricity Rules means the rules applicable in Victoria under the *National Electricity Law*.

personal information has the same meaning as in section 6(1) of the *Privacy Act 1988* (Cth).

notify, notifies or **notifying** means to contact the other party via the contact details provided, either by telephone or in writing, including by email or SMS.

premises means the premises stated in the *connection application*.

prescribed electrical installation work means *electrical installation work* that is prescribed under section 45 of the *Electricity Safety Act 1998* (Vic).

Registered Electrical Contractor means a person or entity who is registered by Energy Safe Victoria as a Registered Electrical Contractor.

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 for the *NMI* at the *premises* where the *micro embedded generating unit* is installed, and who is identified in Item 1 of Schedule 1.

Retail Customer's activities means:

- (a) all activities, and activities and items necessary and incidental to those activities, to enable us to provide the *basic micro EG connection service*, including but not limited to:
 - (i) procuring the design and installation of the *micro embedded generating unit* to which the *connection application* relates by an *accredited installer*;
 - (ii) ensuring we receive the *Embedded Generator System Specifications Form* and any other forms and information we reasonably require;
 - (iii) if relevant, arranging for your *electricity retailer* to provide us with a *metering service order*; and
- (b) obtaining all approvals and access rights necessary for the completion of the *relevant basic micro EG connection service*.

Service and Installation Rules means the *Victorian Electricity Distributors Service & Installation Rules*, a copy of which is available on the Victorian Electricity Distributors Service and Installation Rules website (www.victoriansir.org.au)

static export limit has the meaning given to that term in clause 7.2(a).

SWER line means a single wire earth return line (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).

technical and safety obligations means the obligations or requirements set out in:

- (a) the *Service and Installation Rules*;
- (b) the *IEEE Standard*;
- (c) the *CSIP-Aus (Common Smart Inverter Profile) Handbook*;
- (d) the *Electricity Distribution Code of Practice*;
- (e) the *energy laws*;
- (f) relevant Australian Standards and codes of practice including, without limitation:
 - (i) AS/NZS 3000 Wiring Rules;
 - (ii) AS/NZS 4777 (Grid connection of energy systems via inverters, Parts 1 and 2);
 - (iii) AS/NZS 5033 (Installation and safety requirements for photovoltaic (PV) arrays);
- (g) the *metrology procedures*;
- (h) the technical and safety requirements in Schedule 2;
- (i) any updates to, or documents which amend, supersede or replace, the obligations and standards referred to in paragraphs (a) to (h) above; and
- (j) such other instrument or obligation notified to you by us in writing from time to time.

utility server has the same meaning as in the CSIP-AUS (Common Smart Inverter Profile) Handbook.

13.2 National Electricity Rules

In this Agreement, any term written *like this* that is not defined in clause 13.1 has the same meaning as in the *National Electricity Rules*. If the *National Electricity Rules* are amended so that such a term no longer has any meaning under any of them, the term is to have:

- (a) the same meaning as any new term used in the *National Electricity Rules* which replaces the old term; or
- (b) if there is no such new term, the same meaning as the old term under the *National Electricity Rules* immediately prior to that amendment.

13.3 Interpretation

In this *agreement*, except where the context otherwise requires:

- (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 *agreement*;
 - (iii) a document, policy, standard or agreement is to that document, policy, standard or agreement as amended, supplemented, replaced or novated from time to time, 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) the singular includes the plural and vice versa, and a gender includes other genders;
- (d) a reference to currency is a reference to Australian currency unless otherwise specified;
- (e) a reference to *AusNet* or its related bodies corporate includes the officers, employees, agents and sub-contractors of that entity;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; or
- (g) if a day on or by which a person must do something or an event must occur under this *agreement* is not a *business day*, the person must perform the obligation or the event must occur on or by the next *business day*.

13.4 Precedence

- (a) Subject to clause 13.4(b), in the event of any inconsistency between the various documents comprising this *agreement*, the following order of precedence will apply:
 - (i) these terms and conditions;
 - (ii) a schedule;

- (iii) a document expressly incorporated by reference in:
 - (1) this document; or
 - (2) a schedule.
- (b) In the event of an inconsistency, the inconsistent provisions will be deemed deleted to the extent of any inconsistency, unless that provision states expressly that it is intended to take precedence.

Schedule 1 – Technical Details

Item	Description	Details
1.	Retail Customer	
2.	Site Address	
3.	Customer contact information	
4.	NMI	
5.	Name of installer/company	
6.	Installer/company contact information	
7.	Inverter must be remotely accessed and controlled by AusNet via the internet	

Installation generation and export capacity limit

New	Capacity (kVA)	Export (kVA)
Phase A		
Phase B		
Phase C		
Existing		
Total		

Approved Inverter(s)

Solar Inverter	Manufacturer	Model	Phase	Quantity	Capacity	SCC

Battery Inverter	Manufacturer	Model	Phase	Quantity	Capacity

Schedule 2 – Basic Micro EG Connection Services

(a) Basic Micro EG Connection Services

Basic Micro EG Connection Service	Technical and Safety Requirements
<i>Micro embedded generator with a three-phase, two phase or single phase connection</i>	The inverter must be configured in accordance with AS/NZS 4777 (Grid connection of energy systems via inverters, Parts 1 and 2) with the “Australia A” settings for inverters.
<i>Micro embedded generator connected to a SWER line</i>	The inverter must be configured in accordance with AS/NZS 4777 (Grid connection of energy systems via inverters, Parts 1 and 2) with the “Australia A” settings for inverters.

(b) Relevant ancillary services

Service	Description
Meter exchange upon installation of a small scale renewable energy generation system	This is where a meter is required to be changed at a site as a result of the installation of a renewable energy installation such as solar generation.
Meter reconfiguration upon installation of a small scale renewable energy generation system	This is where an existing meter is required to be reconfigured at a site as a result of the installation of a renewable energy installation such as solar generation.

(c) Works

Where applicable, the above *basic micro EG connection services* involve us carrying out the following works:

- (a) providing consent to the interconnection of the *micro embedded generating unit* to our *distribution system*; and
- (b) specifying any conditions for interconnection of the *micro embedded generating unit* to our *distribution system*; and
- (c) remotely re-configuring your metering installation to record the flow of electricity generated by the *micro embedded generating unit* and exported to our *distribution system*.