

Power Services

Standard Customer Supply Agreement

Note to customers

1. This document sets out the terms and conditions between Power and Water and you, the customer, for the supply of electricity and ongoing connection of your property to our network. This includes customers with a photovoltaic (PV) solar system and inverter connected to our network.
2. This document does not regulate the terms upon which a new or altered connection to our network is established. Connection work is governed by separate contractual arrangements known as connection contracts.

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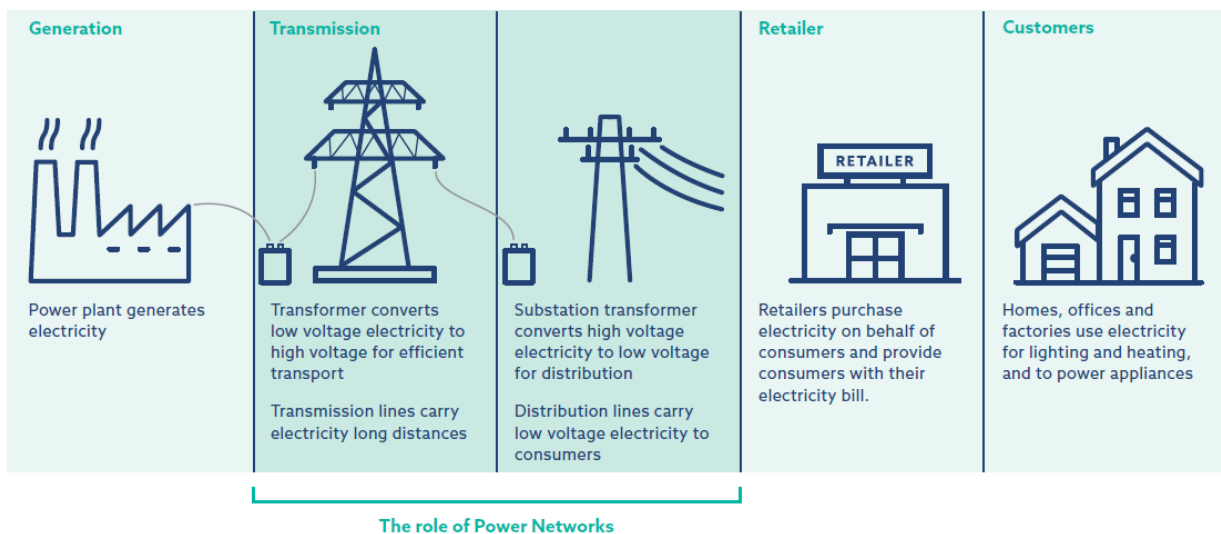
Introduction

This contract is about the services which cover the supply and ongoing *connection of your premises to our electricity distribution system*, and the electricity supplied to the *premises*. These services are called “*network access services*”.

In addition to this contract, *we* are required to comply with *electricity laws* and other consumer laws in *our dealings with you*.

You also have a separate contract with *your electricity retailer* dealing with the sale of electricity to the *premises*.

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



1 Parties

This contract is between:

- (a) Power and Water Corporation who provides *you* with *network access services* at the *premises* (in this contract referred to as "*we*", "*our*" or "*us*"); and
- (b) *You*, the *customer* to whom this contract applies (in this contract referred to as "*you*" or "*your*").

2 Definitions and interpretation

Clause 19.6 of this contract sets out the defined terms for the purposes of this contract. Defined terms are italicised. Schedule 2 sets out additional defined terms which apply for the purposes of that Schedule.

3 Do these terms and conditions apply to you?

3.1 These are *our* terms and conditions

This contract sets out the terms and conditions for the ongoing *connection of customers*.

3.2 Does this contract apply to you?

- (a) This contract applies to *you* if *your premises* are *connected to our electricity distribution system*, and *you* are not party to another contract with *us* for those *premises* (relating to the supply of electricity to and ongoing *connection* of the *premises*) which *you* have specifically negotiated with *us*.
- (b) This contract takes effect automatically upon being published by *us* on *our* website. *You* do not have to sign this contract for it to take effect or bind *you*. By allowing or continuing to allow *your premises* to be *connected to our electricity distribution system* and taking a supply of electricity from *our electricity distribution system* *you* are taken to have accepted the terms of this contract. If this contract applies to *you* (under clause 3.2(a)) it supersedes any other arrangement (other than an arrangement for establishing a new *connection* or altering an existing *connection*) between *you* and *us* relating to *network access services* at the *premises*.

3.3 What if I need a new *connection* or alteration?

If *you* require a new *connection* or an alteration to *your* existing *connection* we will, in accordance with *electricity laws*, provide *you* with a *connection offer*.

That offer will contain terms and conditions relevant to the *connection*, which will form additional terms and conditions to this contract if *you* agree to the *connection offer*.

4 What is the term of this contract?

4.1 When does this contract start?

This contract starts on the latter of:

- (a) the day it is published by *us* on *our* website; or
- (b) the day when electricity supply is first available to be supplied to *your premises* from *our electricity distribution system*.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if *your retailer* notifies *us* that the supply of electricity to the *premises* is to be *disconnected* (a 'termination notice') - subject to paragraph (b), on the date *we disconnect* the *premises* (even if *you* have vacated the *premises* earlier); or
 - (ii) if *you* start receiving supply of electricity for the *premises* under a different *ongoing connection and supply contract* - on the date that contract starts; or
 - (iii) if a different *customer* starts receiving supply of electricity for the *premises* - on the date the *ongoing connection and supply contract* of that *customer* starts; or
 - (iv) if *we* both agree to a date to end the contract - on the date that is agreed; or
 - (v) 10 *business days* after *we disconnect* the *premises* (in circumstances where *we* made a decision to *disconnect* independently of *your retailer*), if *you* have not within that period asked *your retailer* to *reconnect* the *premises* and met any requirements for *reconnection*.
- (b) If *your retailer* gives *us* a termination notice but *you* do not give safe and unhindered access to *your premises* to conduct a final *meter* reading (where relevant), this contract will not end under paragraph (a)(i) until a final *meter* reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 Scope of this contract

5.1 What is covered by this contract?

- (a) Under this contract *we* agree to provide *network access services* at the *premises*. *We* also agree to meet other obligations set out in this contract and to comply with the *electricity laws*.
- (b) Charges for *standard control services* will be billed under *your* contract with *your retailer*.
- (c) Charges for any *network access services* (which are not *standard control services*) will be billed either under *your* contract with *your retailer* or, if *we* elect, directly by *us* under this contract. If *we* elect to directly bill *you* for any *network access services* we will notify *you*. *We* may, by notice to *you*, change this election from time to time.

5.2 Sale of electricity not covered by this contract

This contract does not cover the sale of electricity to or from *your premises*. This is the role of *your retailer*.

5.3 Services and *your connection point*

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

5.4 Electricity Industry Performance Code

- (a) Guaranteed service level requirements are set out in the Electricity Industry Performance Code published by the Utilities Commission (NT) (EIP Code).
- (b) If we do not meet a relevant guaranteed service level and *you* are entitled to a payment under the EIP Code, we will make a payment to *you* through *your retailer*.

6 Your general obligations

6.1 Full information

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

6.2 Updating information

You must promptly:

- (a) inform *your retailer* of any change to *your* contact details; and
- (b) inform *your retailer* of any change that *you* are aware of that materially affects access to *your meter* or to other equipment involved in providing *network access services* at the *premises*; and
- (c) inform *us* of any proposed change that *you* are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of *connected* plant or equipment that may affect the quality, reliability, safety or metering of the supply of electricity to the *premises* or the *premises* of any other person; and
- (d) inform either *your retailer* or *us* of any permanent material change to the electricity load or pattern of usage at the *premises*.

6.3 Your obligations to comply with *electricity laws* and *our requirements*

You must comply with:

- (a) the *electricity laws* relating to the provision of *network access services* we provide to *your premises* under this contract; and
- (b) *our* reasonable requirements under the *electricity laws*, and *our* policies, including but not limited to *our* service and installation rules. This includes a requirement that *you* provide and maintain at *your premises* any reasonable or agreed facility required by *us* to provide *network access services* to the *premises*.

6.4 Life support equipment

- (a) If a person living or intending to live at *your premises* requires *life support equipment*, *you* must register the *premises* with *your retailer* or with *us*. To register, *you* will need to complete a medical confirmation form including providing written confirmation from a registered medical practitioner of the requirement for *life support equipment* at the *premises*.
- (b) If *you* tell *us* that a person living or intending to live at the *premises* requires *life support equipment*, *we* must give *you* at least 50 *business days* from when *you* receive the medical confirmation form to complete and return the form to *us* (including providing the written confirmation from a registered medical practitioner). *You* may request

an extension to the 50 *business day* period and *we* are obliged to provide *you* such an extension in accordance with *electricity laws*.

- (c) Subject to *electricity laws*, if *you* do not provide to *us* or *your retailer* the completed medical confirmation form, the *premises* may cease to be registered as having *life support equipment*.
- (d) *You* must tell *your retailer* or *us* if the *life support equipment* is no longer required at the *premises*.
- (e) Subject to clause 6.4(c), if *you* tell *us* that a person living or intending to live at the *premises* requires *life support equipment*, *we* must give *you*:
 - (i) general advice that there may be planned and unplanned *interruptions* to the supply of electricity to the *premises*;
 - (ii) at least 4 *business days'* notice in writing of any planned *interruptions* (as defined in clause 10.2 of the Electricity Retail Supply Code) to the supply of electricity to the *premises* (unless *we* have obtained your explicit informed consent to the *interruption* occurring on a specific date);
 - (iii) information to assist *you* prepare a plan of action in case of an unplanned *interruption*; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if *you* are not an owner

If *you* cannot meet an obligation relating to *your premises* under this contract because *you* are not the owner, *you* will not be in breach of the obligation if *you* take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

6.6 Photovoltaic (PV) Solar System

- (a) If *you* have a *Class 1 Photovoltaic (PV) Solar System* or *Class 2 Photovoltaic (PV) Solar System*, with or without an *energy storage device*, connected to *our electricity distribution system* at the *premises*, when this contract starts *you* must comply with *our* policies and all applicable standards (each as in force from time to time) in operating and maintaining the *Class 1 Photovoltaic (PV) Solar System* or *Class 2 Photovoltaic (PV) Solar System* and *you* and *we* will each be bound by the terms set out in schedule 2 to this contract (the Photovoltaic Inverter Network Connection Agreement) which terms will apply in addition to clauses 1 to 19 of this Contract.
- (b) If *you* want to connect a *Class 1 Photovoltaic (PV) Solar System* or *Class 2 Photovoltaic (PV) Solar System*, with or without an *energy storage device*, to *our electricity distribution system* at the *premises*, *you* must make an application to *us* in accordance with *electricity laws* and the requirements notified on *our website*.

6.7 Small generators

- (a) If *you* have a *small generator* including any *energy storage device* connected in parallel to *our electricity distribution system* at the *premises* when this contract starts, *you* must comply with *our* policies relating to such *small generators* and *energy storage devices* (as published on *our website* from time to time) and all applicable *electricity standards* in operating and maintaining the *small generator* and any *energy storage device*.

- (b) If you want to connect a small generator with or without an energy storage device in parallel to our electricity distribution system at the premises, you must apply to us for a connection alteration and enter into a contract with us relating to how that connection alteration will be carried out by us and your obligations in relation to that small generator and any energy storage device.

6.8 Large generators

If you have a large generator at the premises then you must not allow that large generator to be connected to (or remain connected to) our electricity distribution system unless you and we are party to a specific contract governing the terms upon which we will provide network access services in respect of that large generator and the terms upon which you will operate and maintain and ensure the safety and integrity of that large generator. A large generator includes, but is not limited to, Class 3 Photovoltaic (PV) Solar Systems and Class 4 Photovoltaic (PV) Solar Systems.

7 Wrongful and illegal use of electricity

7.1 Illegal use of electricity or interference

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

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

7.2 Consequences for wrongful or illegal use

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

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

8 Our liability

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the electricity distribution system and the acts of other persons, including at the direction of a government authority.

- (b) To the extent permitted by law (and, in particular, subject to your rights under the Australian Consumer Law):
 - (i) we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety or reliability of its supply, other than those set out in this contract or required to be given by us under the Australian Consumer Law; and
 - (ii) we are not liable for any indirect, economic, special or consequential losses suffered by you.
- (c) If an Australian Consumer Law guarantee applies to any goods or services supplied under this contract which are not of a kind ordinarily acquired for personal, domestic or household use or consumption our liability for breach of that guarantee is limited (to the extent permitted by the Australian Consumer Law) to (as elected by us) the resupply of the goods or services or the payment of the cost of having the goods or services supplied again.
- (d) The Electricity Reform Act (section 107) provides that unless we have acted in bad faith or negligently, we are not liable for any damage or any penalty you suffer as a result of:
 - (i) the total or partial failure to supply electricity to your premises; or
 - (ii) the supply of electricity by an irregular or fluctuating voltage or because of a frequency deviation.

Nothing in this contract is to be taken as waiving the immunity we are entitled to under that section.

9 Metering

9.1 Ownership and Maintenance

The meter will remain at all times our property and we will maintain the meter.

9.2 Testing of Meter at Customer's Request

- (a) You may request us to test the meter. You must pay our fee for conducting the test.
- (b) Unless the test is required by electricity laws to be carried out within a shorter time, we will carry out the test within 15 business days or as otherwise agreed with you.
- (c) You may be present during the test, if the test is conducted on the premises.
- (d) We will (as relevant) waive or refund the testing fee if the test shows the meter is defective.

9.3 We May Initiate a Test or Replacement

We may, at our cost, test or replace the meter.

9.4 Faulty Meter or Incorrect Reading

If the meter is shown to be defective then we will, having regard to the requirements of electricity laws, make appropriate adjustments to the records of electricity supplied to, or from, the premises.

9.5 Metering Data

You have rights to access metering data relating to you in accordance with the Electricity Retail Supply Code. We will

provide such data to *you* in accordance with the requirements of that Code.

10 Access to the *premises*

10.1 Your obligations

You must provide *us* and *our* authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the *premises*, at any reasonable time to allow *us* to:

- (a) read, test, maintain, inspect or alter any *meter* or related equipment at the *premises*; and
- (b) calculate or measure electricity supplied or taken at the *premises*; and
- (c) check the accuracy of metered consumption at the *premises*; and
- (d) replace *meters*, control apparatus and other electricity equipment of *ours*; and
- (e) *connect* or *disconnect* the *premises*; and
- (f) inspect, make safe, operate, change, maintain, remove, repair or replace any of *our* works at the *premises*; and
- (g) examine or inspect an energy installation at the *premises*; and
- (h) take action to prevent or minimise an electrical hazard; and
- (i) investigate a suspected theft of electricity; and
- (j) undertake repairs, testing or maintenance of the *electricity distribution system*; and
- (k) clear vegetation from inside *your* boundary that may potentially interfere with the *electricity distribution system*; and
- (l) perform services requested by *you* or *your retailer*; and
- (m) access any easements of *ours* that may be located on or near *your* property.

10.2 Our obligations

If *we* or *our* representatives seek access to the *premises* under clause 10.1, *we* will:

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

11 Interruption to supply

11.1 Network provider may *interrupt* supply

We may *interrupt* the supply of electricity to *your premises*:

- (a) where permitted under the *electricity laws*; or
- (b) for a planned *interruption* or an unplanned *interruption*; or
- (c) as permitted by *your* contract with *your retailer*.

11.2 Planned *interruptions* (maintenance, repair, etc)

- (a) *We* may make planned *interruptions* to the supply of electricity to the *premises* for the following purposes:
 - (i) for the maintenance, operations, repair or augmentation of the *electricity distribution system*, including maintenance of *meters* and related equipment; or
 - (ii) for the installation of a new *connection* or a *connection* alteration to another *customer*.
- (b) If *your* electricity supply will be affected by a planned *interruption*, *we* will give *you* at least 2 *business days*' notice by any one of the following: mail, letterbox drop, press advertisement or any other appropriate means.

11.3 Unplanned *interruptions*

- (a) *We* may *interrupt* the supply of electricity to *your premises* (including temporarily *disconnect your premises*) in circumstances where *we* consider that a *customer's* electricity installation or the *electricity distribution system* poses an immediate threat of injury or material damage to any person, property or the *electricity distribution system*, including without limitation:

- (i) for unplanned maintenance or repairs;
- (ii) for health or safety reasons;
- (iii) in an emergency,

and may also *interrupt* the supply of electricity to *your premises*:

- (i) as required by a *government authority*;
- (ii) as required to preserve the integrity of the *electricity distribution system*;
- (iii) to shed demand for electricity because the total demand at the relevant time exceeds the total supply available; or
- (iv) to restore supply to a *customer*.

Also note that the actions of other authorised persons may result in an *interruption* in the supply of electricity to *your premises*.

- (b) If an unplanned *interruption* (including a temporary *disconnection*) is made, *we* will use *our* best endeavours to restore electricity supply to the *premises* as soon as possible.
- (c) *We* will make information about unplanned *interruptions* (including the nature of any emergency and, where reasonably possible, an estimate of when electricity supply will be restored) available on a 24 hour telephone information service.

11.4 Your right to information about *interruptions*

- (a) If *you* request *us* to do so, *we* will use *our* best endeavours to explain:
 - (i) an *interruption* to the supply of electricity to the *premises*; or
 - (ii) a supply of electricity to the *premises* of a quality in breach of any relevant standards under the *electricity laws*.

- (b) If *you* request an explanation be in writing, *we* must, within 10 *business days* of receiving the request, give *you* either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

12 Our charges

12.1 Payment to *your* retailer

The amounts *you* are billed under *your* contract with *your* retailer include *our* charges for *standard control services* and may also include *our* charges for other *network access services* where *you* or *your* retailer has requested those services for *your* premises.

12.2 Payments to *Us*

We may directly bill *you* for *network access services* which are not *standard control services*. If so *you* must pay an invoice issued to *you* within the time specified in that invoice.

12.3 Determination of *our* charges

We will determine *our* tariffs and charges in accordance with the *electricity laws*.

12.4 Compliance with tariff requirements

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

13 Disconnection of supply

13.1 When can *we* disconnect?

Subject to *us* satisfying any requirements in the *electricity laws*, *we* may disconnect *your* premises if:

- (a) *your* retailer informs *us* that it has a right to arrange for *disconnection* under *your* contract with *your* retailer and requests that *we* disconnect the premises; or
- (b) *you* use electricity supplied to the premises wrongfully or illegally in breach of clause 7; or
- (c) *you* prevent access to *our* meters or equipment; or
- (d) *you* obstruct an *electricity officer* or an "Authorised Officer" appointed under the Electricity Reform Act; or
- (e) *your* electrical installation is unsafe or does not comply with any standards applying under *electricity laws* or *our* service and installation rules and other published technical standards (as in force from time to time); or
- (f) *your* electrical installation creates a hazard to *our* *electricity distribution system* or interferes with another *customer's* installation or appliances; or

- (g) illegal alterations have been made to *your* connection; or
- (h) *you* fail to pay any charges for *network access services* (where relevant) to *us* under this contract by the time required by this contract; or
- (i) if *you* provide false information to *us* or *your* retailer such that *you* would not have been entitled to be connected if *you* had not provided the false information; or
- (j) if *you* do not provide and maintain space, equipment, facilities or anything else *you* must provide under the *electricity laws* or this contract in order for *us* to provide *network access services*; or
- (k) in an emergency or for health and safety reasons; or
- (l) if required to do so at the direction of a *relevant authority*; or
- (m) if *we* are otherwise permitted by the *electricity laws* to disconnect the premises.

13.2 Notice and warning of *disconnection*

We may disconnect *your* premises under clauses 13.1(c), 13.1(d), 13.1(h), 13.1(i) or 13.1(j) only if:

- (a) *we* have given *you* notice in writing ("*disconnection warning notice*") that notifies *you* of the issue which may lead to *disconnection* and requires *you* to rectify that issue within the reasonable time specified in the notice and makes clear if not rectified within this time that *we* may disconnect *your* premises; and
- (b) *you* fail to rectify the issue that could lead to *disconnection* within the time period specified in such notice; and
- (c) in relation to safe and unhindered access only, *we* have used *our* best endeavours to contact *you* to arrange an appointment with *you* for access to *your* premises in addition to providing a *disconnection warning notice*.

13.3 Life support equipment

We must not disconnect *your* premises if it is registered as having *life support equipment*, except in an emergency.

13.4 When *we* will not disconnect

- (a) Subject to paragraph (b), *we* will not disconnect the premises during the following times ('the protected period'):
 - (i) on a *business day* before 8.00am or after 3.00pm; or
 - (ii) on a Friday or the day before a *public holiday*; or
 - (iii) on a weekend or a *public holiday*; or
 - (iv) on the days between 20 December and 1 January (both inclusive) in any year; or
 - (v) if *you* are being disconnected for a failure to pay, during an *extreme weather event*.
- (b) *Your* premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an emergency; or

- (iii) as directed by a *relevant authority*; or
- (iv) if *you* are in breach of clause 7, which deals with wrongful and illegal use of electricity; or
- (v) if *your retailer* makes such a request on *your* behalf; or
- (vi) if *your premises* contain a commercial business that only operates within the protected period and where access to the *premises* is necessary to effect *disconnection*; or
- (vii) where the *premises* are not occupied.

13.5 Our rights after *disconnection*

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

13.6 *Disconnection* fee

If *you* have not complied with a *disconnection* warning notice (as referred to in clause 13.2(a)) and *we* arrive at the *premises* to perform a *disconnection*, but do not do so because *you* rectify the matter referred to in the *disconnection* warning notice, *you* will be liable to pay the relevant *disconnection* fee for *our* attendance at the *premises*.

13.7 Interaction with clause 11.3

This clause 13 and clause 14 do not limit the scope of clause 11.3 and do not apply where *we* take action under clause 11.3 (clause 11.3 deals with temporary *interruptions* and *disconnections* to address the circumstances referred to in that clause).

14 Reconnection after *disconnection*

14.1 Where we must *reconnect*

- (a) *We* must arrange for *reconnection* of the *premises* if, within 10 *business days* of *your premises* being *disconnected*:
 - (i) where *your retailer* asked for the *disconnection* - if *we* are asked by *your retailer* to *reconnect* the *premises*; or
 - (ii) in other circumstances - if:
 - A. *you* ask *us* to arrange for *reconnection* of *your premises*; and
 - B. *you* rectify the matter that led to the *disconnection*; and
 - C. *you* pay any *reconnection* charge.
- (b) *We* may terminate this contract 10 *business days* following *disconnection* if the requirements in paragraph (a) are not met.

14.2 Timeframe for *reconnection*

If, at the time of the request for *reconnection*:

- (a) *you* or *your retailer* have made arrangements for payment of the relevant *reconnection* charge; and
- (b) *you* have complied with *our* requirements under the relevant *electricity laws*; and
- (c) the necessary infrastructure to *reconnect* the *premises* remains in place; and

- (d) *you* provide safe and unhindered access to the *premises*,

we must *reconnect* the *premises* by the end of the next *business day* if the request is made before 4pm on a *business day* or by the end of the second *business day*, if the request was made after 4pm on a *business day*.

14.3 Wrongful *disconnection*

If *we* *disconnect* the *premises* where *we* did not have a right to do so, *we* must *reconnect* the *premises* as soon as possible and without charge.

15 Notices and bills

- (a) Notices and bills (where relevant) under this contract must be sent in writing, unless this contract or the *electricity laws* provide otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by *you* or by *us* (as relevant):
 - (i) on the date it is handed to the party, left at the party's *premises* (in *your* case) or one of *our* offices (which excludes depots) (in *our* case); or
 - (ii) on the date 5 *business days* after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically by *you* to an email address *we* have provided to *you* or sent by *us* to an email address *you* have provided to *us*.
- (c) Information relevant to *our customer* base generally (including as to *our* policies and technical standards) will be published on *our* website from time to time.

16 Privacy Act notice and access to information

16.1 Privacy of personal information

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

16.2 Access to information

Upon request, *we* must give *you* information about *your* electricity consumption or *our* charges for *network access services*. *We* may charge *you* a reasonable fee for any information requested.

17 Complaints

17.1 Complaints

If *you* have a complaint relating to the supply of electricity to the *premises*, or this contract generally, *you* may lodge a complaint with *us* in accordance with *our customer* contact form.

Note: *Our customer* contact form is published on *our* website.

17.2 *Our* commitment to handling complaints

If *you* make a written complaint, *we* will respond to *your* complaint within the required timeframes in *our* standard complaints and dispute resolution procedures and inform *you*:

- (a) of the outcome of *your* complaint and the reasons for *our* decision; and
- (b) that, if *you* are not satisfied with *our* response and *you* are a *small customer*, *you* have a right to refer the complaint to the Northern Territory *Ombudsman*.

18 Force Majeure

18.1 Effect of force majeure event

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

- (a) the obligation, other than an obligation to pay money (including, in *our* case, an accrued payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread *we* will be taken to have given *you* prompt notice if *we* make the necessary information available by way of a 24 hour telephone service as soon as practicable.

18.3 Obligations to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

19 General

19.1 Applicable law

The laws of the Northern Territory of Australia govern this contract.

19.2 Our obligations

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

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

19.3 Change of Law

If, after this contract commences:

- (a) a law is introduced or commences operation;
- (b) a law is modified, re-enacted or substituted; or
- (c) the interpretation of a law changes,

then this contract will be interpreted (as far as possible) in such a way as to enable compliance with that law.

19.4 Electricity Laws

- (a) To the extent of any inconsistency between the parties rights and obligations in this contract and rights and obligations under *electricity laws*, the rights and obligations under *electricity laws* will prevail.
- (b) Paragraph (a) does not apply to a right or obligation where *electricity laws* permit that right or obligation to be varied by contract.

19.5 GST

- (a) Amounts specified in *our* pricing schedules from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of *GST*. Paragraph (b) applies unless an amount payable under this contract is stated to include *GST*.
- (b) Where an amount paid by *you* or by *us* under this contract is payment for a "taxable supply" as defined for *GST* purposes, to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

19.6 Amendments

- (a) *We* may amend this contract from time to time by publishing a revised version of this contract (including Schedule 2) on *our* website. By such amendments *we* may also novate this contract to any person who succeeds *us* as owner or operator of the *electricity distribution system*.
- (b) Those amendments will take effect as from the time the contract is published on *our* website or from such later time as noted on *our* website. As from the time the amendments take effect *you* will be bound by the contract as amended.

We may also give notice via social media platforms and any other appropriate means as determined by *us*, of the fact *we* have amended the contract.

19.7 Explanation of terms

Where a word or expression is defined or given meaning below, another grammatical form has a corresponding meaning.

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

Class 1 Photovoltaic (PV) Solar System means a solar photovoltaic system generation unit which uses an inverter that changes its direct-current power to alternating current power acceptable for power system *connection*, which has nominal network voltages and maximum energy system capacities as specified on *our* website from time to time, which is capable of exporting electricity and that does not, in accordance with the guidelines *we* publish from time to time or *electricity laws*, require engineering assessment prior to *connection*;

Class 2 Photovoltaic (PV) Solar System means a solar photovoltaic system generation unit which uses an inverter that changes its direct-current power to alternating current power acceptable for power system *connection*, which has nominal network voltages and maximum energy system capacities as specified on *our* website from time to time, which is not approved for export of electricity and therefore has a zero export device and that does not, in accordance with the guidelines *we* publish from

time to time or *electricity laws*, require engineering assessment prior to *connection*;

Class 3 Photovoltaic (PV) Solar System means a generation unit which uses an inverter that changes its direct-current power to alternating current power acceptable for power system *connection* and which has nominal network voltages and maximum energy system capacities as specified on *our* website from time to time;

Class 4 Photovoltaic (PV) Solar System means a generation unit which uses an inverter that changes its direct-current power to alternating current power acceptable for power system *connection* and which has nominal network voltages and energy system capacities as specified on *our* website from time to time;

connect means to form a physical link between the *premises* and *our electricity distribution system* so that electricity can flow between the *premises* and *our electricity distribution system* and a reference to **connection** is to that link. However where *connect* is used in the context of a *small generator*, *large generator* or *PV Unit* it means to install such equipment and installations as required so that electricity can flow between the *small generator*, *large generator* or *PV Unit* and *our electricity distribution system* in parallel;

connection point means the connect point or point of supply as defined in *our* policy NP003 Installation Rules as updated from time to time;

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

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

electricity distribution system means *our* electricity transmission system and electricity distribution system for the geographical areas set out in Schedule 1 of this contract;

electricity laws means Northern Territory laws and rules, and any national laws which apply in the Northern Territory (including the National Electricity Rules as they apply in the Northern Territory), relating to electricity and the legal instruments made under those laws and rules;

electricity officer means a person appointed as such by *us* under section 52 of the Electricity Reform Act. The Electricity Officer will have an identity card;

electricity standards has the meaning set out in Schedule 2;

energy storage device means an apparatus used for storing electric energy and releasing it when required, such as batteries and uninterrupted power supplies (UPS);

extreme weather event means cyclones, severe thunder and lightning storms, wildfires, dust storms and heat which (as assessed against any criteria in *electricity laws* or published on *our* website) is considered extreme heat;

government authority means any department, authority, agency, instrumentality or other body or entity with responsibility for administering any law;

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

interrupt means to interrupt or curtail the supply of electricity from *our electricity distribution system*;

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from the *electricity*

distribution system to a *customer*, but does not include *disconnection*;

large generator means a generation unit which is not a *small generator* or a *Class 1 Photovoltaic (PV) Solar System* or *Class 2 Photovoltaic (PV) Solar System*;

life support equipment means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (g) any other equipment that a registered medical practitioner certifies is required for a person residing at the *premises* for life support;

meter means the instrument installed at the *premises* to measure the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity;

network access services means the services provided by *us*, as a network provider, to *you* whether in the form of connection services or network services, including *standard control services*;

Ombudsman means the Ombudsman of the Northern Territory, 12th Floor, NT House, 22 Mitchell Street, Darwin, Northern Territory 0800;

ongoing connection and supply contract means a contract for the supply of electricity to, and the ongoing *connection* of, a *premises*;

Power Networks Services Classification means the networks services classification document published by *us*, as amended from time to time;

premises means the address at which *network access services* are provided to *you* and, to avoid doubt, may include *your* electrical installation;

public holiday means a public holiday under the Public Holidays Act 1981;

PV Unit means either a *Class 1 Photovoltaic (PV) Solar System* or a *Class 2 Photovoltaic (PV) Solar System*;

reconnection and **reconnect** means to take action to bring a *disconnection* to an end so that electricity is again able to flow from (or to) *our electricity distribution system* to (or from) the *premises*;

relevant authority means any person or body who has the power under law to direct *us*, including the Territory or Federal Police;

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

small customer means, in relation to a *premises* which is *connected* or proposed to be *connected* to *our electricity distribution system*, a *customer* that is taking or is likely to take less than 160 megawatt hours of electricity in a financial year at that *premises*;

small generator means a generation unit or group of generation units with

- (a) aggregated rated capacity of no more than 2MW or 10% of the minimum demand of an isolated network, whichever is lesser;
- (b) *connected* to the 22 KV, 11KV or low voltage networks; and
- (c) not subject to dispatch by the system controller (as defined in the Electricity Reform Act),

but does not include a *Class 1 Photovoltaic (PV) Solar System* or a *Class 2 Photovoltaic (PV) Solar System*.

standard control services means the services classified as "Regulated network access service Standard Control Service" in the *Power Networks Services Classification*.

Schedule 1: Coverage of the contract

The geographical areas covered by this contract are as follows:

- Darwin (city, suburbs and surrounding rural areas, including Palmerston, Batchelor and Adelaide River)
- Katherine (township, suburbs and surrounding rural areas, including Pine Creek, Larrimah and Mataranka)
- Tennant Creek (township, suburbs and surrounding rural areas)
- Alice Springs (city, suburbs and surrounding rural areas)
- Daly Waters
- Borroloola
- Timber Creek
- Elliott
- Newcastle Waters
- Kings Canyon
- Ti Tree
- Yulara

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Schedule 2: Photovoltaic (PV) Inverter Network Connection Agreement

1 Overview

This Schedule 2 sets out additional terms that apply between *you* and *us* if *you* have a *PV Unit* at the *premises*. In this Schedule 2, references to the *Supply Terms* are to clauses 1 to 19 of the contract (being the provisions set out in the main body of this contract prior to Schedule 1).

To avoid doubt the provisions of the *Supply Terms* (for example and without limitation, term, notices, GST, amendments, force majeure and privacy) apply to the subject matter, transactions and dealings in this Schedule 2 unless a contrary intention appears.

References in the *Supply Terms* to *your* electrical installations include the *PV Unit*.

2 Eligibility

2.1 Connection Requirements

To be eligible to *connect* a *PV Unit* to the *electricity distribution system* and to remain *connected* to the *electricity distribution system*:

- a) the *PV Unit* must be installed at the *premises*;
- b) the *PV Unit* must comply with *electricity laws* and *electricity standards*; and
- c) the capacity of:
 - I. the *PV Unit*; and
 - II. all *PV Units* installed at the *premises*,
 must not be more than 30 kVA.

2.2 Compliance with Laws

You must ensure that the *PV Unit* complies, and continues at all times to comply, with the *electricity laws*, *electricity standards*, *approvals* and all relevant safety and technical requirements.

3 Commencement of this Schedule 2

3.1 Commencement on Publication

If at the time this contract (being the Power Services Standard Customer Supply Agreement of which this Schedule 2 forms part) is first published by *us* *you* have one or more *PV Units* at the *premises* then this Schedule 2 applies to *you* as from that publication.

3.2 Commencement of Installation

If after the time this contract is first published by *us* *you* install a *PV Unit* at the *premises* then this Schedule 2 applies to *you* as from the completion of that installation. To install such a *PV Unit* *you* must make an application to *us* in accordance with *electricity laws* and the requirements notified on *our* website and *you* must undertake that installation in accordance with all *electricity laws* including any requirements lawfully imposed by *us*.

4 Customer's Obligations

4.1 Responsibility for *PV Unit*

- a) The *PV Unit* remains at all times *your* property, despite *connection* to the *electricity distribution system*.
- b) *You* are solely responsible for, and will bear all costs associated with:
 - I. obtaining and complying with all *approvals* required for the *PV Unit*;
 - II. operating the *PV Unit*, including ongoing maintenance of the *PV Unit*;
 - III. any replacements, alterations, modifications or additions to the *PV Unit*; and
 - IV. complying with *your* obligations under this Schedule 2.
- c) *You* must ensure that:
 - I. the *PV Unit* is regularly maintained including but not limited to maintenance of the electrical protection system;
 - II. the *PV Unit* continues to comply with and perform in accordance with the *electricity laws*, *approvals* and *electricity standards*;
 - III. *our* prior written approval is obtained for any replacement of, or alterations, modifications or additions to the *PV Unit*; and
 - IV. the *PV Unit's* settings are not replaced, modified or tampered with in any way.

4.2 Operating Personnel

You must ensure that any person operating the *PV Unit*:

- a) is appropriately trained and competent in operating the *PV Unit*; and
- b) has adequate knowledge and sufficient judgment to be able to respond appropriately in an emergency.

4.3 Persons Must Be Qualified

You must ensure that only a properly licensed and/or accredited person carries out:

- a) the design of the *PV Unit*;
- b) the installation of the *PV Unit*;
- c) any maintenance of the *PV Unit*; and
- d) any replacement of, or alterations, modifications or additions to the *PV Unit*.

4.4 No Interference With Safety Notices

You must not, and must not permit any other person, to act contrary to or interfere or tamper with, remove or

otherwise damage any switches, stickers, tags or other notices (**Safety Notices**) placed by *us* on the *PV Unit*. As examples, these Safety Notices may say things such as “do not operate”, “danger” or similar.

4.5 Protection of the Network

- a) *You* will:
- I. not interfere or allow *your* employees, agents, contractors or invitees to interfere with the *electricity distribution system*, any *meter* or any other equipment *we* install to interface with the *PV Unit* (the *Infrastructure*);
 - II. use reasonable endeavours to protect the *Infrastructure* from unauthorized interference;
 - III. notify *us* of any interference, defect or damage to the *Infrastructure* within 5 *business days* of becoming aware of it;
 - IV. pay the costs of repair or replacement of the *Infrastructure*, on request, if the defect or damage was caused by *you*, including, without limitation, where caused by any failure by *you* to take reasonable care; and
 - V. not do anything that interferes with the safe or efficient operation of the *electricity distribution system* or permit anyone else to do so.
- b) If *we* reasonably consider that any part of the *PV Unit* is having an adverse effect on the *electricity distribution system*, *you* must comply with any reasonable directions given to *you* by *us* to correct that interference or effect.

4.6 Customer Acknowledgement

You acknowledge that *your* failure to comply with clauses 4.1, 4.2, 4.3, 4.4 and 4.5 may result in a safety hazard for people (including *our* employees), the environment and property (including the *electricity distribution system*).

4.7 Keep Power and Water Informed

You must properly inform *us* if there is a change in:

- a) *your* contact details;
- b) access to the *meter*; or
- c) the *PV Unit*.

4.8 Other Obligations

You must comply with:

- a) any directions given by *us* under the *electricity laws* relating to the *PV Unit*; and
- b) any reasonable directions given by *us* under this Schedule 2.

5 Metering and Other Infrastructure

5.1 Nature of the *Meter*

The *meter* at the *premises* will be of a type that can measure both *export electricity* and *import electricity*.

5.2 Ownership of Infrastructure

Unless *we* otherwise agree in writing, all equipment up to and including the *connection point* is *our* property.

6 Access to Premises

6.1 Customer to Allow Access

Without limiting *our* powers under *electricity laws* *we* (including any *electricity officer*) may access the *premises* to:

- a) inspect the *electricity distribution system*, any other equipment of *ours* at the *premises* and the *PV Unit*;
- b) investigate, examine, read and test the *electricity distribution system*, the *meter*, any other equipment of *ours* at the *premises* or the *PV Unit*;
- c) take photos or make records for the purpose of evidence;
- d) isolate the *PV Unit* from *our* *electricity distribution system*;
- e) exercise any rights *we* have under this Schedule 2; or
- f) conduct any activity required or permitted by *electricity laws*.

6.2 Notice

We will, where practicable, give *you* reasonable notice of *our* intention to enter the *premises* if access is required under clause 6.1 of this Schedule 2 except where access is required in an emergency.

7 Interrupting, Reducing or Ceasing Export of Electricity

7.1 Interruption, Reduction or Cessation of operation of the *PV Unit*

- a) The *connection* of the *PV Unit* to the *electricity distribution system* and the *electricity distribution system's* ability and availability to accept export of electricity from the *PV Unit* is subject to a variety of factors including accidents, weather, the technical limitations of the *electricity distribution system* (including limits on its ability to accept export of electricity), the acts of third parties and the need to work on electricity generation systems or the *electricity distribution system*. Accordingly, *we* do not guarantee that export of electricity from the *PV Unit* to the *electricity distribution system* will be uninterrupted.

- b) Any *disconnection* or *interruption* to the *premises* in accordance with the *Supply Terms* or otherwise in accordance with *electricity laws* will prevent or restrict *your* ability to operate the *PV Unit* and export electricity to the *electricity distribution system*.
- c) We may require *you* to interrupt, reduce or cease operation of the *PV Unit*:
 - I. in connection with any *disconnection* or *interruption* to the *premises* in accordance with the *Supply Terms* or otherwise in accordance with *electricity laws*;
 - II. to allow *us* to perform operations on the *electricity distribution system*;
 - III. if *we* reasonably believes that it is necessary to do so in an emergency situation, or to allow compliance with good electricity industry practice or due to other dangerous or unexpected events; or
 - IV. if *you* are not complying with the *electricity laws* or *electricity standards* and *we* consider such interruption, reduction or cessation of operation necessary to address any adverse impact of this non-compliance.
- c) We may also direct *you* to isolate the *PV Unit* from the *electricity distribution system* in the circumstances permitted under the *electricity laws*. *You* must comply with any such direction.
- d) If *you* fail to comply with a direction *we* give *you* to isolate the *PV Unit* from the *electricity distribution system* within such time *we* require or if *we* consider it necessary for *us* to directly take action to address any immediate or serious risk to safety or to the integrity of *our electricity distribution system* caused by the *PV Unit* then *we* may take such steps as *we* consider appropriate to isolate or make safe the *PV Unit*.
- e) Where *we* have required isolation of the *PV Unit* due to *your* failure to comply with the *Supply Terms* or this Schedule 2 or due to some other technical deficiency or failure of the *PV Unit*, *you* may not re-establish a *connection* between the *PV Unit* and the *electricity distribution system* (that is such that the *PV Unit* can export electricity into the *electricity distribution system*) until *we* are satisfied that *you* have corrected any issues with the *PV Unit* and satisfied *our* concerns. *You* will need to reapply to *us* for consent to reconnect the *PV Unit*.

7.2 Notice of Requirement to *Interrupt, Reduce or Cease*

- a) Where practicable, *we* will give *you* written notice if an interruption, reduction or cessation of operation of the *PV Unit* is required.
- b) *We* will endeavour to keep the period of interruption, reduction or cessation as short as practicable, except where the interruption, reduction or cessation is due to *your* breach of *electricity laws* or *electricity standards* or this Schedule 2 or the *Supply Terms* in which case the interruption, reduction or cessation will continue until *you* have addressed the non-compliance to *our* reasonable satisfaction.

8 Isolation of *PV Unit*

- a) Any *disconnection* of the *premises* *we* are permitted to undertake under the *Supply Terms* will result in the disconnection of the *PV Unit* from *our electricity distribution system*.
- b) *We* may direct *you* to isolate the *PV Unit* from the *electricity distribution system* at any time (such that the *PV Unit* cannot export electricity into the *electricity distribution system*) if *we* determine that the *PV Unit* is dangerous or presents a risk to:
 - I. the health or safety of *our* employees, or other persons; or
 - II. the integrity of the *electricity distribution system*.

You must comply with any such direction.

9 *Our Liability*

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

- a) The Competition and Consumer Act 2010 and some other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.
- b) Unless one of those laws requires it, *we* give no condition, warranty, guarantee or undertaking, and *we* make no representation to *you*, regarding any matter including as to:
 - I. the *connection* of the *PV Unit* to the *electricity distribution system*; or
 - II. *your* ability to export electricity to the *electricity distribution system* using that *PV Unit*,
 other than those set out in this contract.
- c) Any liability *we* have to *you* under these laws that cannot be excluded but that can be limited is (at *our* option) limited to:
 - I. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - II. in the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

- d) We are not otherwise liable to *you* for any loss *you* suffer if *we* have not been negligent or have not acted in bad faith.
- e) To the extent permitted by law (and subject to the application of the Australian Consumer Law) *we* are not liable to *you* for losses *you* suffer due to being unable to export electricity into *our* *electricity distribution system*.

9.2 No liability by us for indirect or consequential losses

To the maximum extent permitted by law (and subject to the application of the Australian Consumer Law), and despite any other provision of this contract (except for clause 9.1), *we* are not liable to *you* or anyone else for any:

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

that arises because of any act or omission by *us* in connection with the *connection* of the *PV Unit* to the *electricity distribution system* or this Schedule 2.

9.3 No liability by us for solar schemes

You acknowledge and agree that *we* are unable to, and do not, represent, warrant or guarantee:

- a) *your* eligibility, or lack of eligibility; or
- b) the eligibility, or lack of eligibility, of any person who subsequently acquires the *PV Unit*,

for, nor the amount of, any rebates, tariffs or other benefits payable or allowable to *you* under any Northern Territory or national scheme relating to *PV Units*, and that *we* have no responsibility or liability in relation to any such schemes.

10 Termination

This Schedule 2 terminates if for any reason the *Supply Terms* terminate.

11 Definitions and Interpretation

11.1 Definitions in *Supply Terms*

In this Schedule 2 terms defined in the *Supply Terms* have the same meaning unless otherwise defined.

11.2 Definitions

In this Schedule 2:

approvals means all consents, licenses, approvals, permits, registrations and other authorisations which are required to be granted by *us* or any *government authority* in relation to the installation and *connection* of the *PV Unit*;

Australian Standards means the Australian/New Zealand Standards AS/NZS 3000, AS/NZS 4777.1, AS/NZS 4777.2 and AS/NZS 5033, as amended from time to time;

connect (in addition to its meaning as set out in the *Supply Terms*) means to install such equipment and installations as

required so that electricity can flow between the *PV Unit* and *our* *electricity distribution system* in parallel;

disconnection and disconnect (in addition to its meaning as set out in the *Supply Terms*) means an action to prevent the flow of electricity to (or from) the *PV Unit* (but excluding a temporary interruption);

electricity standards means the *Australian Standards*, the *Installation Rules*, *Service Rules and Meter Manual*, the *Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters* and the "Power and Water PV Policy";

export electricity means the quantity of electricity generated by the *PV Unit* exported to the *electricity distribution system* by *you* at the *premises* as measured by the *meter*;

import electricity means electricity imported from the *electricity distribution system* by *you* at the *premises* under the *Supply Terms*;

Installation Rules, Service Rules and Meter Manual means the documents so entitled, currently published on *our* website and as revised by *us* from time to time;

Supply Terms means clauses 1 to 19 of this contract;

Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters means the document so entitled, currently published on *our* website as revised by *us* from time to time.