

# Power Services

Micro-Embedded Generator (including PV)  
Basic Connection Agreement

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PowerWater

# Part 1: Introduction

## 1. Scope

- (a) This document relates to the *Connection* or altering an existing *Connection* of a *Micro-Embedded Generator* to our *Electricity System*.
- (b) Such a *Connection* is only able to occur if your *Premises* are *Connected* to our *Electricity System*. If your *Premises* are not so *Connected* then you must, in addition to this *Contract*, enter into a separate contract with us for the *Connection* of your *Premises* to our *Electricity System* (see paragraph (e) of Schedule 2 of Part 2).
- (c) This document does not cover the sale of electricity to or from your *Premises*, this is the role of your *Retailer*.
- (d) This document does not regulate the terms upon which you can export electricity into our *Electricity System* or upon which the *Micro-Embedded Generator* may remain *Connected* to our *Electricity System*. Unless you enter into a specifically negotiated and signed contract with us these matters will be regulated by:
  - (i) our Regulated: Photovoltaic Inverter Network Connection Agreement published on our website at <https://www.powerwater.com.au/customers/power/solar-power-systems/pv-class-requirements>; and subsequently
  - (ii) such updated terms as we publish on our website from time to time which regulate the ongoing *Connection* of *Micro-Embedded Generators* and their export of electricity (**Published Terms**).

The Regulated: Photovoltaic Inverter Network Connection Agreement and then the Published Terms will apply to you by virtue of you having *Connected* to our *Electricity System* a *Micro-Embedded Generator* and irrespective of whether you sign the terms.

- (e) Only certain parts of our *Electricity System* are subject to the *NT NER* (specifically those parts of our *Electricity System* located within the areas specified in Part A of Schedule 1 to this *Contract*). However if your *Premises* is within the areas specified in Part B of Schedule 1 to this *Contract* we will treat you as having the same rights to request a *Micro Generator Basic Connection Service* as a *Customer* residing within the areas in Part A (including all rights such a *Customer* has under Chapter 5A of the *NT NER* in respect of *Micro Generator Basic Connection Service*). In return if you make such an application you must comply with the obligations of a *Customer* under Chapter 5A of the *NT NER*.
- (f) However note under clause 5.2 of this *Contract* engineering assessments are required for *Premises* within the areas specified in Part B of Schedule 1 in circumstances where such assessments are not required for *Premises* within the areas specified in Part A of Schedule 1.
- (g) A contract on the terms of this document is not available to *Real Estate Developers*.

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

- (a) This clause 2 describes what makes up this *Contract* between you and us.
- (b) There are two ways to enter into a *connection contract* with us. They are:
  - (i) through an expedited process, where you agree a contract in the terms of our *Model Standing Offer* is acceptable to you; or
  - (ii) through a *Letter of Offer* (Part 4) which you are required to sign and return to us.
- (c) Where you entered into a *connection contract* with us through the expedited process then your *Contract* consists of your *Connection Application* and Parts 1 to 3 of this document.
- (d) Where we provided to you and you accepted a *Letter of Offer* then your *Contract* consists of that *Letter of Offer* (which will be based on Part 4 of this document) and Parts 1 to 3 of this document.
- (e) You are taken to have entered into a contract with us through the expedited process where:
  - (i) you requested an *Expedited Connection* in your *Connection Application* and indicated a *Connection Offer* in terms of our *Model Standing Offer* is acceptable to you; or
  - (ii) your *Retailer* made the *Connection Application* on your behalf using the forms we designate as applicable to customers seeking an *Expedited Connection*.

## Part 2: General Terms and conditions

### 3. 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 *Connection Application*.
- (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 clause 3(e) below, have those same meanings; or
  - (ii) which are not given meanings in clause 3(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 Power and Water’s 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 PV 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* if located within the areas specified in Part A of Schedule 1.

**Class 2 PV 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* if located within the areas specified in Part A of Schedule 1.

**Contract** means this basic *connection contract* described in clause 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. However, where *Connect* is used in the context of a *Micro-Embedded Generator* it means to install such equipment and installations as required so that electricity can flow between the *Micro-Embedded Generator* 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 Offer** means the offer made (or deemed to be made) by us to you to enter into a contract to provide a *Micro Generator Basic Connection Service* to you.

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

**Consequential Loss** is defined in clause 7.2(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*.

**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 for the geographical areas set out in Schedule 1 of Part 2 of this *Contract*.

**Embedded Generator 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.

**Expedited Connection** means the concept referred to in clause 5A.F.3 of Chapter 5A of the *NT NER*.

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

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

**Letter of Offer** means a letter in the form of Part 4 of this document.

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

**Model Standing Offer** means a document approved by the *AER* as a *model standing offer* to provide *basic connection services* (see clause 5A.B.3 of the *NT NER*).

**Micro-Embedded Generator** means an embedded generating unit of the kind contemplated by Australian Standard 4777 (Grid connection of energy systems via inverters) and installed in accordance with Australian Standard 5033. Note that this will include *Class 1 PV Systems* and *Class 2 PV Systems*, or an equivalent *micro embedded generator*.

**Micro Generator Basic Connection Service** means a service of a type described in clause 5.2.

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

**Negotiated Connection Contract** means a contract negotiated under Part C of Chapter 5A of the *NT NER*.

**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 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 your *Connection Application* or in the *Letter of Offer* we make to you.

**PV System** means a solar photovoltaic system with or without an energy storage device.

**Real Estate Developer** means a person who carries out a *Real Estate Development*.

**Real Estate Development** means the commercial development of land including its development in one or more of the following ways:

- (i) subdivision;
- (ii) the construction of commercial or industrial premises (or both);
- (iii) the construction of multiple new residential premises.

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

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

## 4. Term of this Contract

### 4.1 When does this Contract start?

- (a) Where you entered into a contract with us through the expedited process, this *Contract* starts from when we received your properly completed *Connection Application*.
- (b) If we provided you with a *Letter of Offer*, this *Contract* starts when we receive your acceptance of that *Letter of Offer* (and provided the acceptance is received within 45 *Business Days* of the "Offer Date" or by such later time as we agree in writing).

### 4.2 Reasons this Contract may be terminated without completion of a Micro Generator Basic Connection Service

- (a) The maximum capacity of a *Micro-Embedded Generator* which may be *Connected* to our *Electricity System* pursuant to a *Micro Generator Basic Connection Service* is 10kVA single phase or 30kVA three phase, per lot. If you wish to *Connect* a *Micro-Embedded Generator* or *Micro-Embedded Generators* above this capacity you will need to negotiate a *Negotiated Connection Contract* (if your *Premises* is within the areas specified in Part A of Schedule 1) or, if your *Premises* is within the areas specified in Part B of Schedule 1, another form of *Connection* contract.
- (b) If we become aware that a *Micro Generator Basic Connection Service* is not the appropriate *Connection Service* for you, then we will advise you of that within 10 *Business Days* after receiving your completed *Connection Application*, end this *Contract* and advise you of the basis upon which you may negotiate with us a *Negotiated Connection Contract* (if your *Premises* is within the areas specified in Part A of Schedule 1) or, if your *Premises* is within the areas specified in Part B of Schedule 1, another form of *Connection* contract. If we give such a notice then this *Contract* will terminate.
- (c) Despite a *Connection* otherwise falling within the ambit of a *Micro Generator Basic Connection Service* we may refuse to provide the *Micro Generator Basic Connection Service* to a site if we consider there are characteristics of that site which mean the provision of a *Connection* will involve high

levels of complexity or risks. If we identify the *Premises* or the nature of the work required at the *Premises* as being of high complexity or risk we may end this *Contract* and advise you of the basis upon which you may negotiate with us a *Negotiated Connection Contract* (if your *Premises* is within the areas specified in Part A of Schedule 1) or, if your *Premises* is within the areas specified in Part B of Schedule 1, another form of *Connection* contract.

- (d) If on the basis of inaccurate information provided by you to us, whether directly or indirectly (for example, information which you provide to your *Retailer* which is then provided to us), we erroneously form the view that your proposed *Connection* is a *Connection* to which a *Micro Generator Basic Connection Service* applies then we may, upon becoming aware this is not correct, elect, by notice to you, to end this *Contract*. In such case:
  - (i) we will refund to you any amount you have paid to us, less such part of that amount as is required to recover our reasonable costs and expenses incurred to the date of cancellation or which arise because of the cancellation (including costs and expenses which accrue due after the date of cancellation but which arise from steps taken by us before the date of cancellation); and
  - (ii) if you request we will negotiate with you a *Connection* contract setting out the terms upon which we will establish or alter a *Connection* to the *Premises*. This will be a *Negotiated Connection Contract* (if your *Premises* is within the areas specified in Part A of Schedule 1) or, if your *Premises* is within the areas specified in Part B of Schedule 1, another form of *Connection* contract.
- (e) We have the right to terminate this *Contract* without completing (including starting) the *Micro Generator Basic Connection Service* if you fail to meet any of your obligations under this *Contract*.

## 5. What we will do under this Contract

### 5.1 Provide a Micro Generator Basic Connection Service

- (a) Under this *Contract*, we agree to provide you with the *Micro Generator Basic 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) The particular *Micro Generator Basic Connection Service* that we will provide is the *Micro Generator Basic Connection Service* that we consider to be the most appropriate in the circumstances.

### 5.2 The Micro Generator Basic Connection Service

The *Micro Generator Basic Connection Service* involves the following:

- (a) we will review and process your *Connection Application* to ensure you have provided us with required information (as published on our website <https://www.powerwater.com.au/customers/power/solar-power-systems/pv-class-requirements>), which includes the properly completed *Connection Application*, including completed "Notice of Intention", certificate of compliance, *Wiring Diagram* and embedded generation notice; and
- (b) we will undertake any associated works as required, such as upgrading of meter(s) to *Embedded Generator Meter(s)*.

For *Class 1 PV Systems* and *Class 2 PV Systems* for *Premises* within the areas specified in Part A of Schedule 1 applications are pre-approved, and do not require engineering assessment. If your *Premises* is within the areas listed in Part B of Schedule 1, an engineering assessment is required and the application is not pre-approved.

None of the services which comprise the *Micro Generator Basic Connection Service* are contestable.

### 5.3 Your requirements

The *Micro Generator Basic Connection Service* is available to:

- (a) *Class 1 PV Systems* or *Class 2 PV Systems* (or equivalent micro-generators); and
- (b) where the *Premises* is located within the locations specified in Schedule 1 of Part 2; and
- (c) the *Class 1 PV System* or *Class 2 PV System* is able to meet minimum technical and safety requirements as set out in *Electricity Laws*, our website (<https://www.powerwater.com.au/customers/power/solar-power-systems/pv-class-requirements>) and the requirements set out in Schedule 2 of this Part 2.

### 5.4 When we will start and finish the *Micro Generator Basic Connection Service*

- (a) We will use our best endeavours to:
  - (i) start providing the relevant *Micro Generator Basic Connection Service* to you; and
  - (ii) complete that service, within the timeframes we agree with you or, in the absence of such an agreement, within the timeframes (if any) set down by the *Electricity Laws*, provided you have met all of your obligations under this *Contract*.
- (b) If no such timeframes are agreed with you or set down by the *Electricity Laws*, then we will use our best endeavours to:
  - (i) start providing the relevant *Micro Generator Basic Connection Service*; and
  - (ii) complete that service, as soon as reasonably practicable after the date this *Contract* starts, but after first taking into account our prior commitments to other customers, and provided you have met all of your obligations under this *Contract*.
- (c) Despite clauses 5.4(a) and 5.4(b), we will have the right to delay the commencement, or completion, of a *Micro Generator Basic Connection Service*:
  - (i) if we have entered into a contract with you under which we have agreed to *Connect* your *Premises* to our *Electricity System* but we have not yet carried out that work, until such time as we are able to carry out that work; or
  - (ii) due to a *Force Majeure Event*, for as long as that event continues.
- (d) Without limitation, the following matters may delay us undertaking the work involved in providing the *Micro Generator Basic Connection Service*:
  - (i) if you fail to comply with this *Contract*;
  - (ii) weather events;
  - (iii) where we are prohibited from carrying out the works under applicable laws;
  - (iv) if emergencies or other events adversely impact our *Electricity System* and, as a prudent operator, we need to divert resources to address these events;
  - (v) 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 work necessary to establish or alter the *Connection*;
  - (vi) 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);

(vii) if we become aware of obstructions or other conditions at the *Premises* which materially adversely affect our ability to undertake work;

(viii) if we suspend work in circumstances permitted by this *Contract*.

- (e) 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.

### 5.5 Installation Energisation and your *Retailer*

- (a) We will not energise the *Embedded Generator Meter* at the *Premises* until:
  - (i) you have entered into a contract with a *Retailer* for the sale of electricity to you and, if electricity is to be exported, for purchase by the *Retailer* of electricity generated by the *Micro-Embedded Generator* 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.

### 5.6 Acknowledgements

You acknowledge the following:

- (a) the installation of the *Micro-Embedded Generator* 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 an *Embedded Generator Meter*, cannot be reconfigured remotely, then there will be a short interruption to the electricity supply to the *Premises* while this change is made.

## 6. What you must do before we will provide a *Micro Generator Basic Connection Service*

### 6.1 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 any *Micro Generator Basic Connection Service* or the *Premises*, as early as possible before we commence a *Micro Generator Basic Connection Service*; and
  - (ii) all other information that we may reasonably require at any time for the purposes of this *Contract*.
- (b) You must also 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 *Micro Generator Basic Connection Service* that we are to provide under this *Contract*; 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.

## 6.2 Carry out preliminary work and satisfy pre-conditions

- (a) We will not be required to start a *Micro Generator Basic Connection Service* for you unless you have first:
  - (i) properly carried out the preliminary work (if any) at or near the *Premises* that we require to be carried out before we will perform the relevant *Micro Generator Basic Connection Service*; and
  - (ii) satisfied each other pre-condition required to be satisfied before we will perform a *Micro Generator Basic Connection Service*.
- (b) The preliminary work that must be carried out by you, or on your behalf, and the pre-conditions that you must satisfy, are described in Schedule 2 to this Part 2.

## 6.3 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 *Micro Generator Basic 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 necessary you must provide safety equipment and appropriate safety instructions to our representatives to ensure our safe access to the *Premises*. If you do not provide access as required by this clause, we will not be required to provide a *Micro Generator Basic Connection Service*.
- (b) If we need access to any neighbouring properties in order to carry out the *Micro Generator Basic 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 a *Micro Generator Basic Connection Service*.
- (c) If we require it, you must accommodate at your *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 *Micro Generator Basic Connection Service*.

## 6.4 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 installation 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) the requirements of the Australian/New Zealand Standards, including Australian Standard 3000 – Wiring Rules, Australian Standard 4777 – Grid Connection of Energy Systems via inverters and Australian Standard 5033 – Installation of Photovoltaic Arrays;

- (iii) the following documents as published on our website from time to time: “Network Technical Code and Planning Criteria”, “Metering Manual, Installation Rules and Service Rules” and “Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters”; and
- (iv) any reasonable requirement we make in relation to the installation of additional equipment on, or in connection with, your *Micro-Embedded Generator* for the purposes of ensuring the safe and reliable operation of the *Electricity System*.
- (d) You must, except to the extent we expressly agree otherwise in writing, install a *Micro-Embedded Generator* which corresponds exactly with the description of the *Micro-Embedded Generator* set out in your *Connection Application* to us and any other documents you have provided to us.
- (e) We will not be required to provide a *Micro Generator Basic Connection Service* unless you comply fully with the requirements of this clause 6.4.

## 6.5 Requirements relating to the export of electricity into our Electricity System

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, an *Embedded Generator Meter*. You may not operate your *Micro-Embedded Generator* until such an *Embedded Generator 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.

## 6.6 Pay the Connection Charges (if any) for the Micro Generator Basic Connection Service, and pay any other applicable charges

- (a) Except where clause 6.6(b) applies, you (or your agent) must pay us the *Connection Charges* that are payable for the *Micro Generator Basic Connection Service* we provide under this *Contract*.
- (b) If your *Retailer* has applied on your behalf for the *Micro Generator Basic Connection Service* (that is, your *Retailer* accepted our offer on your behalf) we will bill your *Retailer* for the *Connection Charges* that are payable for the *Micro Generator Basic 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*.
- (c) Where you are required to pay us the *Connection Charges* then you must pay these to us on acceptance of the offer and in any case by the due date where we issue an invoice to you for those *Connection Charges*. We may issue invoices to you before we commence our work and are not obliged to commence our work until the invoices are paid.
- (d) 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 6.6(a) and 6.6(b).

- (e) Part 3 describes the *Connection Charges* payable for the various Power and Water *Micro Generator Basic Connection Services* and other applicable charges. Our website has a full list of *ACS Charges*, as approved by the *AER*, that we are entitled to charge, and the circumstances in which they will be payable by you.
- (f) If you do not pay the full amount of:
- (i) the *Connection Charges* by the due date of our invoice; or
  - (ii) any additional charges that we invoice you for under clause 6.6(e) 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.

## 7. Liability

### 7.1 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 *Micro Generator Basic Connection Service*; or
  - (ii) the quality, fitness or safety of electricity or a *Micro Generator Basic 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) This *Contract* does not govern the ongoing *Connection* of your *Premises* or the *Micro-Embedded Generator* to our *Electricity System*, the supply of electricity to those *Premises* or your export of electricity to our *Electricity System* from the *Micro-Embedded Generator*. These matters, and our liability in relation to them, is regulated by the *Ongoing Supply Contract* and by the contractual arrangements referred to in clause 1(d).
- (g) You acknowledge that the *Connection* of the *Micro-Embedded Generator* to our *Electricity System* at your *Premises* is subject to fluctuations and interruptions

from time to time which may affect your ability to maintain *Connection* of your *Micro-Embedded Generator* 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 *Micro-Embedded Generator*, will be able to maintain *Connection* of the *Micro-Embedded Generator* and/or export electricity to our *Electricity System* at any time; and
- (ii) such fluctuations or interruptions may damage the *Micro-Embedded Generator* or cause it to malfunction.

### 7.2 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 7.1(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 any loss or corruption of data or loss of privacy of communications; or
  - (ii) 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 *Micro Generator Basic 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 *Micro Generator Basic Connection Service* or any other obligation of yours under this *Contract*.

### 7.3 Guaranteed Service Levels

Nothing in this clause 7 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.

### 7.4 Solar Schemes

Without limiting clause 7.1 or clause 7.3, 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 *Micro-Embedded Generator*,

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

### 7.5 Survival

This clause 7 survives the expiration, or termination, of this *Contract*.

## 8. Complaints and dispute resolution

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- (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).

## 9. General

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### 9.1 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.

### 9.2 GST

- (a) The amount payable for a *Micro Generator Basic Connection Service* and any other amounts payable under this *Contract* may be stated to be exclusive or inclusive of *GST*. Clause 9.2(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.

### 9.3 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>.

### 9.4 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.

### 9.5 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*.

### 9.6 Applicable law

The laws of the Northern Territory govern this *Contract*.

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## Schedule 1: coverage of the *Contract*

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The geographical areas covered by this *Contract* are as follows:

### Part A – NT NER AREAS

- Darwin (city, suburbs and surrounding rural areas, including Palmerston, Batchelor and Adelaide River)
- Katherine (township, suburbs and surrounding rural areas, including Pine Creek, Larrimah and Mataranka)
- Tennant Creek (township, suburbs and surrounding rural areas)
- Alice Springs (city, suburbs and surrounding rural areas)

### Part B – OTHER AREAS

- Daly Waters
- Borroloola
- Timber Creek
- Elliott
- Newcastle Waters
- Kings Canyon
- Ti Tree
- Yulara

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

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) either:
  - (i) your *Premises* must already be *Connected* to our *Electricity System*; or
  - (ii) there must be a contract in existence between you and us under which we have agreed that we will *Connect* your *Premises* to our *Electricity System*;
- (f) 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);
- (g) you have satisfied us we will have safe and unhindered access to the *Premises* as required by this *Contract*;
- (h) you must have engaged a competent installer for the design and installation of the *Micro-Embedded Generator* in accordance with the requirements published on our website (<https://www.powerwater.com.au/customers/power/solar-power-systems/pv-class-requirements>);
- (i) your *Micro-Embedded Generator* must comply with the requirements of all parts of Australian Standard 4777 and Australian Standard 5033 and have been installed and connected in accordance with Australian Standard 3000 – Wiring Rules;
- (j) the electrical work on the electrical installations at the *Premises* and the *Micro-Embedded Generator* must be, or has been, carried out by a *Licensed Electrical Contractor* who has complied with the requirements referred to in clause 6.4(c) 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*;
- (k) your *Licensed Electrical Contractor* has prepared the necessary documentation as published on our website (<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;
- (l) your *Licensed Electrical Contractor* has performed each of the following steps:
  - (i) the *Micro-Embedded Generator* is connected to a dedicated circuit complete with lockable isolating switch at the switchboard;
  - (ii) the main switchboard and isolating fuse/switch/circuit breaker are labelled correctly; and
  - (iii) alternative supply signage has been installed;
- (m) you have been provided with the operating manual for the *Micro-Embedded Generator* at the *Premises*; and
- (n) you have paid all relevant charges invoiced to you and provide us with all required documents as set out on our website at <https://www.powerwater.com.au/customers/power/solar-power-systems/pv-class-requirements>.

## Part 3: Charges

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All of Power and Water's related charges are set out in Power and Water's *ACS Charges* as approved by the *AER*, and published on our website. (<https://www.powerwater.com.au/about/regulation/electricity-network-regulation-and-pricing>)

Power and Water's charges for *Micro Generator Basic Connection Services* generally include fees relating to *Class 1 PV Systems* and *Class 2 PV Systems*, as set out in our *ACS Charges*.

Additional charges may apply including the exchange or replacement of your meter or meter program change, depending on individual circumstances.

All fees will be outlined to you (or your *Retailer*) and you (or your *Retailer*) will need to pay those fees which are invoiced to you before we will begin any work relating to your *Micro Generator Basic Connection Services*.

## Part 4: 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 *MicroGenerator Basic Connection Services* as requested in your *Connection Application*.

Please read this Offer (including the attached Parts 1 to 3) carefully.

**How to Accept this Offer**

You may accept this Offer by signing and returning this *Letter of Offer* (in the section below headed "Acceptance Form") to the Power and Water mailing address specified below within 45 *Business Days* from the Offer Date.

This Offer will lapse if not accepted within 45 *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*).

**Formation of Contract**

When this Offer is accepted, this document will form a *connection contract* between the *Customer* and Power and Water.

That *connection contract* comprises this *Letter of Offer* (including the attached *Connection Specific Details*) and the following three parts

**Part 1** Introduction

**Part 2** General Terms and Conditions

**Part 3** Description of Charges

**Regards**

**POWER AND WATER:**

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## Acceptance Form

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By signing and returning this Offer, the *Connection Applicant* named in this document accepts the Offer set out in this document.

If the signatory is not the *Customer*, the signatory warrants the signatory's authority to accept the Offer for and on behalf of the *Customer* and that the *Customer* is aware of the terms of the Offer.

This acceptance form should be returned to Power and Water at:

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

### Acceptance by Individuals

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Witness \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_

### Acceptance by Companies

Option 1: Company name \_\_\_\_\_

Director signature \_\_\_\_\_

Print Name \_\_\_\_\_

Director / Secretary signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Option 2: Company name \_\_\_\_\_

Authorised Representative \_\_\_\_\_

Print Name \_\_\_\_\_

Witness \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

If the signatory is not the *Customer*, please specify relationship between the signatory and the *Customer* (e.g. *Retailer*).

\_\_\_\_\_

## Connection specific details

1.	<b>Customer Contact 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 <i>Connection Application</i> ]
2.	<b>Premises</b> [the location of the work and <i>Connection</i> ]	[If not completed then the <i>Premises</i> are as specified in the <i>Connection Application</i> ]
3.	<b>Premises Connection Assets</b>	The Power and Water owned service line which will <i>Connect</i> the Power and Water Electricity System to the <i>connection</i> point.
4.	<b>Micro-Embedded Generator</b> (inverter model and type)	[If not completed then as specified in the <i>Connection Application</i> ]
5.	<b>Maximum Allowed Generation Capacity</b>	<i>Class 1 PV System</i> - 5kVA Single Phase or 7kVA Three Phase, per lot <i>Class 2 PV System</i> - 10kVA Single Phase or 30kVA Three Phase, per lot
6.	<b>MicroGenerator Basic Connection Service</b>	See clause 5.2.
7.	<b>Customer's Activities (including installation requirements)</b>	See paragraphs (h) to (m) of Schedule 2 of Part 2.
8.	<b>Metering Equipment</b>	An <i>Embedded Generator Meter</i> must be installed at the <i>Premises</i> . We will install any required <i>Embedded Generator Meter</i> (of a type and quantity to be determined by us having regard to <i>Electricity Laws</i> ).
9.	<b>Connection Charges</b> [if applicable]	[If not completed then charges (if any) determined in accordance with those <i>ACS Charges</i> published on our website]
10.	<b>Timetable</b>	We will commence provision of the <i>Micro Generator Basic Connection Service</i> once you have complied with the conditions in Schedule 2 of Part 2.  Unless an alternative completion date has been agreed with you we will use our best endeavours to complete the <i>Connection</i> by [                      ] Our ability to meet these timeframes is subject to you satisfying the pre-conditions set out in Schedule 2 of Part 2 and you providing us convenient and unhindered access to the <i>Premises</i> and otherwise complying with Part 2.
11.	<b>Technical and Safety Obligations</b>	See clauses 6.4(b) to 6.4(d) of Part 2.
12.	<b>Contestable Works</b>	None of the works involved in providing the <i>Micro Generator Basic Connection Services</i> are contestable.