

Power Services

Remote Photovoltaic Inverter Network Connection Agreement

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Background

- a) This Agreement is to be used for customers connected to our remote networks (Power and Water networks that are not regulated networks, as described in the footer below).*
- b) The Customer owns or occupies the Premises, to which PWC provides a network connection under the Customer Number.
- c) The Customer wishes to connect the PV Unit to the Network in accordance with this Agreement.
- d) PWC has agreed to connect the Customer to the Network in accordance with the terms of this Agreement.
- e) This Agreement sets out the terms and conditions upon which PWC will allow connection of the PV Unit to the Network.
- f) This Agreement does not deal with any payment credit the Customer may be entitled to receive for Export Electricity.

* For customers connected to our regulated networks, i.e. 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); and Alice Springs (city, suburbs and surrounding rural areas), please refer to our *Micro-Embedded Generator (including PV) Basic Connection Agreement* and associated *Regulated: Photovoltaic Inverter Network Connection Agreement*.

1. Eligibility

To be eligible to connect the PV Unit to the Network and to remain connected to the Network:

- (a) the PV Unit must be installed at the Premises;
- (b) the PV Unit must comply with the Electricity Law;
- (c) the capacity of:
 - i. the PV Unit; and
 - ii. all PV Units installed at the Premises, must not be more than 30 kVA;
- (d) there must be a current PWC Customer Contract for the Premises;
- (e) prior to approval of the PV Unit by PWC the Customer must submit the following documents to PWC:
 - i. the Contract Details and the Technical Details, duly completed;
 - ii. a Wiring Diagram (diagram must be approved by PWC);
- (f) following approval of the PV Unit by PWC, the Customer must submit the following documents to PWC:
 - i. the Electrical Certificate of Compliance; and
 - ii. the Commissioning Certificate, duly completed by the installer of the PV Unit;
- (g) the Customer must pay to PWC any payment required under clause 5.2; and
- (h) if the Customer occupies but does not own the Premises, the Customer must satisfy PWC that the Customer has the consent of the owner of the Premises to enter into this Agreement and install the PV Unit.

1.1 Operation Connection Required

The same electrical lines that are used to supply electricity to the Premises are used to allow electricity to be fed back into the Network. For this reason, the Customer must have a fully operational connection from the Premises to the Network that enables supply under the PWC Customer Contract before it will be able to connect the PV Unit to the Network.

1.2 Compliance with Laws

The Customer must ensure that the PV Unit complies, and continues at all times to comply, with the Electricity Law, Approvals and all relevant safety and technical requirements, otherwise PWC may disconnect the PV Unit from the Network.

2. PWC Customer Contract Not Affected

- (a) Subject to clause 13.1, this Agreement does not amend, directly or indirectly the PWC Customer Contract and nothing in this Agreement affects PWC's or the Customer's rights or obligations under the PWC Customer Contract.
- (b) The Customer must continue to pay any standard service charges under the PWC Customer Contract, no additional standard service charges will be payable under this Agreement in relation to the PV Unit.

3. Period of Agreement

3.1 Term of Agreement

Provided the Customer first meets the eligibility requirements of clause 1, this Agreement comes into effect on the Commencement Date and will continue in effect until terminated in accordance with clause 10 of this Agreement (Term).

3.2 Accrued Rights

Upon expiry or termination of this Agreement, the parties will be discharged from any further obligations or liabilities under this Agreement, subject to any rights, obligations or liabilities which have accrued prior to or upon expiry or termination.

4. Customer's Obligations

4.1 Responsibility for PV Unit

- (a) The PV Unit remains at all times the property of the Customer, despite connection to the Network.
- (b) The Customer is solely responsible for, and will bear all costs associated with:
 - i. obtaining the PV Unit;
 - ii. obtaining and complying with all Approvals required for the PV Unit; and
 - iii. operating the PV Unit, including ongoing maintenance of the PV Unit.
- (c) The Customer 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 Law;
 - iii. PWC's 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

The Customer 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

- (a) The Customer must ensure that only a properly licensed or accredited person carries out:
 - i. the design of the PV Unit;
 - ii. the installation of the PV Unit;
 - iii. any ongoing regular maintenance of the PV Unit at the Premises; and
 - iv. any replacement of, or alterations, modifications or additions to the PV Unit.
- (b) The Customer is responsible for all costs associated with such design, installation and maintenance.

4.4 No Interference With Safety Notices

The Customer 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 PWC 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) The Customer will:
- i. not interfere or allow its employees, agents, contractors or invitees to interfere with the Infrastructure;
 - ii. use reasonable endeavours to protect the Infrastructure from unauthorised interference;
 - iii. notify PWC of any interference, defect or damage to the Infrastructure within 5 Business Days of becoming aware of it;
 - iv. pay the reasonable costs of repair or replacement of the Infrastructure, on request, if the defect or damage was caused by the Customer, or by another person in circumstances where the Customer failed to take reasonable care to prevent that; and
 - v. not do anything that interferes with the safe or efficient operation of the Network or permit anyone else to do so.
- (b) If PWC reasonably considers that the Customer's connection or any part of the PV Unit is having an adverse effect on the Network, the Customer must comply with any reasonable directions given to it by PWC to correct that interference or effect.

4.6 Customer Acknowledgement

The Customer acknowledges that failure to comply with its obligations listed in clauses 4.1, 4.2, 4.3, 4.4 and 4.5 may result in a safety hazard for people (including PWC employees), the environment and property (including the Network) and indemnifies PWC in respect of any loss, damage or liability suffered or incurred as a result.

4.7 Keep PWC Informed

The Customer must properly inform PWC if there is a change in:

- (a) its contact details;
- (b) access to the Meter; or
- (c) the PV Unit.

4.8 Other Obligations

The Customer will, throughout the Term comply with:

- (a) the Electricity Law;
- (b) any reasonable directions given by PWC under the Electricity Law; and
- (c) any reasonable directions given by PWC under this Agreement.

5. Network Connection

5.1 Installation of Infrastructure

Subject to clause 5.2, PWC will install all Infrastructure including the Meter to allow the PV Unit to connect to the Network in compliance with Electricity Law.

5.2 Customer Responsible for the Cost

The Customer will pay all of the costs associated with the Infrastructure to be installed by PWC under clause 5.1, within 14 days of the installation being completed.

6. Metering

6.1 Installation of Meter

The Meter will be installed by PWC in accordance with clause 5.

6.2 Ownership and Maintenance

The Meter will remain at all times the property of PWC and PWC will maintain the Meter.

6.3 Testing of Meter at Customer's Request

- (a) The Customer may request PWC to test the Meter, at the Customer's cost.
- (b) PWC will carry out the test within 15 Business Days or as otherwise negotiated with the Customer.
- (c) The Customer has the right to be present during the test.
- (d) PWC will refund the cost of the test if it shows the Meter is defective.

6.4 PWC May Initiate a Test or Replacement

PWC may, at its cost, test or replace the Meter.

6.5 Faulty Meter or Incorrect Reading

PWC will adjust its record of the amount of Export Electricity as necessary if:

- (a) the Meter is defective; or
- (b) a checked reading shows the Meter to be incorrect.

6.6 Ownership of Infrastructure

Unless PWC otherwise agrees in writing, all Infrastructure up to and including the Connection Point is PWC's property.

7. Access to Premises

7.1 Customer to Allow Access

The Customer hereby authorises an Electricity Officer or Authorised Officer of PWC access to the Premises to:

- (a) inspect and ensure that the Infrastructure and the PV Unit are safe and to minimise damage;
- (b) investigate, examine, read and test the Infrastructure or the PV Unit;
- (c) take photos or make records for the purpose of evidence;
- (d) disconnect the PV Unit; or
- (e) conduct any activity required or permitted by law.

7.2 Notice

PWC will, where practicable, give the Customer reasonable notice of its intention to enter the Premises if access is required under clause 7.1 except where:

- (a) access is required in an emergency; or
- (b) the Customer has previously given permission.

8. Interrupting, Reducing or Ceasing Electricity

8.1 Interruption, Reduction or Cessation of Export Electricity

- (a) The connection of the PV Unit to the Network is subject to a variety of factors including accidents, weather, the acts of third parties and the need to work on the electricity generation, transmission and distribution systems. Accordingly, PWC may not be able to ensure that the connection to the Premises will be uninterrupted. If the connection is interrupted or reduced, it will prevent or restrict the Customer exporting electricity from the PV Unit to the Network.
- (b) PWC may require the Customer to interrupt, reduce or cease export of electricity from the PV Unit to the Network:
 - i. to allow PWC to perform operations on the Network; or
 - ii. if PWC reasonably believes that it is necessary to do so in an emergency situation, or to allow compliance with good electricity industry practice or other dangerous or unexpected events.

8.2 Notice of Requirement to Interrupt, Reduce or Cease

- (a) Where practicable, PWC will give the Customer written notice if an interruption, reduction or cessation of Export Electricity is required.
- (b) PWC will endeavour to keep the period of interruption, reduction or cessation as short as practicable.

9. Disconnection

9.1 Disconnection at the Request of the Customer

The Customer may request that PWC disconnect the PV Unit from the Network at any time, by giving at least 7 Business Days' notice before the date the Customer wants the PV Unit to be disconnected.

9.2 Disconnection by PWC

- (a) PWC may disconnect the PV Unit from the Network at any time if the Customer does not meet the criteria set out in clause 1 of this Agreement or if this Agreement is terminated for whatever reason.
- (b) PWC may disconnect the PV Unit from the Network at any time and without requirement of prior notice if PWC determines that the PV Unit is dangerous or presents a risk to:
 - i. the health or safety of PWC's employees, or other persons; or
 - ii. the integrity of the Network.
- (c) PWC may also disconnect the PV Unit from the Network in the circumstances permitted under the Electricity Law. PWC will follow any relevant procedure set out in the Electricity Law in conducting such disconnection.
- (d) PWC will not reconnect the PV Unit to the Network until it is satisfied that the Customer has corrected any issues with the PV Unit and satisfied PWC's concerns. The Customer will need to reapply to PWC to have the PV Unit reconnected.
- (e) Where the PV Unit has been disconnected from the Network, the Customer will not be able to export electricity from the PV Unit to the Network.

10. Termination

10.1 Termination Without Default

- (a) This Agreement terminates if for any reason:
 - i. the PWC Customer Contract terminates;
 - ii. the PV Unit is disconnected from the Network in accordance with clause 9; or
 - iii. the Customer ceases to own or occupy the Premises.
- (b) This Agreement may be terminated by PWC at any time by giving 90 days' notice in writing to the Customer.

10.2 Termination for Default

- (a) The Customer is in default (**Default**) if:
 - i. the Customer does not continue to comply with clause 1 of this Agreement;
 - ii. the Customer fails to comply with any requirement of the Electricity Law to the reasonable satisfaction of PWC;
 - iii. the Customer fails to comply with any direction of PWC under clause 4.5(b);
 - iv. the Customer interferes in any way with the Infrastructure;
 - v. there is a breach by the Customer of any of its other obligations under this Agreement; or
 - vi. the Customer purports to assign, transfer, mortgage or encumber its interest under this Agreement without PWC's consent.
- (b) If the Customer is in Default, PWC may, by notice to the Customer, terminate this Agreement with immediate effect.

10.3 Breaches

If this Agreement is terminated under this clause 10, PWC's rights will not be prejudiced or affected for any action that it may have against the Customer in relation to any breach of the provisions of this Agreement by the Customer.

11. Dispute Resolution

If there is a dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or claimed invalidity of this Agreement or any part (**Dispute**), the following provisions will apply:

- (a) The Dispute will not be subject to litigation unless and until the provisions of this clause 11 have been complied with.
- (b) The party claiming the Dispute will give the other party a written notice setting out the material particulars of the Dispute, and the position which it considers to be correct.
- (c) Representatives from both parties will meet in person or by telephone within 10 Business Days of the date of receipt of the notice under paragraph (b) and each use reasonable endeavours to resolve the Dispute.
- (d) If the Dispute is not resolved as evidenced by a signed statement by each representative within 20 Business Days of the notice under paragraph (b), then the Customer may refer the Dispute to the Ombudsman or such other person or entity having the jurisdiction and power to resolve the Dispute.

12. Notices

12.1 Notices to be in Writing

- (a) Any notices, approval, consent, demand or other communication given under or in connection with this Agreement (**Communications**) must be in writing and sent to the address of each party set out in the Contract Details or such other address as notified pursuant to clause 12.3.
- (b) Any Communications must be:
 - i. delivered by hand;
 - ii. sent by pre-paid certified post;
 - iii. sent by facsimile; or
 - iv. sent by such other electronic means as the parties may agree.

12.2 Receipt of Notices

- (a) Mail will be deemed to have been received on the second Business Day from and including the date of posting.
- (b) Facsimiles sent before 4.00pm on a Business Day will be deemed to be received on that day, but if sent after 4.00pm will be deemed to be received at 9.00am the next Business Day. The sender must have a transmission report stating that the facsimile was sent successfully to the other party's facsimile number as specified in the Schedule.

12.3 Change of Address

Either party must notify the other of any change of address for service of notices within 7 days of the change.

12.4 Notices Sent by Email

- (a) Other than a Communication given under clause 10, any Communication may also be sent by email if:
 - i. the Notice is sent to the relevant email address listed in the Contract Details or the email address last notified by the intended recipient to the sender; and
 - ii. the sender keeps an electronic or printed copy of the Notice sent.
- (b) A Communication sent under paragraph (a) will be taken to be duly received on return of a receipt produced by the system to which the email was sent which indicates that the email was sent to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the day the email was sent if a Business Day and otherwise on the next Business Day.

13. General Provisions

13.1 Inconsistency with Electricity Law or the PWC Customer Contract

- (a) To the extent of any inconsistency between this Agreement and the Electricity Law, the terms of the Electricity Law should prevail.
- (b) To the extent of any inconsistency between this Agreement and the PWC Customer Contract, the terms of this Agreement should prevail.

13.2 Proper Law and Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of the Northern Territory and the parties submit to the exclusive jurisdiction of the courts of, or exercising jurisdiction in, the Northern Territory and warrant that they will not make any objection to the jurisdiction of those courts on the grounds of convenience.

13.3 Assignment by the Customer

The Customer may assign all or any part of its rights and obligations under this Agreement with PWC's prior written consent (such consent not to be unreasonably withheld).

13.4 Assignment by PWC

Subject to the provisions of applicable laws, PWC may assign all or any part of its rights and obligations under this Agreement without the Customer's consent.

13.5 Successors

This Agreement is only binding on the Customer and PWC or its successor and permitted assigns.

13.6 No representation or reliance

- (a) Each party acknowledges that neither party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (b) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the other party, except for representations or inducements expressly set out in this Agreement.

13.7 Variations and Waivers to be in Writing

No variation, modification or waiver of any provision in this Agreement, nor consent to any departure by any party from any such provision, will be of any effect unless it is in writing, signed by the parties or (in the case of a waiver or consent) by the party giving it. Any such variation, modification, waiver or consent will be effective only to the extent to or for which it may be made or given.

13.8 Waiver

No failure, delay, relaxation or indulgence by any party in exercising any right conferred on such party by this Agreement will operate as a waiver of such right, nor will any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Agreement.

13.9 Costs

Each party will bear its own costs (including legal costs) of and incidental to the preparation, negotiation and execution of this Agreement. 13.10 Further Assurances The parties agree that they will perform, execute, acknowledge and deliver all such further acts, documents, agreements and assurances as shall be variably required to give full effect to this Agreement.

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The parties agree that they will perform, execute, acknowledge and deliver all such further acts, documents, agreements and assurances as shall be variably required to give full effect to this Agreement.

13.11 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

13.12 Severance

- (a) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it is severed to the extent possible and necessary to make this document enforceable, provided that such severance would not materially change the intended effect of this document.
- (b) The existence of such a provision will not affect or impair:
 - i. the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - ii. the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

14. Definitions and Interpretation

14.1 Definitions

In this Agreement:

Act means the Electricity Reform Act (NT).

Agreement means this Connection Agreement between PWC and the Customer.

Approvals means all consents, licences, approvals, permits, registrations and other authorisations which are required to be granted by any government department, regulatory body, instrumentality, minister, agency, court, tribunal or other authority, required in relation to the installation and connection of the PV Unit.

Australian Wiring Rules means the Australian/ New Zealand Standard for Wiring Rules (AS/NZS 3000:2007) as amended from time to time.

Authorised Officer has the same meaning as it has in the Act.

Business Day means any Week Day on which banks are open for trading in Darwin.

Commencement Date is the date specified in the Contract Details.

Commissioning Certificate means the document attached to this Agreement as Schedule 3.

Communications is defined in clause 12.1.

Connection Point means the boundary between the Network and the PV Unit.

Contract Details means the document attached to this Agreement as Schedule 1.

Customer means the person specified in the Contract Details.

Customer Number means the number specified in the Contract Details.

Default is defined in clause 10.2.

Dispute is defined in clause 11.

Electrical Certificate of Compliance means the document of that name in the form used by PWC from time to time which certifies that the PV Unit has been installed in accordance with the Australian Wiring Rules and related standards.

Electricity Law means the Act, the ESAA Australian Guidelines for Grid Connection of Energy Systems via Inverters, the Installation and Service Rules, the Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters, PWC's electricity distributor's licence and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree edict, declaration, ruling, order or other similar pronouncement validly issued by any authority.

Electricity Officer means a person appointed as such by PWC under section 52 of the Act. The Electricity Officer will have an identity card.

ESAA Australian Guidelines for Grid Connection of Energy Systems via Inverters means the document so entitled, currently published on PWC's website at <https://www.powerwater.com.au/customers/power/solar-power-systems> as revised by PWC from time to time.

Export Electricity means the quantity of electricity generated by the PV Unit as measured by the Meter.

Import Electricity means electricity imported from the Network by the Customer at the Premises under the terms of the PWC Customer Contract.

Infrastructure means the infrastructure set out in the Contract Details which may include:

- (a) electricity generation facilities;
- (b) powerlines;
- (c) substations for converting, transforming or controlling electricity;
- (d) connection equipment or network system assets;
- (e) equipment for metering, monitoring or controlling electricity, including the Meter; or
- (f) any wires, fittings, equipment, accessories or other things (including tunnels and cavities) used for, or in connection with, the generation, transmission, distribution or supply of electricity, which are necessary for PWC to receive Export Electricity in accordance with this Agreement.

Installation and Service Rules means the documents so entitled, currently published on PWC's website at <https://www.powerwater.com.au/customers/power/solar-power-systems> as revised by PWC from time to time.

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. The Meter measures both:

- (a) Import Electricity; and
- (b) Export Electricity.

Network has the same meaning as "electricity network" in the Act.

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

Premises means the premises from which electricity is sourced under this Agreement as set out in the Contract Details.

PV Unit means a photovoltaic system and inverter which complies with:

- (a) the unit specification set out in the Contract Details; and
- (b) the technical specifications outlined in the Installation and Service Rules, and includes all equipment associated with it to make the PV Unit operate.

PWC means the Power and Water Corporation ABN 15 947 352 360.

PWC Customer Contract means the contract between PWC and the Customer for the supply of Import Electricity.

Safety Notices is defined in clause 4.4.

Schedule means the schedule to this Agreement.

Technical Details means the document attached to this Agreement as Schedule 2.

Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters means the document so entitled, currently published on PWC's website at <https://www.powerwater.com.au/customers/power/solar-power-systems> as revised by PWC from time to time.

Term is defined in clause 3.1.

Week Day means any Monday, Tuesday, Wednesday, Thursday or Friday.

Wiring Diagram means a high quality electrical wiring diagram which details the entire installation and its connection to the Network, details of which are set out in the Technical Requirements for Grid Connection of Photovoltaic Systems via Inverters.

14.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a

partnership and a trust;

- (c) a reference to a party includes that party's executors, administrators, successors and
- (d) permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;
- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexure to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) no rule of construction applies to the disadvantage of a party on the basis that the Party put forward the Agreement or any part;
- (k) includes in any form is not a word of limitation;
- (l) a reference to \$ or dollar is to Australian currency; and
- (m) obligations to indemnify survive termination or expiry of this Agreement.

Signed as an Agreement

Residential Customer

Executed for and on behalf of the Customer

Customer's signature: _____

Signed in the presence of (signature of witness): _____

Full name of witness: _____

Address of witness: _____

or

Commercial Customer

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

Signature of Secretary or other Director

Signature of Sole Director or Secretary

Full name of Secretary or other Director

Signature of Sole Director or Secretary

The Common Seal of the Power and Water Corporation (ABN 15 947 352 360) was affixed in the presence of:

Signature

Signature

Name (Printed)

Name (Printed)

Position

Position