



## Letter of Offer

Customer Name:

Customer Address:

Offer Date:

Connection Applicant:

Dear <Connection Applicant Name>,

We are pleased to provide this *Connection Offer* (Offer) to carry out a *Negotiated Connection Service* as requested in your *Connection Application*.

This Offer comprises this letter and the attached document *Negotiated Connection Agreement – General Terms and Conditions* (General Terms).

Terms in italics in this *Letter of Offer* have the meaning given to them in the General Terms. Please read this Offer carefully.

Note if you are installing at your *Premises a Medium or Large Scale PV Unit* (that is a Class 3 or Class 4 PV Unit) then this is also an Offer to enter into a *supply service* relating to the terms upon which you may keep that system *connected* to our *Electricity System* and export electricity from the *Medium or Large Scale PV Unit*. The terms of that *supply service* are set out in the Schedule 9 to the General Terms.

How to Accept this Offer

You may accept this Offer by executing it and returning it to the Power and Water mailing address specified below within 20 *Business Days* from the Offer Date.

Power and Water Corporation Customer Service Centre  
GPO Box 3596  
Darwin NT 0801

This Offer will lapse if not accepted within 20 *Business Days* from the Offer Date and you will need to make a new *Connection Application* if you wish to proceed. If you need to extend the time for acceptance or if any of the details in this Offer are incorrect, please contact Power and Water.

Authority to Contract – Who can accept this Offer?

This Offer can be accepted by either the *Customer* specified above, or another person authorised by the Customer to do so (e.g. a *Licensed Electrical Contractor* or the Customer's *electricity Retailer*). However if not being accepted directly by the Customer we will require evidence of the authority of the relevant other person to accept the Offer on behalf of the *Customer*.

Formation of Contract

When this Offer is accepted, this document and the General Terms will form a *connection contract* between the

*Customer* and Power and Water.

Regards

POWER AND WATER

# Power Services

## Negotiated Connection Agreement – General Terms and Conditions (Simple Connections)



VERSION 2.0  
D2020/525899



# Contents

<b>Contents</b> .....	<b>3</b>
<b>Part 1 Introduction</b> .....	<b>6</b>
1. Scope .....	6
2. Form and Commencement of the Contract between you and us.....	6
<b>Part 2 Terms and Conditions</b> .....	<b>7</b>
1. Definitions .....	7
2. What we will do under this Contract.....	8
2.1. Provide a <i>Connection Service</i> .....	8
2.2. When we will start and finish the <i>Connection Service</i> .....	8
2.3. Installation Energisation and your Retailer .....	9
2.4. Acknowledgements .....	9
2.5. Requirements relating to export of electricity into our Electricity System .....	9
3. What you must do under this Contract.....	9
3.1. Provide us with all information we need.....	9
3.2. Carry out preliminary work and satisfy pre-conditions .....	10
3.3. Ensure we are given safe and unhindered access to the Premises and surrounding land, protect our equipment, etc	10
3.4. Compliance with safety and technical requirements .....	11
3.5. Easements .....	11
3.6. Pay the <i>Connection Charges</i> (if any) for the <i>Connection Service</i> , and pay any other applicable charges.....	11
3.7. Security.....	12
4. Liability.....	12
4.1. How these terms operate with the Competition and Consumer Act, etc. ....	12
4.2. No liability for indirect or consequential losses .....	13
4.3. Guaranteed Service Levels .....	13
4.4. Solar Schemes .....	13
4.5. Survival .....	13
5. Transferred Works.....	13
5.1. Application .....	14
5.2. Contractors.....	14
5.3. Design.....	14
5.4. Construction .....	14
5.5. Electrical Tests.....	15
5.6. Payment of Contractors .....	15
5.7. Acceptance .....	15
5.8. Title and Risk .....	16
5.9. Defects Liability Period .....	16
5.10. Security.....	17
6. Complaints and dispute resolution .....	17



7.	Termination .....	17
7.1.	Our rights to terminate .....	17
8.	General .....	18
8.1.	Our obligations .....	18
8.2.	GST .....	18
8.3.	Privacy of personal information .....	18
8.4.	Notices.....	18
8.5.	Accrued rights and obligations .....	18
8.6.	Amendment.....	18
8.7.	Applicable law .....	18
	<b>Schedule 1 Connection specific details .....</b>	<b>19</b>
	<b>Schedule 2 Preliminary works and other pre-conditions that must be satisfied by you for a Connection Service to be provided.....</b>	<b>21</b>
	<b>Schedule 3 Make-up of Connection Charges.....</b>	<b>22</b>
	<b>Schedule 4 Extension of Augmentation Works .....</b>	<b>23</b>
	<b>Schedule 5 Customer Works .....</b>	<b>24</b>
	<b>Schedule 6 Revenue Security .....</b>	<b>25</b>
	<b>Schedule 7 Easements – Area and Terms .....</b>	<b>26</b>
	<b>Schedule 8 Transferred Works .....</b>	<b>27</b>
	<b>Schedule 9 Supply Service for Medium and Large scale Photovoltaic (PV) Solar Systems .....</b>	<b>28</b>
1.	Overview.....	28
2.	Compliance with Standards and Laws.....	28
2.1.	Connection Requirements.....	28
2.2.	Compliance with Laws.....	28
3.	Commencement of Application.....	28
4.	Customer’s Obligations .....	28
4.1.	Responsibility for <i>PV Generator</i> .....	28
4.2.	Operating Personnel.....	28
4.3.	Persons Must Be Qualified .....	28
4.4.	No Interference With Safety Notices.....	28
4.5.	Protection of the Network.....	29
4.6.	Export Limitation .....	29
4.7.	Customer Acknowledgement .....	29
4.8.	Keep Power and Water Informed.....	29
4.9.	Other Obligations .....	29
5.	Metering and Other Infrastructure .....	29
5.1.	Nature of the Meter .....	29
5.2.	Ownership of Infrastructure.....	29
6.	Access to Premises .....	29
6.1.	Customer to Allow Access .....	29
6.2.	Notice.....	29
7.	Interrupting, Reducing or Ceasing Export of Electricity .....	29



7.1.	Interruption, Reduction or Cessation of operation of the PV Generator .....	29
7.2.	Notice of Requirement to Interrupt, Reduce or Cease .....	30
8.	Isolation of PV Unit .....	30
9.	Our Liability .....	30
9.1.	How these terms operate with the Competition and Consumer Act, etc .....	30
9.2.	No liability by us for indirect or consequential losses .....	31
9.3.	No liability by us for solar schemes .....	31
10.	Termination .....	31
11.	Disputes .....	31
12.	Definitions .....	31
12.1.	Definitions in main body of Contract .....	31
<b>Execution .....</b>		<b>33</b>



# Part 1 Introduction

## 1. Scope

- (a) This document relates to new *Connections of Customers* or altering an existing *Connection of a Customer* to our *Electricity System*.
- (b) This Contract does not cover the sale of electricity to or from your Premises. This is the role of your Retailer.
- (c) Subject to paragraph (g) below as it applies to Medium or Large Scale PV Units, this document does not regulate the terms upon which you can remain Connected to our Electricity System (once an initial Connection is established) or upon which we will supply electricity to you. Unless you enter into a specifically negotiated and signed contract with us, these matters will be regulated by our Ongoing Supply Contract.
- (d) This document does not regulate the terms upon which you can export electricity into our Electricity System from a Small Scale PV Unit or upon which you may keep a Small Scale PV Unit Connected to our Electricity System. Unless you enter into a specifically negotiated and signed contract with us, these matters will be regulated by our Ongoing Supply Contract.
- (e) The current version of the contract referred to in paragraphs (c) and (d) above as our Ongoing Supply Contract is the “Standard Customer Supply Agreement” as published on our website at <https://www.powerwater.com.au/about/regulation/customer-contract>. This document will be updated from time to time by new versions being published on our website. These terms are automatically binding upon you by virtue of you being Connected to our Electricity System and taking a supply of electricity (which actions by you are taken to be acceptance of those terms).
- (f) If Schedule 1 provides you are permitted to install a Small Scale PV Unit at the Premises then you may install such Small Scale PV Unit in accordance with this Contract and may keep it Connected and operate it in accordance with your Ongoing Supply Contract.
- (g) If Schedule 1 provides you are permitted to install a Medium or Large Scale PV Unit at the Premises then, unless you agree other terms with us, the terms upon which you may install and operate such Medium or Large Scale (PV Unit are

those set out in this Contract (including Schedule 9).

- (h) If Schedule 1 does not provide you are permitted to install a Generating System (including solar panels) at the Premises then you must not install a Generating System without making a further application to us in accordance with the NT NER for consent to installation of such Generating System. You must not install and operate the Generating System until we have formed a contract with you relating to the terms upon which that Generating System may be installed by you and connected to our Electricity System.
- (i) Clause 1(h) does not prohibit you operating an existing Generating System at the Premises if contractual arrangements have been previously agreed between you and us relating to the operation of that Generating System and remain in force.

## 2. Form and Commencement of the Contract between you and us

- (a) Your Contract consists of:
  - (i) these General Terms and Conditions; and
  - (ii) the Letter of Offer.
- (b) This Contract starts when we receive from you a properly executed version of the Contract (and provided the executed version is received within 20 Business Days of the “Offer Date” or by such later time as we agree in writing).



# Part 2 Terms and Conditions

## 1. Definitions

- (a) References in this document to “us”, “we”, “our” or “Power and Water” are references to Power and Water Corporation ABN 15 947 352 360.
- (b) References in this document to “you” or “your” are to the Customer referred to in the Letter of Offer.
- (c) In this document, the words “include”, “includes” and “including” are not words of limitation.
- (d) Any words appearing like this in this document:
  - (i) which are given meanings in paragraph (e) below, have those same meanings; or
  - (ii) which are not given meanings in paragraph (e) below, have the same meanings as they have in Chapter 5A or Chapter 10 of the NT NER.
- (e) In this document:

**ACS Charges** means alternative control service charges as published on our website and approved by the AER.

**AER** means the Australian Energy Regulator.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in the Northern Territory.

**Business Hours** means from 8:00 am to 4:00 pm on a *Business Day*.

**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 solar photovoltaic system generation

unit (excluding a *Class 1 Photovoltaic (PV) Solar System*, a *Class 2 Photovoltaic (PV) Solar System* and a *Class 4 Photovoltaic (PV) Solar System*) which satisfies the requirements as published on our website from time to time including that its size does not exceed 200 kVA three phase if located in the Darwin region and does not exceed 100 kVA three phase if located in the Alice Springs, Katherine and Tennant Creek regions.

**Class 4 Photovoltaic (PV) Solar System** means a solar photovoltaic system generation unit (excluding a *Class 1 Photovoltaic (PV) Solar System*, a *Class 2 Photovoltaic (PV) Solar System* and a *Class 3 Photovoltaic (PV) Solar System*) which satisfies the requirements as published on our website from time to time including that its size exceeds 200 kVA three phase if located in the Darwin region and exceeds 100 kVA three phase if located in the Alice Springs, Katherine and Tennant Creek regions.

**Contract** means this *connection contract* described in clause 1 of Part 1.

**Connection** (as a verb) means to form a physical link between the *Premises* and our *Electricity System* so that electricity can flow between the *Premises* and our *Electricity System* and a reference to *Connection* (as a noun) is to that link. Connect and Connected have a corresponding meaning. Where Connect is used in the context of a *Generating System* it includes to install such equipment and installations as required so that electricity can flow between the *Generating System* and our *Electricity System* in parallel.

**Connection Alteration** means an alteration to an existing *Connection*, including an addition, upgrade, extension, expansion, augmentation or any other kind of alteration.

**Connection Application** means an application for a new *Connection* or *Connection Alteration* made using the form set out on our website.

**Connection Charge** means a charge imposed by us for provision of a *Connection Service*.

**Connection Service** means either a service relating to a new *Connection* or a *Connection Alteration* or both provided by us under this *Contract*.

**Connection Work** means the work which we must undertake to provide the *Connection Service* which may include extending or augmenting the *Electricity System*, constructing *Connection* assets and changing or reconfiguring the meter at the *Premises*.



**Consequential Loss** is defined in clause 4.2(a).

**Customer** means a person who buys or wants to buy electricity from a *Retailer* and includes *retail customers* as defined by the *NT NER*.

**DLP Security** is defined in clause 5.10.

**Electricity Laws** means Northern Territory laws and rules, and any national laws which apply in the Northern Territory (including the *NT NER*), relating to electricity and the legal instruments made under those laws and rules.

**Electricity System** means our electricity transmission system and electricity distribution system.

**Force Majeure Event** means any event or circumstance whatsoever that is outside our control, and includes any event or circumstances beyond the control of our subcontractors.

**Generating System** means any units capable of generating electricity and the equipment used in association with those generating units and to avoid doubt includes any solar photovoltaic systems.

**Generating System Meter** means a metering installation which is a bi-directional meter that measures both import and export energy flows. Energy flowing from the *Electricity System* into a *Customer's* installation is stored in an import register and energy flowing from the *Customer's* installation into the *Electricity System* is stored in an export register.

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

**Handover Certificate** means a certificate referred to in clause 5.7.

**Latent Conditions** means any unanticipated physical conditions (including rocks, items of heritage value or artificial objects) at the *Premises* or any other site at which we must undertake the *Connection Work* which delay us undertaking the *Connection Work* or increase the costs of undertaking the *Connection Work*.

**Letter of Offer** means the document issued to you titled "letter of offer".

**Licensed Electrical Contractor** means a person, partnership or company licensed as an "Electrical Contractor" under the Electrical Workers and Contractors Act 1978.

**Medium or Large Scale PV Unit** means a *Generating System* which is either a *Class 3 Photovoltaic (PV) Solar System* or a *Class 4 Photovoltaic (PV) Solar System*.

**NT NER** means the National Electricity Rules as in force in the Northern Territory.

**Ongoing Supply Contract** means our Standard Customer Supply Agreement or equivalent (as

published by us on our website from time to time) setting out terms for the supply of electricity to you, the receipt of exported electricity from you (if applicable) and the ongoing *Connection* of the *Premises* to our *Electricity System* or any contract you and we have entered into to apply in place of that Standard Customer Supply Agreement.

**Premises** means the premises referred to in Schedule 1.

**Retailer** means a person or entity that is licensed to sell electricity to *Customers* in the Northern Territory.

**Security** means an unconditional and irrevocable bank guarantee.

**Small Scale PV Unit** means a *Generating System* which is either a *Class 1 Photovoltaic (PV) Solar System* or a *Class 2 Photovoltaic (PV) Solar System*.

**Transferred Works** is defined in clause 5.1.

**Wiring Diagram** means a high quality electrical wiring diagram which details, to the extent relevant to the *Generating System*, the electrical installations at the *Premises* and their *Connection* to our *Electricity System*.

## 2. What we will do under this Contract

### 2.1. Provide a Connection Service

- (a) Under this Contract, we agree to provide you with the Connection Service, unless:
  - (i) we exercise a right we have under this Contract to not provide that service; or
  - (ii) we are required by any Electricity Law, or exercise a right we have under any Electricity Law, to not provide that service.
- (b) Unless otherwise agreed with you in writing, we have the absolute right to determine the design, specification and any other requirements for the Connection Work, which could include (for example, in the case of a new Connection) determining:
  - (i) where the Premises are to be Connected to our Electricity System; and
  - (ii) the point of origin, route and facilities required for any such Connection.
- (c) We will provide to you within a reasonable time such information as you reasonably request relating to the Connection Service or Connection Work.

### 2.2. When we will start and finish the Connection Service





- (a) We will use our best endeavours to complete the Connection Work within the timeframes set out in Schedule 1.
- (b) However we will not commence the Connection Service until you have satisfied the pre-conditions set out in Schedule 2 and you provide us convenient and unhindered access to the Premises.
- (c) Without limitation, the following matters may delay us undertaking the Connection Work:
  - (i) if you fail to comply with this Contract;
  - (ii) a Force Majeure Event;
  - (iii) Latent Conditions;
  - (iv) weather events;
  - (v) where we are prohibited from carrying out the Connection Work by applicable laws;
  - (vi) if emergencies or other events adversely impact our Electricity System and, as a prudent operator, we need to divert resources to address these events;
  - (vii) if there are delays in obtaining from relevant government agencies, local authorities or operators of other infrastructure (for example roads or telecommunications infrastructure) the approvals and consents required by us to perform the Connection Work;
  - (viii) if the approvals and consents granted to us to perform the Connection Work contain conditions which we, in good faith, consider are unusual or onerous;
  - (ix) if you have provided us incorrect information (in which case we may take such action as we, acting reasonably, consider appropriate, including suspending work until you provide us with the correct information);
  - (x) if we become aware of obstructions or other conditions at the Premises which materially adversely affect our ability to undertake the Connection Work;
  - (xi) delays caused by third parties including operators of other infrastructure (for example roads or telecommunications infrastructure) or owners or occupiers of any land to which we need access; or
  - (xii) if we suspend work in circumstances permitted by this Contract.
- (d) Unless otherwise agreed by us and you, we will undertake our work during Business Hours. Except to the extent we have agreed to undertake after hours work, we are not obliged to undertake work outside Business Hours to overcome or mitigate the extent of any delay which has occurred.
- (e) We are not obliged to allocate additional resources to overcome a delay to the Connection Work caused by a matter in clause 2.2(c).

## 2.3. Installation Energisation and your Retailer

- (a) Where you have requested a new Connection from us we are not obliged to energise this new Connection until we receive a request to energise the new Connection from a Retailer or we are otherwise satisfied you have a contract with a Retailer in relation to the Premises.
- (b) We will not energise a Generating System Meter at the Premises until:
  - (i) you have entered into a contract with a Retailer for purchase by the Retailer of electricity generated by the Generating System and exported into our Electricity System; and
  - (ii) you or your Retailer has provided to us such evidence to substantiate this has been done, as we may reasonably require.

## 2.4. Acknowledgements

You acknowledge the following:

- (a) the installation of a Generating System may result in a change in the network tariffs applicable to the Premises and may also result in a change in the amount charged to you by your Retailer; and
- (b) if your metering installation, in being changed to a Generating System Meter, cannot be reconfigured remotely, then there will be a short interruption to the electricity supply to the Premises while this change is made.

## 2.5. Requirements relating to export of electricity into our Electricity System

- (a) In order for you to have the ability to export electricity into our Electricity System from the Premises, you must have installed at your Premises, at all times, a Generating System Meter.
- (b) You must not operate your Generating System until such a Generating System Meter is installed. If you breach this requirement and export electricity you will not be entitled to any credits or payments on account of that export, and your electricity consumption for the period prior to installation of the meter will need to be based on an estimate.

# 3. What you must do under this Contract

## 3.1. Provide us with all information we need

- (a) You must give us:



- (i) all information about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any aspect of the Connection Service or the Premises, as early as possible before we commence the Connection Service; and
  - (ii) all other information that we may reasonably require at any time for the purposes of this Contract.
- (b) You must notify us immediately if:
- (i) any information that you have previously provided to us is no longer accurate in any respect; or
  - (ii) you become aware of any matter or thing that might affect in any way:
    - A. the nature, cost or timing of any aspect of the Connection Service; or
    - B. anything else we are required to do under this Contract.
- (c) All information you give us must be correct, and you must not mislead or deceive us in relation to any information provided to us.
- (d) It is your responsibility to determine whether the electrical installations and other equipment you are proposing to install at the Premises are appropriate for your purposes. You must make your own assessment of these matters and seek advice from a Licensed Electrical Contractor or other qualified professional. We do not make any assessment of these matters or provide advice as to these matters. Any information we seek, and comments we make, about your electrical equipment are for our internal purposes and for the purposes of ensuring the integrity of the Electricity System and not for the purpose of providing advice to you.

### **3.2. Carry out preliminary work and satisfy pre-conditions**

- (a) We will not be required to start the Connection Work unless you have first:
- (i) properly carried out the preliminary work both specified in Schedule 2 and Schedule 5 that we require to be carried out before we will perform the relevant Connection Work; and
  - (ii) satisfied each other pre-condition required to be satisfied before we will perform the Connection Work.
- (b) You must undertake any works set out in Schedule 5.

### **3.3. Ensure we are given safe and unhindered access to the Premises and surrounding**

### **land, protect our equipment, etc**

- (a) You must allow us, and our authorised representatives and subcontractors, to have access to the Premises, the surrounding land and all improvements on the land at all times we require so that we can carry out an inspection (if we choose to do one and including an inspection of your electrical installations) and provide a Connection Service. The access you provide must be safe, convenient and unhindered, and includes you taking all appropriate action to prevent menacing or attack by animals whenever we, our authorised representatives or subcontractors attend at, or near, the Premises. If we require it the access must extend to permitting us to bring equipment and vehicles onto the Premises.
- (b) If necessary you must provide safety equipment and appropriate safety instructions to our representatives to ensure our safe access to the Premises.
- (c) Where the Premises has site induction and safety procedures, you must ensure that our personnel who attend at the Premises are properly inducted in those procedures (provided those procedures must not be applied in an unreasonable manner which restricts our access to the Premises).
- (d) Where there are any hazards or other threats to safety on the Premises you must ensure that we are fully notified of those hazards and properly inducted in the procedures applicable at the Premises to avoid and mitigate such hazards and other safety threats.
- (e) You must immediately notify us if you becomes aware of any danger or defect in any of the electrical installations at the Premises.
- (f) If we consider the condition of the Premises unsafe for us to undertake the Connection Work, then we may suspend the undertaking of the Connection Work until the unsafe situation is rectified. Subject to Electricity Laws, you must reimburse us for any additional costs we incur due to such suspension which costs will be calculated at our applicable rates (including idle labour time charged at our applicable rates to the extent such idle labour cannot reasonably be deployed to other activities).
- (g) If the unsafe situation is not rectified within 14 days of us notifying you of the unsafe situation, we may, by notice to you, terminate this Contract.
- (h) If we need access to any neighbouring properties in order to carry out the Connection Service for you, but we are refused such access, or a physical impediment (like a fence) prevents us from gaining that access, or we gain access but it is



either unsafe or we are hindered in any way, then we will not be required to provide the Connection Service until such time as the relevant issue is rectified. If not rectified within 21 days of us notifying you of the issue, we may, by notice to you, terminate this Contract.

- (i) If we require it, you must accommodate at the Premises and protect from harm, any items or equipment (including any network device) that we or our subcontractors install in order to provide you with a Connection Service.

### **3.4. Compliance with safety and technical requirements**

- (a) You must comply with all your obligations under Electricity Laws.
- (b) You must ensure that all work in relation to the electrical installations at the Premises must be, or must have been, carried out by a Licensed Electrical Contractor.
- (c) You, and any Licensed Electrical Contractor engaged by you, must comply with:
  - (i) the technical requirements set out in the Electricity Reform (Safety and Technical) Regulations 2000;
  - (ii) Australian Standard 3000 – Wiring Rules;
  - (iii) if the Connection Service is for a temporary supply, AS/NZS3012 (Construction and Demolition sites);
  - (iv) the following documents as published on our website from time to time: “Network Technical Code and Planning Criteria” and “Metering Manual” and “Installation Rules and Service Rules”;
  - (v) where you are installing a Generating System which is an inverter, Australian Standard 4777- Grid Connection of Energy Systems via inverters;
  - (vi) where you are installing a Generating System which is a photovoltaic system, Australian Standard 5033 – Installation of Photovoltaic Arrays and the document “Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters” published on our website;
  - (vii) the requirements of any other applicable Australian Standard; and
  - (viii) any reasonable requirement we make in relation to the installation of additional equipment on, or in connection with, your Premises for the purposes of ensuring the safe and reliable operation of our Electricity System.
- (d) You must, except to the extent we expressly agree otherwise in writing, undertake the electrical installation works which correspond exactly with the description set out in your

Connection Application to us and any other documents you have provided to us.

- (e) If you are installing a Generating System you must, except to the extent we expressly agree otherwise in writing, install a Generating System which corresponds exactly with the description set out in your Connection Application to us and any other documents you have provided to us
- (f) We will not be required to provide a Connection Service unless you comply fully with the requirements of this clause 3.4.

### **3.5. Easements**

- (a) You must ensure we are granted any easements specified in Schedule 7.
- (b) The easements must contain those terms specified in Schedule 7, be over the areas specified in Schedule 7 as modified to reflect the final configuration of the assets constructed by us as part of providing the Connection Service (and of any Transferred Works) and otherwise be in a form acceptable to us having regard to our standard practices.
- (c) You must arrange for the undertaking of a survey plan, by a surveyor acceptable to us acting reasonably, and for registration of that plan and the easements.
- (d) The easements must be granted to us and registered on the titles to the relevant land no later than the point in time at which we are ready to commission the Connection Works. We may defer commissioning the Connection Works until the easements are so granted and registered.

### **3.6. Pay the Connection Charges (if any) for the Connection Service, and pay any other applicable charges**

- (a) The charges set out in Schedule 3 are payable for the Connection Service.
- (b) Except where clause 3.6(c) applies, you must pay us the Connection Charges (if any) that are payable for the Connection Service we provide under this Contract.
- (c) If your Retailer has applied on your behalf for the Connection Service (that is, your Retailer accepted the offer on your behalf) we will bill your Retailer for the Connection Charges that are payable for the Connection Service we provide under this Contract. Your Retailer may seek to recover the Connection Charges from you in accordance with your contractual arrangements with that Retailer.
- (d) Where you are required to pay us the Connection Charges then you must pay these to us on acceptance of the Letter of Offer and in any case by the due date set out in any invoice we issue to



you for those Connection Charges. We may issue invoices to you before we commence the Connection Work and are not obliged to commence the Connection Work until the invoices are paid. However if the Connection Work involves staged construction work then only the portion of the Connection Charges set out in Schedule 1 is due on acceptance and the remaining Connection Charges are due at the times specified in Schedule 1. If we are entitled to invoice you additional amounts to the Connection Charges set out in Schedule 3 you must pay those amounts by the due date set out in the relevant invoice.

- (e) The Connection Charges have been determined based upon the information you have, both directly and indirectly (for example, information which you provide to your Retailer which is then provided to us), provided to us. If this information is inaccurate then we may:
  - (i) revise the Connection Charges to reflect the level the Connection Charges would have been set at had accurate information been provided to us; and
  - (ii) charge you a wasted visit fee (as set out in our published ACS Charges) in accordance with the procedures noted in clause 3.6(c) and (d).
- (f) Subject to any requirements of Electricity Laws, we may adjust the Connection Charges to reflect the additional costs incurred by us if any of the following events occur:
  - (i) you breach this Contract;
  - (ii) we are granted an approval or consent on terms which we, acting reasonably, consider to be unusual or onerous (having regard to the terms upon which such approvals or consents are usually granted);
  - (iii) we have to re-attend at the Premises due to any act or omission of yours (including without limitation you advising us the preliminary works have been completed and other pre-conditions satisfied and this is in fact incorrect);
  - (iv) our ability to undertake the Connection Work is affected by Latent Conditions.
- (g) If we are entitled to charge you additional Connection Charges or other amounts under this Contract, they may be invoiced in accordance with clause 3.6(c) or (d). Any invoice we issue to you must be paid by the due date set out in that invoice.
- (h) If you do not pay the full amount of:
  - (i) the Connection Charges (if any) by the due date of our invoice; or
  - (ii) any additional charges that we invoice you for under clause 3.6(e) or (g) by the date required on the invoice,

then, in addition to the relevant amount payable and subject to the requirements of applicable law, you agree to pay to us (on demand) an amount equal to the costs and expenses that we incur in seeking, and/or recovering, payment from you.

### 3.7. Security

- (a) If required by Schedule 6 you must provide us Security for the amount specified in Schedule 6.
- (b) The Security must be from a financial institution acceptable to us (with an office in Darwin at which the Security may be presented for payment) and must be on terms acceptable to us.
- (c) The financial institution must have a credit rating of at least A- (Standard & Poor's) or A3 (Moody's Investor Service).
- (d) The purpose of the Security is to provide assurance against any estimated incremental revenue assumed by us in calculating your Connection Charges which we consider at risk of not being recovered.
- (e) You must ensure that the Security remains in place for the period specified in the Schedule 6.
- (f) At the end of each year from the completion of the Connection Work, we will assess if the amount of the Security is greater than the amount required under Schedule 6 as at the end of that year. If it is greater we will release the existing Security but only once you have provided to us replacement Security for the amount specified in Schedule 6.
- (g) We may call upon the Security from time to time if we do not receive, from you or any subsequent owner or occupier of the Premises, the stream of revenue we have assumed in formulating the Connection Charges.
- (h) You must not seek to restrain or prevent us from calling on any Security, the issuer of the Security from paying any amount pursuant to that Security or us from using or applying any amount obtained by us by calling on the Security.
- (i) If the Security ceases to be valid, binding or enforceable, the issuer of the Security claims that it is no longer valid, binding or enforceable or the issuer of the Security ceases to have a credit rating of at least the amount referred to in clause 3.7(c) then you must within 5 Business Days provide us with replacement Security in the amount required by Schedule 6.

## 4. Liability

### 4.1. 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 condition or suitability of electricity or a Connection Service; or
  - (ii) the quality, fitness or safety of electricity or a Connection Service, 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; or
  - (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) Nothing in this Contract limits any limitations of liability or immunities granted to us under Electricity Laws.
- (f) Except to the extent Schedule 9 applies to you, this Contract does not govern the ongoing Connection of your Premises or any Generating System to our Electricity System, or the supply of electricity to those Premises or export of electricity to our Electricity System from any Generating System. These matters, and our liability in relation to them, is regulated by the Ongoing Supply Contract.
- (g) This paragraph applies if you have a Generating System Connected to our Electricity System. You acknowledge that the Connection of a Generating System to our Electricity System at the Premises is subject to fluctuations and interruptions from time to time which may affect your ability to maintain Connection of your Generating System and/or export electricity to our Electricity System for a variety of reasons (including voltage fluctuations and associated impacts that are outside of our control) and, therefore you acknowledge and agree that:
  - (i) we are unable to, and do not, represent, warrant or guarantee that you, or any person who subsequently acquires the Generating System, will be able to maintain Connection of the Generating System and/or export electricity to our Electricity System at any time; and

- (ii) such fluctuations or interruptions may damage the Generating System or cause it to malfunction.

## 4.2. No liability for indirect or consequential losses

- (a) To the maximum extent permitted by law, and despite any other provision of this Contract (except for clause 4.1(a), we are not liable to you or anyone else for any:
  - (i) loss of production, revenue, profit, business, goodwill, opportunity, contract, or anticipated savings, or
  - (ii) any loss or corruption of data or loss of privacy of communications; or
  - (iii) indirect, special or consequential loss, cost, damage, or expense, (Consequential Loss) that arises because of any act or omission by us or our authorised representatives or subcontractors in carrying out, or failing to carry out, a Connection Service or any other obligation of ours under this Contract.
- (b) Despite any other provision of this Contract, you are not liable to us for any Consequential Loss that arises because of any act or omission by you (other than a failure to pay amounts due to us under this Contract) in relation to a Connection Service or any other obligation of yours under this Contract.

## 4.3. Guaranteed Service Levels

Nothing in this clause 4 limits our obligation to pay you an amount we are required to pay you under the *Electricity Laws* because we have failed to comply with a guaranteed service level.

## 4.4. Solar Schemes

Without limiting clause 4.1 or clause 4.3, 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 Generating System,

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 Generating Systems (including the Northern Territory solar feed-in tariff schemes), and that we have no responsibility or liability in relation to any such schemes.

## 4.5. Survival

This clause 4 survives the expiration, or termination, of this Contract.

## 5. Transferred Works



## 5.1. Application

- (a) This clause 5 applies if Schedule 1 provides you are to arrange for the construction of any assets and the transfer of those assets to us (Transferred Works).
- (b) You must procure the design, construction, testing and commissioning of the Transferred Works is undertaken in accordance with this clause 5, in accordance with any of our standards, guidelines and procedures relevant to the type of Transferred Works being undertaken by you and in accordance with our reasonable directions. Our standards, guidelines and procedures are published on our website.
- (c) Without limiting clause 5.1(b), you must comply with our standard “NP020 Guidelines for Developers of Subdivisions and Electricity Infrastructure” to the extent it is relevant given the nature of the Transferred Works.

## 5.2. Contractors

- (a) You must notify us of the name, address and contact details of each contractor you propose to use to undertake the design and construction of the Transferred Works. You must notify us as soon as is reasonably practicable of any changes to these details.
- (b) You may only use contractors who are accredited with us. If you propose to use a contractor who is not accredited with us, they must obtain accreditation before they may begin any work in respect of the Transferred Works.
- (c) We do not recommend any contractor and you must form your own view as to whether any contractor has the requisite skills and competence to undertake the design and construction of the Transferred Works.

## 5.3. Design

- (a) Before construction of the Transferred Works commences, you must provide us with the proposed design for the Transferred Works and a program for the works appropriate to the type of Transferred Works. The design must be based upon the specifications we provide to you.
- (b) Before preparing the design the contractors you have engaged to undertake the design must review the specifications we have provided and satisfy themselves the specifications are correct. If the contractors identify any issues with the specifications these must be raised with us as soon as is reasonably practicable.
- (c) We may reject the design of, and program for, the Transferred Works if we consider, acting reasonably, the proposed design does not meet the specifications we provide and if we consider, acting reasonably, the program is not appropriate having regard to the requirements of

this clause 5. If we reject the design or program we will notify you and provide our reasons for the rejection. You must revise the design and/or program to address the reasons for the rejection and resubmit it to us.

- (d) Unless otherwise provided in the Schedules to this document, the Connection Charges set out in Schedule 3 assume one review by us of the design of, and program for, the Transferred Works. Where we are required to consider the proposed design of or program for the Transferred Works on more than one occasion then we may charge you our costs of considering each subsequent proposed design or program (after the first request) at our applicable rates as in force at the relevant time.

## 5.4. Construction

- (a) Without limiting clause 5.1, you must ensure the Transferred Works are constructed in accordance with the approved design, the specifications we provide, all applicable laws and applicable Australian Standards.
- (b) The construction and all other on-site activities relating to the Transferred Works must be undertaken in accordance with our “Safe Working Procedures” and our “Access to Apparatus Rules Manual”.
- (c) All materials used in the Transferred Works must be from a Power and Water approved manufacturer or supplier. Approved manufacturers and suppliers are set out in the “Power and Water Corporation – Power Networks – Approved Materials List” set out on our website.
- (d) You must ensure all required notifications are given to government authorities prior to commencing a stage of the Transferred Works for which such a notice is required to be given. You must provide a copy of each such notice to us.
- (e) You must:
  - (i) promptly give us whatever information we may request from time to time about the construction of the Transferred Works;
  - (ii) allow us to inspect the Transferred Works whenever we may require from time to time during their construction (and ensure any relevant contractors are available at site during such inspection);
  - (iii) allow us to undertake such tests of the Transferred Works as we require to assess if the Transferred Works comply with the requirements of this clause 5.
- (f) If any part of the Transferred Works is sealed in an enclosure, covered up or buried before we have undertaken any inspection or test we wish to undertake, you must ensure your contractors open the seal, uncover or expose those



Transferred Works as required by us to undertake that inspection or test.

- (g) Unless otherwise provided in the Schedules to this document, the Connection Charges set out in Schedule 3 assume one test and inspection by us of the Transferred Works (or a discrete part of the Transferred Works). Where we are required to undertake a test or inspection on more than one occasion (because the first time the test was undertaken the Transferred Works failed the test or inspection or because of some other deficiency in the Transferred Works or because we in accordance with good electricity industry practice require further tests or inspections) then we may charge you our costs of undertaking (as applicable) each subsequent test or inspection (after the first test or inspection) at our applicable rates in force at the relevant time.
- (h) If we re-attend at the site of the Transferred Works to undertake an inspection or test because access to the Transferred Works was not provided to us when we first attended the site for that inspection or test, we may charge you our costs of re-attending at our applicable rates in force at the relevant time.
- (i) You must ensure that none of the Transferred Works encroach on any property outside the boundaries of any easements proposed to be granted to us.

## 5.5. Electrical Tests

- (a) You must undertake the following electrical tests:
  - (i) those set out in the specifications we provide to you;
  - (ii) those which are required by our standards, guidelines and procedures relevant to the type of Transferred Works being undertaken by you; and
  - (iii) those which we reasonably direct you to undertake.
- (b) Where the tests have been undertaken and successfully passed you must ensure there is provided to us a certificate showing the results of those tests and a certificate of compliance certifying that every contractor has completed its portion of the Transferred Works and agrees those works are in a condition ready for energisation. Each certificate must be signed by the relevant contractor and be in such form as we require.
- (c) Unless otherwise provided in the Schedules to this document, the Connection Charges set out in Schedule 3 assume one conduct of each test. Where a test is required to be repeated (because the first time the test was undertaken the Transferred Works failed the test or because of some other deficiency in the Transferred Works or because we in accordance with good electricity industry practice require further tests

or inspections) and we attend at both the first test and at any subsequent undertaking of the test then we may charge you our costs of attendance and/or undertaking each test (after the first test) at our applicable rates in force at the relevant time.

## 5.6. Payment of Contractors

- (a) You must ensure all your contractors undertaking design, construction or other works in relation to the Transferred Works are paid all amount due to them.
- (b) You must provide to us a certificate signed by each of your contractors confirming they have received all amounts due to them.

## 5.7. Acceptance

- (a) When you consider the Transferred Works are complete you must issue to us a request seeking a "Handover Certificate". Such request must be accompanied by:
  - (i) each certificate referred to in clause 5.5(b) and clause 5.6(b);
  - (ii) as constructed drawings in A1, A3 hard copies and .dgn electronic copies prepared in accordance with good electricity industry practice and any standards published or notified by us; and
  - (iii) a "Certificate of Completion and Handover" (in such form as specified by us from time to time) signed by your head contractor certifying that the Transferred Works have been completed in accordance with the approved design and the remaining requirements of this clause 5 and that all contractor's employees, plant, materials and equipment (used for construction) are clear of the site of the Transferred Works.
- (b) You must promptly provide to us whatever information we may request to satisfy ourselves the Transferred Works have been designed and constructed in accordance with this clause 5.
- (c) If satisfied the Transferred Works are complete and comply with this clause 5 and we have received each document required under this clause 5, we will issue a Handover Certificate. If we are not so satisfied we will notify you of our reasons for refusal and you must address these reasons for refusal as soon as reasonably practicable. Once addressed you must make a further application for issue of a Handover Certificate.
- (d) Unless otherwise provided in the Schedules to this document, the Connection Charges set out in Schedule 3 assume one consideration of a request for issue of a Handover Certificate. Where we are required to consider more than one request for a Handover Certificate then we may charge you our costs of considering each



subsequent request (to the first request) at our applicable rates in force at the relevant time.

- (e) The effect of a Handover Certificate is that risk in, and control of, the Transferred Works will pass to us. Such a certificate is not a representation that the Transferred Works comply with the requirements of this Contract and does not relieve you of any liability or responsibility if the Transferred Works do not comply with the requirements of this Contract.

## 5.8. Title and Risk

- (a) Until the Handover Certificate referred to in clause 5.7 is issued you have control of, and all risk in, the Transferred Works. You are responsible for remedying, at your own cost, any defect or deficiency in, or damage to, the Transferred Works and are responsible for any damage caused by the Transferred Works to any other property or person.
- (b) Upon the issue of the Handover Certificate we will assume control of, and risk in, the Transferred Works but without limiting your obligations under clause 5.9.
- (c) You must ensure no mortgages, charges, liens or other encumbrances are created, or arise, over the Transferred Works in favour of any person and that good and unencumbered title to the Transferred Works vests in us. You must ensure that no act or event occurs which prejudices our ownership interest in the Transferred Works.
- (d) You must pay (or if the tax is imposed on us, reimburse us) any stamp duty and other taxes (including income tax or income tax equivalent payments) which are imposed in respect of the transfer of the ownership of the Transferred Works and arrange for any necessary stamping and registration of documents.
- (e) You must provide us with whatever documents we require from time to time to evidence or further assure our title to the Transferred Works and to confirm you have complied with this clause 5.8. These documents must be in form and substance satisfactory to us.
- (f) Upon the issue of the Handover Certificate you must ensure there is transferred to us all of the right, title, interest and claim you and your contractors have under any manufacturers' warranties in relation to the Transferred Works. You must ensure there is executed such documents as we require to evidence and effect that transfer.
- (g) You must ensure that either any intellectual property rights in the Transferred Works and in any designs, plans or other documents relating thereto are transferred to us or that we are given a perpetual, irrevocable, transferable, world-wide licence (capable of being sub-licensed) to use those intellectual property rights as required

to operate, maintain, upgrade, repair, manage and otherwise utilise the Transferred Works. This clause does not extend to the intellectual property rights of those entities which manufacture or distribute the actual equipment which makes up the Transferred Works in that equipment.

- (h) You must ensure that such documents are executed as required to ensure the effective transfer or grant of the intellectual property rights referred to above and that we are able to utilise and modify all documents the subject of those rights. Such documents required to be entered into may include moral rights waivers by the authors of any design or other documents.
- (i) You must ensure that the Transferred Works do not infringe the intellectual property rights of any person.
- (j) You must provide to us all keys, passwords and operating and maintenance manuals in your possession or control (including the possession or control of your contractors) which relate to the Transferred Works.

## 5.9. Defects Liability Period

- (a) Subject to clause 5.9(f), the defects liability period is the period of 24 months from the issue of the Handover Certificate under clause 5.7 or from the date we establish and energise the connection between the Transferred Works and our Electricity System.
- (b) A defect in the Transferred Works means any faulty workmanship, any defective goods, materials, software, firmware or hardware or other items comprising all or part of the Transferred Works or any non-compliance of the Transferred Works with applicable laws, the specifications we provide or the remaining requirements of this Contract.
- (c) If any defect in the Transferred Works is identified during the defects liability period you must, at our option:
  - (i) rectify that defect within such reasonable period as we specify and to our satisfaction; and
  - (ii) reimburse us the costs of rectifying the defect.
- (d) What is a reasonable time for the purposes of clause 7.9(c) will be determined by us having regard to all relevant factors, including any safety or legal issues created by the defect and the immediacy of the threat to the Electricity System. Where you fail to rectify the defect within the period we specify (or where we form the view you will not be able to rectify the defect within that period) then we may proceed to undertake the rectification of the defect.
- (e) You must reimburse us any costs we incur in rectifying a defect.





- (f) During the 24 month period referred to in clause 5.9(a) we may undertake an inspection of the Transferred Works. You or your head contractor may attend that inspection. If we identify any defects during that inspection clause 5.9(c) to 5.9(e) will apply to them.
- (g) Nothing in this clause 5.9 or the expiry of the defects liability period limits our other rights, power or remedies against you in respect of any defect or breach of this Contract.

### 5.10. Security

- (a) You must provide us a Security for the amount specified in Schedule 8 as security against your obligations under clause 5.9 (DLP Security)
- (b) The DLP Security must be in the form of a bank guarantee.
- (c) The DLP Security must be from a financial institution acceptable to us (with an office in Darwin at which the DLP Security may be presented for payment) and must be on terms acceptable to us. The bank guarantee must be provided to us by the date specified in Schedule 1.
- (d) The financial institution providing the bank guarantee must have a credit rating of at least A- (Standard & Poor's) or A3 (Moody's Investor Service).
- (e) We may call on the DLP Security to recover any amount owing to us under clause 5.9.
- (f) You must ensure that the DLP Security remains in place until the expiry of the defects liability period under clause 5.9. We will return to you any DLP Security we hold upon the expiry of the defects liability period and finalisation of any claims arising in respect of the defects liability period.
- (g) You must not seek to restrain or prevent us from calling on any DLP Security, the issuer of the DLP Security from paying any amount pursuant to that DLP Security or us from using or applying any amount obtained by us by calling on the DLP Security.
- (h) If the DLP Security ceases to be valid, binding or enforceable, the issuer of the DLP Security claims that it is no longer valid, binding or enforceable or the issuer of the DLP Security ceases to have a credit rating of at least the amount referred to in clause 5.10(d) then you must within 5 Business Days provide us with DLP Security in the amount required by Schedule 1.
- (i) If at any time the uncalled amount of the DLP Security is less than the amount required by Schedule 1 (including because we have called upon the DLP Security) you must within 5 Business Days provide us with additional or replacement Security so the amount of the DLP Security we hold is not less than the amount specified in Schedule 1. Without limiting our

other rights, if you fail to do so we may call on the DLP Security and hold the amount called down as cash security for the performance of your obligations under clause 5.9.

## 6. Complaints and dispute resolution

- (a) If you have a complaint relating to this Contract, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) Our standard complaints and dispute resolution procedures are published on our website at [https://www.powerwater.com.au/contact\\_us/complaints-and-resolutions](https://www.powerwater.com.au/contact_us/complaints-and-resolutions).

## 7. Termination

### 7.1. Our rights to terminate

- (a) We may terminate this Contract if you breach this Contract and do not remedy that breach to our reasonable satisfaction within 7 days of notice from us.
- (b) We may terminate this Contract by notice to you with immediate effect if you make any act or omission which exposes any of our employees or contractors to any personal danger or if you otherwise act in an unsafe manner.
- (c) We may terminate this Contract by notice to you with immediate effect if:
  - (i) by your acts or omissions you cause a delay to the Connection Work of more than 60 days;
  - (ii) if you have not satisfied the pre-conditions referred to in clause 3.2 within 120 days of commencement of this Contract; or
  - (iii) if due to any Latent Conditions we are unable to complete the Connection Work.
- (d) You may terminate this Contract by notice to us at any time (but in such case we will not be required to complete the Connection Work).
- (e) If this Contract is terminated without the Connection Work being completed you must provide us such access to the Premises as required to make safe any electrical installations or infrastructure we have installed and, if elected by us, to remove any electrical installations or electrical infrastructure installed by us as part of the Connection Work.
- (f) You must reimburse us any costs we incur as a result of termination of this Contract (including costs under clause 7.1(e)). We may deduct such costs from any amount we are required to refund upon such termination (and if such deduction is insufficient to recoup the full amount of costs we may recover the shortfall from you).



- (g) If this Contract is terminated we will refund to you (if you paid them to us) or to your Retailer any of the Connection Charges received by us less such amount of those Connection Charges as we (acting reasonably) determine represents work done by us up to the date of termination and provided we may deduct from the Connection Charges any costs we incur as a result of the termination of this Contract (including costs under clause 7.1(e)).

## 8. General

### 8.1. Our obligations

- (a) Some obligations placed on us under this Contract may be carried out by our subcontractors.
- (b) If an obligation is placed on us to do something under this Contract, then:
  - (i) we are taken to have complied with the obligation if a subcontractor to us does it on our behalf; and
  - (ii) if an obligation is not complied with, we are still liable to you for the failure to comply with that obligation.

### 8.2. GST

- (a) The amount payable for a Connection Service and any other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Clause 8.2(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 then, 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.

### 8.3. Privacy of personal information

- (a) We will comply with all relevant privacy legislation in relation to your personal information.
- (b) You can find our privacy policy on our website at <https://www.powerwater.com.au/privacy>.

### 8.4. Notices

- (a) Unless any part of this Contract states otherwise (for example, where phone calls are allowed), all notices in relation to this Contract must be sent in writing (including via email).
- (b) We can send notices to you at the address set out in your Connection Application or at the most recent address that we have for you.

- (c) If a notice is sent by post, we can assume that you received the notice on the second Business Day after it was sent by us if sent by priority post and on the fourth Business Day after it was sent by us if sent by regular post.

### 8.5. Accrued rights and obligations

Rights and obligations that accrued before the end (or earlier termination) of this *Contract*, continue despite the end (or earlier termination) of this *Contract*.

### 8.6. Amendment

This *Contract* may only be amended by agreement in writing between the parties.

### 8.7. Applicable law

The laws of the Northern Territory govern this Contract.



# Schedule 1 Connection specific details

1.	<b>Customer Contacts and Address Details</b>	[Customer name]  [Street/postal]  [Email]  [Contact person]  [Phone no]  [Mobile Phone no].  [If not completed then the contact and address details are as specified in the Connection Application]
2.	<b>Premises</b>  [the location of the work and connection]	[If not completed then the Premises are as specified in the Connection Application]
3.	<b>Connection Point</b>	[Insert details]
4.	<b>Maximum Contractual Capacity of the Connection</b>	[Maximum Import Capacity]  [Maximum Export Capacity]  <b>You must not take electricity from our Electricity System at a rate in excess of any specified Maximum Import Capacity</b> <b>You must not export electricity into our Electricity System at a rate in excess of any specified Maximum Export Capacity</b>
5.	<b>Maximum Physical Capacity of the Connection</b>	
6.	<b>Connection Assets</b>	
7.	<b>Premises Connection Assets</b>	
8.	<b>Preliminary Works</b>	[Describe work which must be carried out by Customer before PWC will start work. If insufficient room insert a further schedule]
9.	<b>Pre-Conditions to PWC commencing work</b>	The pre-conditions set out in Schedule 2 [and the following ] [Delete or mark Not Applicable if Not Applicable]
10.	<b>Customer Works</b>	[Describe work, other than Transferred Work, to be carried out by Customer. If insufficient room insert a further schedule]  These are the minimum works you must undertake to enable PWC to undertake the Connection Works. PWC makes no representation these minimum works will ensure you have the requisite electrical installations and functionality on your side of the Connection point. You must make your own assessment of these matters and seek the advice of appropriately qualified electricians and other consultants.
11.	<b>Easements to be obtained by Customer and required easement terms</b>	See Schedule 7 [Delete or mark Not Applicable if Not Applicable]



12.	<b>Details of Distribution Network Extension or other Augmentation</b>	See Schedule 4
13.	<b>Generating System Type (model and type)</b>	[Delete or mark Not Applicable if Not Applicable] [If not completed then as specified in the Connection Application]
14.	<b>DER Generation Information to be provided by you</b>	[Delete or mark Not Applicable if Not Applicable]
15.	<b>Connection Charges</b>	See Schedule 3
16.	<b>Time for payment of connection charges</b>	[Include only if Connection Works are staged and so charges are due in stages. If all charges are due up front then delete this row]
17.	<b>Revenue Security</b>	See Schedule 6
18.	<b>Timetable</b>	<p>We will commence provision of the Negotiated Connection Service once you have complied with the conditions in Schedule 2 and Item 9 above.</p> <p>Unless an alternative completion date has been agreed with you we will use our best endeavours to complete the Negotiated Connection Service by [ ]</p> <p>Our ability to meet these timeframes is subject to you satisfying the pre-conditions set out in Schedule 2 and Item 9 above and you providing us convenient and unhindered access to the Premises and otherwise complying with this Contract.</p>
19.	<b>Contestable Works</b>	[Describe or insert "None" if none of the works are contestable]
20.	<b>Transferred Works</b>	See Schedule 8 [Delete or mark Not Applicable if Not Applicable]
21.	<b>Monetary Amount of Security for Transferred Works</b>	[Delete or mark Not Applicable if Not Applicable]
22.	<b>Date for Provision of Security Transferred Works</b>	[Delete or mark Not Applicable if Not Applicable]
23.	<b>Metering Equipment</b>	<p>The Premises must include metering equipment unless we agree otherwise. We will only agree if there is no legal requirement to install metering equipment and we consider the circumstances of the Connection are such metering equipment is not required (including having regard to our legitimate needs and those of other electricity industry participants).</p> <p>We will install any required metering equipment (of a type and quantity to be determined by us having regard to Electricity Laws).</p>



# Schedule 2 Preliminary works and other pre-conditions that must be satisfied by you for a Connection Service to be provided

## 1. Pre-conditions

You must satisfy the following pre-conditions:

- (a) if we require it, you provide such evidence as we reasonably require to substantiate your identity;
- (b) if we require it, where the offer to enter into this Contract was not accepted by the Customer but was accepted by a person purporting to act on behalf of the Customer, we have been provided with such evidence as we reasonably require to substantiate that person had authority to contract on behalf of the Customer;
- (c) if we require it, in circumstances where the Customer is a tenant at the Premises and not the owner, there has been provided to us a signed written consent from the owner of the Premises to the Customer entering into this Contract;
- (d) if we require it, in circumstances where the Customer is a tenant at the Premises and not the owner, we have been provided with contact details for the owner;
- (e) you must not have any outstanding debts to us relating to the Premises or to any other premises (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been agreed with us);
- (f) you have satisfied us we will have safe and unhindered access to the Premises as required by this Contract;
- (g) the electrical work on the electrical installations at the Premises must be, or has been, carried out by a Licensed Electrical Contractor who has complied with the requirements referred to in clause 3.4(c) and which compliance must have been verified by one or more "Certificates of Compliance - Electricity Safety" provided to us by you or your Licensed Electrical Contractor;
- (h) any work referred to in clause 3.2(b) has been completed by a Licensed Electrical Contractor;
- (i) any Security required under clause 3.7 has been provided;
- (j) any Security required under clause 5.10 has been provided;
- (k) if you are constructing Transferred Works we have issued a Handover Certificate under clause 5.7;
- (l) your Licensed Electrical Contractor has prepared the required documentation as published on our website (and specified as being a pre-condition to us providing the relevant type of Connection Service) and that documentation has been submitted to us; and
- (m) any conditions set out in Schedule 1.

## 2. Generating System installation pre-conditions

Where you are installing a Generating System at the Premises you must also satisfy the following pre-conditions:

- (a) you must have engaged a competent installer for the design and installation of the Generating System in accordance with the requirements published on our website (for PV systems these are at <https://www.powerwater.com.au/customers/power/solar-power-systems/pv-class-requirements>);
- (b) the Generating System must comply and have been installed and connected in accordance with the requirements of clause 3.4(c) including all relevant Australian Standards;
- (c) your Licensed Electrical Contractor has prepared the required documentation as published on our website (for PV systems these are at <https://www.powerwater.com.au/customers/power/solar-power-systems/pv-class-requirements>) including a Wiring Diagram and that documentation and Wiring Diagram has been submitted to us;
- (d) you have been provided with the operating manual for the Generating System at the Premises; and
- (e) any conditions set out in Schedule 1.



# Schedule 3 Make-up of Connection Charges

<b>Connection Charges</b>	
<b>Costs of network extension</b>	
<b>Upstream Augmentation</b>	
<b>Other Costs</b>	



# Schedule 4 Extension of Augmentation Works



# Schedule 5 Customer Works

[Set out Customer Works including any Preliminary Customer Works].





# Schedule 6 Revenue Security

**[Outline amount of security and how it is reduced over time and date when no further security is required.]**

This Schedule is for security required to protect PWC against any shortfall in revenue assumed in setting the Connection Charges- see clause 3.7]



# Schedule 7 Easements – Area and Terms



# Schedule 8 Transferred Works

[Describe Transferred Works and amount of any security required – see clause 5 General Terms]



# Schedule 9 Supply Service for Medium and Large scale Photovoltaic (PV) Solar Systems

## 1. Overview

This Schedule sets out terms that apply between you and us if you have a Medium or Large Scale (Class 3 or Class 4) Photovoltaic (PV) Solar System at the Premises. Such Medium or Large Scale Photovoltaic (PV) Solar System is referred to in this Schedule as a *PV Generator*.

## 2. Compliance with Standards and Laws

### 2.1. Connection Requirements

To remain Connected to the Electricity System:

- (a) the *PV Generator* must comply with Electricity Laws and Electricity Standards; and
- (b) the capacity of:
  - (i) the *PV Generator*; and
  - (ii) all other Generating Systems installed at the Premises,

must not be more than 200 kVA.

### 2.2. Compliance with Laws

You must ensure that the *PV Generator* 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 Application

This Schedule will apply to your *PV Generator* as from the completion of its installation and *Connection* to the *Electricity System*.

## 4. Customer's Obligations

### 4.1. Responsibility for *PV Generator*

- (a) The *PV Generator* remains at all times your property, despite *Connection* to the Electricity 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 Generator* under Electricity Laws;

- (ii) operating the *PV Generator*, including ongoing maintenance of the *PV Generator*;
  - (iii) any replacements, alterations, modifications or additions to the *PV Generator*; and
  - (iv) complying with your obligations under this Schedule.
- (c) You must ensure that:
- (i) the *PV Generator* is regularly maintained including but not limited to maintenance of the electrical protection system;
  - (ii) you notify us if there is a fault in the *PV Generator* and ensure this fault is remedied as soon as is reasonably practicable;
  - (iii) the *PV Generator* continues to comply with and perform in accordance with the Electricity Laws, Approvals and Electricity Standards;
  - (iv) our prior written approval is obtained for any replacement of, or alterations, modifications or additions to the *PV Generator*; and
  - (v) the *PV Generator'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 Generator*:

- (a) is appropriately trained and competent in operating the *PV Generator*; 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) any maintenance of the *PV Generator*; and
- (b) any replacement of, or alterations, modifications or additions to the *PV Generator*.

### 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 Generator*. 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 System*, any meter or any other equipment we install to interface with the *PV Generator* (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 System* or permit anyone else to do so.
- (b) If we reasonably consider that any part of the *PV Generator* is having an adverse effect on the *Electricity System*, you must comply with any reasonable directions given to you by us to correct that interference or effect.

## 4.6. Export Limitation

You must not export electricity from the *PV Generator* at a rate greater than that set out in Schedule 1.

## 4.7. Customer Acknowledgement

You acknowledge that your failure to comply with clauses 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 may result in a safety hazard for people (including our employees), the environment and property (including the *Electricity System*).

## 4.8. 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 at the *Premises*; or
- (c) the *PV Generator*.

## 4.9. Other Obligations

You must comply with:

- (a) any directions given by us under the *Electricity Laws* relating to the *PV Generator*; and
- (b) any reasonable directions given by us under this Schedule.

# 5. Metering and Other Infrastructure

## 5.1. Nature of the Meter

The metering at the *Premises* must be a Generating System Meter.

## 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 we appoint under section 52 of the *Electricity Reform Act*) may access the *Premises* to:

- (a) inspect the *Electricity System*, any other equipment of ours at the *Premises* and the *PV Generator*;
- (b) investigate, examine, read and test the *Electricity System*, the *Generating System Meter*, any other equipment of ours at the *Premises* or the *PV Generator*;
- (c) take photos or make records for the purpose of evidence;
- (d) isolate the *PV Generator* from our *Electricity System*;
- (e) exercise any rights we have under this Schedule; 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 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 Generator

- (a) The *Connection* of the *PV Generator* to the *Electricity System* and the *Electricity System's* ability and availability to accept export of electricity from the *PV Generator* is subject to a variety of factors including accidents,



weather, the technical limitations of the *Electricity 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 System*. Accordingly, we do not guarantee that export of electricity from the *PV Generator* to the *Electricity System* will be uninterrupted.

- (b) Any *Disconnection* or *Interruption* to the *Premises* in accordance with the *Ongoing Supply Contract* or otherwise in accordance with *Electricity Laws* will prevent or restrict your ability to operate the *PV Generator* and export electricity to the *Electricity System*.
- (c) We may require you to interrupt, reduce or cease operation of the *PV Generator*:
  - (i) in connection with any *Disconnection* or *Interruption* to the *Premises* in accordance with the *Ongoing Supply Contract* or otherwise in accordance with *Electricity Laws*;
  - (ii) to allow us to perform operations on the *Electricity System*;
  - (iii) if we reasonably believe 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 Generator* 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 or the *Ongoing Supply Contract* 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 *Ongoing Supply Contract* will result in the *Disconnection* of the *PV Generator* from our *Electricity System*.

- (b) We may direct you to isolate the *PV Generator* from the *Electricity System* at any time (such that the *PV Generator* cannot export electricity into the *Electricity System*) if we determine that the *PV Generator* 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 System*.

You must comply with any such direction.

- (a) We may also direct you to isolate the *PV Generator* from the *Electricity System* in the circumstances permitted under *Electricity Laws*. You must comply with any such direction.
- (b) If you fail to comply with a direction we give you to isolate the *PV Generator* from the *Electricity 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 System* caused by the *PV Generator* then we may take such steps as we consider appropriate to isolate or make safe the *PV Generator*.
- (c) Where we have required isolation of the *PV Generator* due to your failure to comply with the *Ongoing Supply Contract* or this Schedule or due to some other technical deficiency or failure of the *PV Generator*, you may not re-establish a *Connection* between the *PV Generator* and the *Electricity System* (that is such that the *PV Generator* can export electricity into the *Electricity System*) until we are satisfied that you have corrected any issues with the *PV Generator* and satisfied our concerns. You will need to reapply to us for consent to reconnect the *PV Generator*.

## 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 Generator* to the *Electricity System*; or
  - (ii) your ability to export electricity to the *Electricity System* using that *PV Generator*,



other than those set out in this Schedule.

- (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) despite us being negligent or acting in bad faith we are not liable to you (whether in contract, tort (including negligence) or on any other basis whatsoever) for losses you suffer due to being unable to export electricity into our *Electricity 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 Schedule (except for clause 9.1), we are not liable (whether in contract, tort (including negligence) or on any other basis whatsoever) 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 Generator* to the *Electricity System* or this Schedule.

## 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 Generator*,
- (c) 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 photovoltaic systems, and that we have no responsibility or liability in relation to any such schemes.

## 10. Termination

This Schedule terminates if for any reason your *Ongoing Supply Contract* terminates and is not replaced by another contract. In such case you must (at your cost and in accordance with our directions) permanently disconnect the *PV Generator* from the *Electricity System*.

## 11. Disputes

- (a) If you have a complaint relating to this Schedule, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) Our standard complaints and dispute resolution procedures are published on our website at [https://www.powerwater.com.au/contact\\_us/complaints-and-resolutions](https://www.powerwater.com.au/contact_us/complaints-and-resolutions).
- (c) Otherwise any disputes will be resolved between us in accordance with the requirements of *Electricity Laws*.

## 12. Definitions

### 12.1. Definitions in main body of Contract

In this Schedule terms defined in Part 1 and Part 2 of this *Contract* have the same meaning unless otherwise defined.

In this Schedule:

**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 Generator*;

**Australian Standards** means any Australian Standards applicable to the subject matter of this schedule, including 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;

**Disconnection** and **Disconnect** means an action to prevent the flow of electricity to (or from) the *PV Generator* or the *Premises* (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*, the "Power and Water PV Policy" and any other technical standard published on our website relating to photovoltaic systems;

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



**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;

**Interruption** means a temporary unavailability or temporary curtailment of the supply of electricity to or from the *Electricity System*;

**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.





# Execution

Executed as an agreement.

**The common seal of Power and Water Corporation ABN 15 947 352 360** was affixed in accordance with its constitution in the presence of:

---

Signature

---

Signature

---

Full name (BLOCK LETTERS)

---

Full name (BLOCK LETTERS)

---

Position

---

Position

Executed by the **Customer** in accordance with section 127 of the Corporations Act 2001 (Cth):

---

Signature of director

---

Signature of company secretary/director

---

Full name of director

---

Full name of company secretary/director

Signed by **the Customer** in the presence of:

---

Witness signature

---

Party signature

---

Witness full name (BLOCK LETTERS)

**[Use above only if Customer is a natural person. If Customer is a company the section 127 execution clause should be used]**