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 medial 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.
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
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)(i)) 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) your 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.
   (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.
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 nujjar 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.

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.

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.

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.
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.