

[Letter Date]
[Connection Customer Name]
[Connection Customer Address]
[Offer Reference Number]

Supply Address: [Supply Address]

Load Alteration – and / or Micro embedded Generator Alteration – Expedited Offer

Thank you for your application for an alteration of an existing load connection and / or alteration to a micro embedded generator at the above supply address.

We are pleased to advise that your application has been successful. As you requested an expedited connection, you are taken to have accepted an offer on the terms set out in this offer letter, the offer schedule and our Model Standing Offer for Basic connection service involving a micro embedded generator. The offer is deemed to have been made and accepted on the later to occur of the date we received your application or the date we received and accepted any additional information we requested you to provide (“offer acceptance date”).

The service will be provided on the terms set out in:

- this letter;
- the attached offer schedule; and
- the attached Model Standing Offer for Basic Connection Services involving a micro embedded generator.

For your convenience, we have highlighted in the offer schedule several key points from the Model Standing Offer. It is important that you read the Model Standing Offer in full so that you understand our mutual rights and obligations in relation to the service we are providing.

Please contact us if you would like a hard-copy of the Model Standing Offer, and we will mail you a copy.

Thank you for choosing Jemena. We look forward to having you as a customer on our network.

Regards,

Network Connections Team
Jemena Electricity Networks Ltd

OFFER SCHEDULE

1.	Customer	[Name Of Customer]
2.	Customer ABN (if applicable)	[Customer ABN]
3.	Supply Address	[Supply Address]
4.	Type of Basic Connection Services	The Load Alteration or Micro Embedded Generator Alteration identified in your application.
5.	Offer acceptance date	The latest to occur of: (a) the date we received your application; or (b) the date we received and accepted any additional information we requested you to provide.
6.	Maximum Allocated Capacity	Unless otherwise agreed in writing by us, your maximum allocated capacity will be the lesser of: (a) 40 amps per phase; or (b) the rating of the smallest component of our distribution network used solely to supply electricity to your supply address.
7.	Maximum Allocated Generating Capacity	As per your application unless otherwise advised by us
8.	Export Limit	None specified
9.	Who is to provide the Meter	Jemena Meter Type: AMI Type 5 (Note: a meter service charge is payable where Jemena supplies the meter. The meter service charge is an additional fee which is not included in the Connection Charges). ¹
10.	Validity Period	N/A
11.	Connection Charges ²	You must pay: <ul style="list-style-type: none"> • Alteration charges (if applicable): <ul style="list-style-type: none"> a) \$478.16 per service vehicle visit (inclusive of GST) if you requested the service between business hours; b) \$628.50 per service vehicle visit (inclusive of GST) if you requested the service after hours. • Micro embedded generator charges (if applicable): <ul style="list-style-type: none"> c) \$54.40 (inclusive of GST) for remote meter reconfiguration Services.
12.	Time for performance of service	We will arrange with you a suitable date to commence and complete the Services ("connection date"). Where no connection date is arranged, we will use our best endeavours to ensure the connection date is within 10 business days (where you make an application through your retailer) or within 20 business days (where you have made an application to us directly) after the last to occur of: <ul style="list-style-type: none"> i) acceptance by you of our offer; ii) all conditions of offer relevant to the services being complied with; and iii) where you have made an application to us directly, payment of the connection charges and other

¹ The amount of the meter service charge is set by the Australian Energy Regulator (AER).

² You may be required to pay some further amounts in addition to the connection charges (e.g. wasted truck visits, meter service charges, energisation fees) as indicated in the terms of the Model Standing Offer.

		amounts payable under this Agreement being received by us as cleared funds in our bank account.
13.	Electricity retail arrangements	<p>The energisation of the connection point and supply of electricity to the supply address will not commence until:</p> <ul style="list-style-type: none"> a) you have selected and entered into a contract with a retailer of your choice for the supply address; and b) we have received details about the contract with that retailer; and c) that retailer has requested energisation of your supply address.
14.	Job specific details	[Details specific to the connection work - e.g. meter location.]

Model Standing Offer for Basic Connection Services involving a Micro Embedded Generator

BASIC CONNECTION SERVICES

- NEW LOAD CONNECTION WITH MICRO EMBEDDED GENERATOR
- EXISTING LOAD CONNECTION WITH MICRO EMBEDDED GENERATOR
- ALTERATIONS TO LOAD CONNECTION OR MICRO EMBEDDED GENERATOR

INTRODUCTION

Commencement

This *model standing offer* applies to *applications* for connections or alterations which involve *micro embedded generators* lodged on or after 1 July 2016.

What does this model standing offer apply to and how does it apply?

This *model standing offer* applies to *applications* for the following:

- a) *basic load connection services* plus *basic micro embedded generator connection services* (Type A);
- b) alterations to an existing *connection* to:
 - i) add a *micro embedded generator* (via provision of *basic micro embedded generator connection services*);
 - ii) add a *micro embedded generator* (via provision of *basic micro embedded generator connection services*) and make a *load alteration*;
 - iii) make a *micro embedded generator alteration*; or
 - iv) make a *load alteration* and a *micro embedded generator alteration* (Type B).

This *model standing agreement* is divided into various sections:

- This Introduction;
- Section 1 – General;
- Section 2 – New *Connection* plus *Micro Embedded Generator*;
- Section 3 – Alterations.

The sections of this *Agreement* apply as follows:

- a) If you are making a *Type A application* the following sections will apply to you:
 - i) this Introduction;
 - ii) Section 1; and
 - iii) Section 2.
- b) If you are making a *Type B application* the following sections will apply to you:
 - i) this Introduction;
 - ii) Section 1; and
 - iii) Section 3.

Basic connection services are available where the requirements set out in this *Agreement* are met. If your *application* involves a *connection* that does not meet any of the requirements set out in this *Agreement*, or if you wish to negotiate the terms and conditions on which we will provide *basic connection services*, then your *application* is not for *basic connection services* it is for a negotiated connection. If you are seeking a negotiated connection this *Agreement* will not apply and we will contact you and advise you of the process for, possible costs and expenses related to, and the applicable terms and conditions for, a negotiated connection.

Making an application

Applications for *basic connection services* can be made by *retail customers* (e.g. you), *retailers* or another person acting on behalf of a *retail customer* and *real estate developers*.

You can submit an *application* through our *electronic business system*, [connect and manage my electricity](#)¹ or by using the form published on our website. A paper copy of the form can also be obtained by contacting our Network Connections Team (see page 4 for contact details).

Alternatively, you can make an *application* by contacting your *retailer* and asking them to make an *application* on your behalf. If you make an *application* through your *retailer* the terms and conditions of this *Agreement* will apply to the provision of the *basic connection services* by us to you.

If another person (e.g. a *retailer*) makes an *application*, accepts an *offer* or *deemed offer* or agrees to the terms of our *Agreement* on your behalf you agree that such a person is your duly appointed and authorised agent and that person has the power to bind you to the terms and conditions of this *Agreement*. Any *load connection charges*, *micro*

¹ myservices.jemena.com.au

embedded generator charges or alteration charges and any other charges which are payable under this *Agreement* will be billed to *you* via *your agent* (including *your retailer*).

Incomplete applications

If *your application* is incomplete in a material respect, *we* will advise *you* of the deficiency and may require *you* to complete *your application* and re-submit it. This applies even if *you* have requested an *expedited connection*.

Additional information required to assess application

We may require *you* to provide *us* with any additional information *we* may reasonably require to assess *your application*.

Charges

The charges for *basic connection services* are set out in *our* Distribution Services Price Schedule, all of which have been approved by the Australian Energy Regulator. A copy of *our* [Distribution Services Price Schedule](#)² can be accessed on *our* website or a printed copy can be obtained by contacting *us* via the contact details set out on page 4 of this *Agreement*.

The load connection charges, the micro embedded generator charges and the alteration charges for basic connection services include (as applicable) the labour for undertaking the connection works on site (including, where relevant, the labour costs associated with installation of a meter when we supply the meter), the costs of any relevant premises connection assets, the costs of any common components of minor variations from the standard specifications, materials, back office work and other incidental costs. Please note, however, that these charges do not include the cost of supplying you with a meter or the costs of energisation. If we have agreed at item 9 of the offer schedule to supply a meter to you the cost of the meter will be recovered through our meter service charges and we will bill you for the meter service charges via your retailer. We will also bill you for any costs of energisation via your retailer.

Where *we* have received *your application* (in the form of a *B2B service order* or otherwise) from a *retailer* (for and on *your* behalf), *we* will send details of the relevant charges to *your retailer* after completion of the *connection work*. *Your retailer* may include any *load connection charges, micro embedded generator charges* and / or *alteration charges* and any other charges payable to *us* in accordance with this *Agreement* for the *basic connection services* in an invoice to *you*.

Where *we* have received the *application* directly from *you*, *you* are required to pay the relevant *load connection charges, micro embedded generator charges* and / or *alteration charges* (as applicable) directly to *us* in accordance with the methods set out in clause 4 of this *Agreement*. Payment must be received prior to provision by *us* of the *basic connection services*.

What does Part A of Section 1 of this model standing offer do?

Part A of Section 1 details the *offer* and acceptance process where:

- a) *you* have requested an *expedited connection* (clause 1); or
- b) *you* have requested an *offer* be made by *us* to *you* (clause 2).

It also sets out the next steps that both *you* and *we* are required to undertake so that *basic connection services* can be provided by *us* and the new *connection* established.

What does Part B of Section 1 this model standing offer do?

Part B of Section 1 sets out the terms and conditions that apply to *you* and *us* in relation to the provision of *basic connection services*.

What does this Agreement apply to?

This *Agreement* applies to the provision to *you* of *basic connection services*. After the *basic connection services* have been provided and *your connection* has been established and energised *we* will supply electricity to *you* under, and in accordance with, the terms and conditions of *our* [Deemed Standard Distribution Contract](#)³ (which is located on *our* website or can be obtained by contacting *us* via the contact details set out on page 4 of this *Agreement*).

² jemena.com.au/document/electricity/distribution-services-price-schedule

³ jemena.com.au/documents/electricity/deemed-standard-distribution-contract

Privacy Policy

Our [Privacy Policy](#)⁴ is available on our website.

Understanding this document

Italicised words in this document have the meaning given to them in the Definitions section in clause 13 of this *Agreement*.

Contacting us

Please ensure *you* read this document. If *you* have any queries in relation to the *connection* or the *Agreement* then please visit our website or contact our Network Connections Team as follows:

Network Connections

Jemena

PO Box 16182, Melbourne VIC 3000

Phone: 1300 131 871

Email: network.connections@jemena.com.au

⁴ jemena.com.au/about/privacy

SECTION 1 - GENERAL

PART A: EXPLANATION OF THE OFFER PROCESS:

1. *Expedited connections*

1.1 Offer and acceptance of an expedited connection

Where:

- a) *you* have submitted a properly completed *application* for an *expedited connection* and have provided *us* with any additional information *we* have requested pursuant to clause 1.2 of this *Agreement*; and
- b) *we* are satisfied that the *Conditions of Offer* are met for the *basic connection service* *you* requested;

then

- c) an *offer*:
 - i) in the form of a *deemed offer* for that *basic connection service* as set out on *our website*⁵⁵; and
 - ii) incorporating the terms and conditions set out in this *Agreement* and the information in *your application*;

is taken to have been made by *us* and accepted by *you* on the day which is the latest to occur of the day *we* received *your application*, or where *we* required additional information to assess the *application* the day *we* received and accepted the additional information or (where *you* have not made an *application* via a *retailer*) the day *we* received payment of the required *load connection charges*, *micro embedded generator charges* and / or *alteration charges* (as applicable) (the *deemed acceptance date*).

If *you* make an *application* via *your retailer* *your application* will be treated as a request for an *expedited connection*.

1.2 Timing of assessment and notification

We will assess *your application* and will, within 10 *business days*, provide *you* with advice of:

- a) any deficiency in *your application*. If *your application* is deficient *we* may require *you* to complete or amend *your application* and re-submit it; or
- b) any additional information *we* may require to assess *your application*.

1.3 Where Conditions of Offer are not met

If *we* are not satisfied that *your application* meets the *Conditions of Offer* then *your application* will not be for *basic connections services*. If this is the case *you* will need to apply for a negotiated connection. *We* will notify *you* why the *Conditions of Offer* have not been met within 10 *business days* after the later of receipt of *your application* or receipt of any additional information requested by *us*. *We* will then advise *you* of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

1.4 How will you be notified?

We will notify *you*:

- a) electronically where *your application* was submitted electronically through *our electronic business system* (that is all of the information required for a confirmation as set out above will be provided electronically through that system);
- b) in writing or by email, where *your application* was submitted otherwise than through *our electronic business system*;
- c) as otherwise agreed between *you* and *us*; or
- d) via *your retailer* if *you* have submitted *your application* through *your retailer*.

⁵⁵ jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity

2. Explanation of non-expedited connections

2.1 Offer for non-expedited connection

Where:

- a) *you* have submitted a properly completed *application* for a *connection* that is not an *expedited connection* and have provided *us* with any additional information *we* have requested pursuant to clause 2.2 of this *Agreement*; and
- b) *we* are satisfied that the *Conditions of Offer* are met for the *basic connection service* *you* requested;

then

- c) *we* will, within 10 *business days*, make an *offer*:
 - i) in the form of *our* standard form *offer* for that service⁶; and
 - ii) incorporating the terms and conditions set out in this *Agreement* and the information in *your application*.

2.2 Timing of assessment and notification

We will assess *your application* and will, within 10 *business days*, provide *you* with advice of:

- a) any deficiency in *your application*. If *your application* is deficient *we* may require *you* to complete or amend *your application* and re-submit it; or
- b) any additional information *we* may require to assess *your application*.

2.3 Where Conditions of Offer are not met

If *we* are not satisfied that *your application* meets the *Conditions of Offer* then *your application* will not be for *basic connections services*. If this is the case *you* will need to apply for a negotiated connection. *We* will notify *you* why the *Conditions of Offer* have not been met within 10 *business days* after the later of receipt of *your application* or receipt of any additional information requested by *us*. *We* will then advise *you* of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

2.4 How will you be notified?

We will notify *you*:

- a) electronically where the *application* was submitted electronically through *our electronic business system* (that is all of the information required for a confirmation as set out above will be provided electronically through that system);
- b) in writing or by email, where the *application* was submitted otherwise than through *our electronic business system*; or
- c) as otherwise agreed between *you* and *us*.

2.5 How to accept the offer?

If *you* wish to accept the *offer* and:

- a) *your application* was submitted through *our electronic business system*, *you* must accept the *offer* electronically through that system; or
- b) *your application* was submitted otherwise than through *our electronic business system* – *you* must accept the *offer* in accordance with the instructions set out in the *offer*.

2.6 How long is an offer for a non-expedited connection open?

Our offer will remain open for acceptance for a period of 45 *business days* from the date of the *offer*, or such longer period specified by *us* in the *offer* or as otherwise agreed by *us* (the *validity period*). If *you* do not accept the *offer* within the *validity period* the *offer* will lapse. If the *offer* lapses and *you* still require a *connection* *you* must commence the *application* process again.

⁶ The form of the standard *offer* can be viewed on *our* website jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity or obtained by contracting *us* via the contact details set out on page 4 of this *Agreement*.

PART B: TERMS AND CONDITIONS OF PROVIDING THE BASIC CONNECTION SERVICE

3. Formation of Agreement

- a) Upon the *deemed acceptance date* (for an *expedited connection*) or the date of acceptance of the *offer* by you under clause 2 (for a non-expedited connection), you are taken to have entered into an *Agreement* with us to carry out the *basic connection services*.
- b) The *offer* (or *deemed offer* for an *expedited connection*), the *offer schedule*, the *Model Standing Offer*, any completed *acceptance form* and your *application* taken together shall form the *Agreement* between you and us. In the event of any inconsistency between these documents the document mentioned first in this clause shall take priority.
- c) This *Model Standing Offer* is pending approval from the Australian Energy Regulator (AER). If the AER requires any changes to this *Model Standing Offer* as a condition of their approval, we may, by notice to you, alter the terms of an *offer* made to you, or this *Agreement* to the extent required to reflect those changes and the terms of the *Agreement* will be so amended.

4. Payment

- a) Where you have applied for *basic connection services* via your retailer you will be billed for, and will be required to pay the *load connection charges* and / or the *micro embedded generator charges* and / or the *alteration charges* (as applicable) and any other charges payable in accordance with this *Agreement*, via your retailer.
- b) Where you have applied directly to us for the *basic connection service*, you must pay the *load connection charges* and / or the *micro embedded generator charges* and / or the *alteration charges* (as applicable) prior to provision by us of the *basic connection services*. You may make payment to us by providing us with your credit card details. If you wish to make payment via a different method please contact us (via the contact details set out on page 4 of this *Agreement*) to discuss payment options. If any other amounts are payable in accordance with *Agreement* (e.g. *meter service charges*, energisation fees) you will be required to make payment of such amounts to us via your retailer.

5. Your maximum allocated generating capacity

You must ensure that you do not:

- a) install and connect to our distribution network a *micro embedded generator* with a generating capacity exceeding your maximum allocated generating capacity; and
- b) you must not export to our distribution network any amount exceeding your export limit.

Your maximum allocated generating capacity and export limit are set out at item 7 and 8 of the *offer schedule*. We shall endeavour to provide you with the maximum allocated generating capacity which you have requested in your *application* (if any). However this may not always be possible. If we have assessed that we are not able to provide the maximum allocated generating capacity requested in your *application* the maximum allocated generating capacity we are able to provide will be set out in item 7 of the *offer schedule*.

If you wish to increase your maximum allocated generating capacity or export limit, we may charge you for the cost of any necessary works to our distribution network, in accordance with our customer connection policy.

If an increase in your maximum allocated generating capacity or export limit would require works to be undertaken to our distribution network your *connection* will not fall within the scope of the *basic connection services* and is therefore excluded from this *Agreement*. For *connection services* requiring works to be undertaken to our distribution network, you may contact us (see contact details on page 4 of this *Agreement*) and request a negotiated connection. We will then advise you of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

6. Your micro embedded generator connection

Where the *basic connection services* include *basic micro embedded generator services*, our obligation to provide the *basic connection services* is subject to the following requirements:

- a) *you* or *your retailer* or another person acting on *your* behalf must provide *us* with the following correctly completed documents:
 - i) a *Micro Embedded Generator Connection application* form;
 - ii) a prescribed Certificate of Electrical Safety (CES) (supplied by *your registered electrical contractor*); and
 - iii) an Electrical Works Request form (EWR) (supplied by *your registered electrical contractor*).
- b) A single bi-directional meter must be installed at *supply address*:
 - i) where there is no meter installed at the *supply address* and *we* have indicated at item 9 of the *offer schedule* that *we* are providing a meter *we* will install an appropriate bi-directional meter;
 - ii) where there is no meter installed at the *supply address* and *we* have indicated at item 9 of the *offer schedule* that *we* not are providing a meter it is *your* responsibility to install and configure an appropriate bi-directional meter. The meter must be installed and configured at the *supply address* before *we* are obliged to undertake the *basic connection services*;
 - iii) where *you* already have a meter installed at the *supply address* the meter must be reconfigured for a bi-directional application. Where *we* have provided the meter *we* will reconfigure the meter as part of the *basic connection services*. If another person has provided the meter *you* will need to arrange for any necessary reconfiguration;
 - iv) where *you* have more than one meter installed at the *supply address* the meters will need to be replaced with a single bi-directional meter. If *we* have indicated at item 9 of the *offer schedule* that *we* are providing a meter *we* will install an appropriate bi-directional meter. If *we* have indicated at item 9 of the *offer schedule* that *we* not are providing a meter it is *your* responsibility to install and configure an appropriate bi-directional meter. The meter must be installed and configured at the *supply address* before *we* are obliged to undertake the *basic connection services*.

7. Requirements for works undertaken by *you* or on *your* behalf

Where any electrical work is required to be undertaken at the *supply address* by *you* or on *your* behalf (including any contestable works which may include the installation of a meter) *you* must ensure that such works are carried out:

- a) only by a person with the necessary *qualifications*; and
- b) in accordance with all *safety and technical requirements*.

8. Timing of *connection work*

When a *deemed offer* has been made under clause 1, or an *offer* has been made under clause 2, and the *Conditions of Offer* relating to *basic connection services* are met, *we* will arrange with *you* a suitable date to complete the *connection works* ("*connection date*").

Where no *connection date* is arranged, *we* will use *our* best endeavours to ensure the *connection date* is within 10 *business days* (where *you* make an *application* through *your retailer*) or within 20 *business days* where *you* have made an *application* to *us* directly after the last to occur of:

- a) acceptance by *you* of *our offer*;
- b) all *Conditions of Offer* relevant to the *basic connection services* being complied with; and
- c) where *you* have made an *application* to *us* directly, payment of the *load connection charges* and / or *micro embedded generator charges* and / or *alteration charges* (as applicable) being received by *us* as cleared funds in *our* bank account.

9. Customer Obligations

You acknowledge and agree to the following:

- a) you must provide *our* representatives at all times (provided official identification is produced by *our* representatives if requested) with convenient, safe and unhindered access to:
 - i) the *supply address* and any other sites necessary to complete the *basic connection services*;
 - ii) *our* equipment for any purpose associated with the *connection*, metering or billing of electricity; and
 - iii) *your* electrical installation for the purpose of inspection or testing, or connecting, disconnecting or reconnecting supply.
- b) you must provide sufficient space at the *supply address* to accommodate *our* assets, you must protect *our* assets from harm and you agree not to tamper with, adjust, disconnect, by-pass, interfere with or otherwise damage or render inoperable or inaccurate the metering equipment and you must use *your* best endeavours to ensure that no other person does so or attempts to do so;
- c) you must pay any amounts payable under this *Agreement* including the *load connection charges*, any *meter service charge*, any *micro embedded generator charges*, any *alteration charges* and any additional payments required by this *Agreement* (including any charges for wasted truck visits or fees required for energisation);
- d) we may disconnect any *micro embedded generator* from *our* distribution network or instruct you to do so in any circumstance in which we are entitled, or obliged, to interrupt the supply of electricity. You must promptly comply with any instruction given by us or *our* authorised representative in relation to disconnection of any *micro embedded generator* from *our* distribution network;
- e) you must ensure that the installation of the *micro embedded generator* and its *connection* to *our* distribution network complies, and continues to comply with all *Laws* and *safety and technical requirements* (in particular AS4777 – Grid Connection of Energy Systems via Inverters) and that all related equipment essential to the function of the *micro embedded generator* as a single entity is connected in accordance with AS3000 – Wiring Rules;
- f) you must ensure that the *micro embedded generator* is connected to a dedicated circuit complete with lockable isolating switch at the switchboard;
- g) you must ensure that the main switchboard, isolating fuse/switch circuit breaker are labelled correctly and alternative supply signage has been installed;
- h) you must ensure commissioning tests as specified in the *Service Installation Rules* are completed and passed;
- i) you must ensure that the *micro embedded generator* remains switched off until any metering upgrades / reconfigurations are complete;
- j) you must ensure that *your micro embedded generator* is maintained in a safe condition and *must* only permit a *registered electrical contractor* to perform work on *your micro embedded generator*;
- k) you shall retain comprehensive maintenance records for work performed on *your micro embedded generator*;
- l) you must ensure that *your micro embedded generator* is installed and maintained in accordance with the manufacturer's instructions and specifications by a *registered electrical contractor* so as to ensure that *your micro embedded generator* remains at all times safe and functional;
- m) you must immediately disconnect, or arrange for disconnection, *your micro embedded generator* from *our* distribution network if there is a lack of functionality of the safety features of *your micro embedded generator*. You must not reconnect, or arrange for reconnection, of *your micro embedded generator* until the lack of functionality of the safety features of *your micro embedded generator* have been rectified;
- n) you must understand how to operate and maintain *your micro embedded generator* and must not:
 - i) cause, or be likely to cause, any damage or loss to *our* distribution network;
 - ii) compromise the safe operation of *our* distribution network under normal or abnormal conditions; or
 - iii) interfere with the continuity or quality of the electricity supply provided by us.

10. Termination

We may terminate this *Agreement* in any of the following circumstances:

- a) the *site information* provided is inaccurate and the terms of this *Agreement* are no longer considered by us to be appropriate in light of the correct *site information*;
- b) notwithstanding *your* acceptance of the *Agreement*, payment has not made by the date due;

- c) *you* have indicated that *you* require an *expedited connection* but *we* notified *you* that *basic connection services* are not appropriate for *your application* or the *supply address*; or
- d) notwithstanding *your* acceptance of the *Agreement*, the *connection works* have not commenced within 90 days of receipt of the *application* by *us* because the *Conditions of Offer* have not been met.

11. Limitation of Liability

11.1 To the extent permitted by *Law* and subject to clause 11.2 below:

- a) no warranties, guarantees, undertakings or conditions are implied into this *Agreement* and, except where expressly stated in this *Agreement*, *we* give no warranties, guarantees, undertakings or conditions and make no representation to *you* about the condition, suitability, quality, fitness or safety of any electricity supplied or of *our basic connection services* or the *connection works*;
- b) *our* liability (if any) arising from, or in connection with, any failure to comply with any *Law* or any consumer guarantee is limited, as far as the *Law* permits and at *our* option, to resupplying the goods or services (including the *basic connection services*), or paying for their resupply;
- c) *we* shall not be liable for any *Consequential Loss*;
- d) *we* are not otherwise liable to *you* unless *we* have been negligent or acted in bad faith;
- e) if any *Law* (including sections 119 and 120 of the National Electricity Law and regulation 14 of the National Electricity Regulations) provides *us* with any additional limitations of liability or immunities to those set out in this *Agreement* then nothing in this *Agreement* is intended to, or shall, affect the operation or *application* of those *Laws*;
- f) any limitations or exclusions of liability in this clause or this *Agreement* apply whether a claim is based on, or arises out of, or in connection with, this *Agreement* or otherwise in contract, tort (including negligence), under any warranty or indemnity, under statute, in equity or otherwise.

11.2 Nothing in this clause 11 shall limit any obligation *we* have to make a *GSL payment* to *you* due to a failure by *us* to comply with any applicable guaranteed service level.

12. Miscellaneous

12.1 This *Agreement* comprises the entire understanding between *you* and *us*. Any previous representations are superseded by this *Agreement* and will have no legal effect.

12.2 If for any reason any of the terms of the *Agreement* are held to be invalid, illegal or unenforceable by any court or administrative body, all other terms of the *Agreement* will remain in force and effect.

12.3 Any reference in this *Agreement* to *Laws* is a reference to the relevant *Laws* as amended or replaced from time to time. References to a “clause” are to clauses in this *Agreement*.

12.4 The *Agreement* will be governed by the *Law* applicable in Victoria.

12.5 Clauses 11 and 12 survive expiration or termination of this *Agreement*.

13. Definitions

The terms set out below have the following meanings wherever used in this *Agreement*:

Acceptance Form—means:

- a) where *you* are making an *application* for an *expedited connection* to *us* directly the invoice seeking payment for the *basic connection services*;
- b) where *you* are making an *application* for an *expedited connection* to *us* via *your retailer* the response *we* send to *your retailer* confirming validation of *your application*;
- c) where *you* are making an *application* for a non-expedited connection pursuant to clause 2 of this *Agreement*, the document *we* provide to *you* at the time *we* make an *offer*.

AER—means the Australian Energy Regulator.

Alteration charges—means the amount *you* must pay for a *load alteration* and / or a *micro embedded generator alteration* (as applicable) as set out in item 11 of the *offer schedule*.

Application or Applications—means any *application* made by *you* (including via a *retailer*) for *basic connection services*.

Agreement—means the contract between *you* and *us* for provision of *basic connection services* comprising the documents referred to in clause 3(b) of this *Agreement*.

Basic connection services—

- a) if *you* are making a *Type A application* basic connection services means *basic load connection services* and *basic micro embedded generator connection services*;
- b) if *you* are making a *Type B application* basic connection services means *basic micro embedded generator connection services* and / or *load alterations* and / or *micro embedded generator alterations* (as applicable).

The type of *basic connection services* applicable to *you* is set out in item 4 of the *offer schedule*.

Basic load connection services—means a *connection* which meets the following criteria:

- a) a new *connection* involving the establishment of a permanent or temporary *connection* (single or three-phase) with a total capacity of less than 100 Amps per phase that is either:
 - i) a physical *connection* between an agreed *connection* point at the *supply address* and *our* distribution network that comprises an overhead single span service cable from an existing pole where the length of the service cable does not exceed 45 meters in total and does not exceed 20 metres over *your* property at the *supply address*; or
 - ii) a physical *connection* between the *supply address* and *our* distribution network via an underground electricity cable where the *connection* point is in an existing service pit located at *your* property boundary at the *supply address*.
- b) the new *connection* involves no augmentation, replacement or extension of *our* distribution network;
- c) an adequate capacity of electricity is available at the required voltage at the boundary of *your* property at the *supply address*;
- d) the required overhead clearances (as detailed in section 7—Connecting to the Low Voltage (LV) Network of the *Service Installation Rules*) must be able to be achieved and maintained for an overhead *connection* and there must be no excessive property crossing;
- e) the *connection* must be metered;
- f) the *connection* must not be subject to a *pioneer scheme*.

Basic micro embedded generator connection services—means a *connection* which meets the following criteria:

- a) a *connection* between a *micro embedded generator* with a maximum capacity of less than 10 kVA per phase (or 30 kVA three-phase) and *our* distribution network;
- b) the *micro embedded generator* must be connected via an inverter which is compliant with AS4777 – Grid Connection of Energy Systems via Inverters;
- c) the provision of the *basic micro embedded generator connection services* must involve no augmentation, replacement or extension of *our* distribution network.

Business day(s)—means a day (not being a Saturday or Sunday) on which commercial banks are open for general banking business in Melbourne.

B2B service order—means an electronic business to business service order between a *retailer* and *us*.

Conditions of Offer—:

- a) If *you* are making a *Type A application* the conditions of offer are the requirements set out in:
 - i) the definitions of *basic load connection services* and *basic micro embedded generator connection services* in clause 13 of this *Agreement*;
 - ii) clauses 6 and 16 of this *Agreement*.
- b) If *you* are making a *Type B application* the conditions of offer are the requirements set out in:
 - i) the definitions (as applicable) of *basic micro embedded generator connection services*, *load alterations* and *micro embedded generator alterations* in clause 13 of this *Agreement*;
 - ii) clauses 6, 19 and 20 of this *Agreement*.

Connection—means a physical link between *our* distribution network and *your supply address* to allow the flow of electricity via the *premises connection assets*.

Connection date—means the date on which *we* complete the *connection works*.

Connection work(s)—means all works undertaken by *us* in providing the *basic connection services*.

Consequential Loss—means any loss of actual or anticipated profit or revenue, loss of anticipated savings, financing costs of any type, loss of production or production stoppage, increased operating costs, increased cost of working, business or supply interruption costs or loss, wasted internal management or other administrative time, loss of contract, loss of business opportunity, loss of good will, loss of use, loss or corruption of data, economic loss, incidental, punitive, indirect or consequential loss, cost, damage or expense.

Customer—means the customer identified in the *application* and set out at item 1 (and if applicable item 2) of the *offer schedule*.

Deemed Acceptance Date—means the day an *expedited connection* is taken to have been accepted in accordance with clause 1.1 of this *Agreement*.

Deemed Standard Distribution Contract—means *our* deemed standard contract for supply of electricity published on *our* website at Deemed Standard Distribution Contract (as amended from time to time).⁷

Deemed Offer—means an *offer* in the form set out on *our* website⁸ for the *basic connection services* requested in *your application* which is deemed to apply if *you* seek an *expedited connection* in accordance with clause 1 of this *Agreement*.

Electronic business system—means *our* electricity distribution portal located at connect and manage my electricity.⁹

Expedited Connection—means *you* have submitted a complete *application* for *basic connection services* which has been accepted by *us* and *you* have indicated in the *application* that *you* agree to accept the *deemed offer* and the terms of this *Agreement* and do not wish to go through the *offer* and acceptance process.

GSL Payment—means the guaranteed service level payments required to be made by *us* in the circumstances, and at the rates and maximum amounts set out in the Electricity Distribution Code or the Public Lighting Code (whichever is applicable) as may be amended from time to time.

Law or Laws—includes all acts, ordinances, regulations and sub-ordinate legislation applicable to this *Agreement* (including the Competition and Consumer Act 2010), any codes, applicable Australian or international standards, any applicable certificates, licences, consents, permits, notices, orders, directions or approvals of organisations having jurisdiction in relation to the subject matter of this *Agreement* and includes any amendment to such instruments made from time to time.

Load alteration(s)—means:

- a) an alteration to an existing *connection* including;
 - i) a *connection* upgrade from single phase to three phase supply of less than 100 Amps;
 - ii) a *connection* upgrade of the service fuse of less than 100 Amps;
 - iii) relocation of existing *premises connection assets*; or
 - iv) a change to *your* maximum allocated capacity to an amount less than 100 Amps;
- b) which involves no augmentation, replacement or extension of *our* distribution network;
- c) where adequate capacity of electricity is available at the required voltage at the boundary of *your* property at the *supply address* to accommodate the alteration;
- d) the required overhead clearances (as detailed in section 7—Connecting to the Low Voltage (LV) Network of the Service Installation Rules) must be able to be achieved and maintained for an overhead *connection* and there must be no excessive property crossing.

Load connection charges—means the amount that *you* must pay for the provision of the *basic load connection services* as set out in item 11 of the *offer schedule*.

Meter service charges—means (where *we* have indicated at item 9 of the *offer schedule* that *we* are supplying a meter) the meter service charge is the cost of the meter (as determined by the rates fixed by the *AER*).

Model standing offer—for *basic connection services* means the terms and conditions set out in this document and any attachments to this document.

Micro embedded generator(s)—means an embedded generator unit (including an inverter and any related equipment essential to its functioning as a single entity or any requirements of the kind contemplated by AS4777 -

⁷ jemena.com.au/documents/electricity/deemed-standard-distribution-contract

⁸ jemena.com.au/home-and-business/electricity/want-electricity/get-connected-to-jemena-electricity

⁹ myservices.jemena.com.au

Grid Connection of Energy Systems via Inverters) for which *basic micro embedded generator connection services* are required (e.g. solar panels, wind generators, battery storage).

Micro embedded generator alteration(s)—means any alteration to a *micro embedded generator* (including a change to the inverter manufacturer or model or an increase or decrease in the maximum allocated generating capacity up to 10kVA per phase).

Micro embedded generator charges—means the amount that *you* must pay for the provision of the *basic micro embedded connection services* as set out in item 11 of the *offer schedule*.

National Electricity Rules—means the National Electricity Rules (made under the National Electricity Law) as set out in, or amended by, the National Electricity (Victoria) Act 2005 and the National Electricity (Victoria) Further Amendment Act 2016 and as further amended from time to time.

Offer—means the offer made by *us* to *you* (in accordance with clause 2 of this *Agreement*) to provide *basic connection services* and which comprises an *offer letter*, the *offer schedule* and the *model standing offer*.

Offer letter—means the letter provided by *us* to *you* setting out the terms and conditions upon which *we* will provide *basic connection services* to *you*.

Offer Schedule—means the schedule attached to the *offer letter* or included in a *deemed offer*.

Our, we, us or Jemena—means Jemena Electricity Network Pty Limited (ABN 82 064 651 083) and, as applicable, our contractors, subcontractors or agents.

Pioneer scheme—means a scheme in accordance with Part E of Chapter 5A of the *National Electricity Rules* and the *AER's Connection Charge Guidelines for Electricity Retail Customers* which applies where one customer (the original customer) has, within the last 7 years, funded the costs of extending *our* distribution networks (the extension assets) and another *retail customer* seeks a *connection* via the extension assets.

Premises connection assets—means the components of *our* distribution network used to provide *basic connection services* to *you* which includes:

- a) for an overhead *connection* – the service line from *our* power pole to the *supply address* and the fused overhead line connection box; or
- b) for an underground *connection* – the underground service pit.

Qualifications—means a *registered electrical contractor* or any alternative qualification accepted or agreed to by Energy Safe Victoria.

Registered electrical contractor—means any person in the business of electrical contracting or offering to contract who is registered by Energy Safe Victoria as an electrical contractor.

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:

- a) subdivision;
- b) the construction of commercial or industrial premises (or both);
- c) the construction of multiple new residential premises.

Retail customer—has the same meaning as in the National Electricity Law, (that is, a person to whom electricity is sold by a *retailer*).

Retailer—means a person who holds, or is exempt from holding, a retail licence to sell electricity (other than through the wholesale electricity market) under the Electricity Industry Act (Vic) 2000.

Safety and Technical Requirements—includes the Electricity Industry Act 2000 (Vic), the Electricity Safety Act 1998 (Vic), the Essential Services Commission Act 2001 (Vic), the National Electricity (Victoria) Act 2005 (Vic), the National Electricity (Victoria) Further Amendment Act 2016, the *National Electricity Rules*, the Occupational Health and Safety Act 2004 and any regulations or determinations under those Acts (including the Electricity Safety (Installation) Regulations 2009, Electricity Safety (Electric Line Clearance) Regulations 2010 (Vic) and the Occupational Health and Safety Regulations 2007), the National Electricity Law, any codes (including the Electricity Distribution Code), the *Victorian Services Installation Rules*, the Victorian Electricity Supply Industry (VESI) The Green Book 2013, VESI Fieldworkers Handbook 2008, VESI Skills and Training Guideline 2016, VESI Installation Supply Connection Test & Procedures 2016, VESI Tasks for the Application of Safe Approach Distance – Special, any order (including Orders in Council G17, G33 and G36), or other instrument applying from time to time in Victorian to the electricity market, any

order or certification of the ESC, Worksafe or other government or regulatory body have jurisdiction over the electricity industry or the subject matter of this *Agreement*, AS2467 – Maintenance of Electrical Switchgear, AS/NZS3000:2007 – Australian / New Zealand Wiring Rules, AS/NZS61000 – Electromagnetic Compatibility, AS4777 – Grid Connection of Energy Systems via Inverters, AS/ANZS 5033:2012 – Installation of Photovoltaic (PV) Arrays, AS/NZS3760 – In-Service Safety Inspection and Testing of Electrical Equipment, any guidelines (including the Clean Energy Council (CEG) webpage - Solar Accredited Section – Compliance and Standards and guidelines issued by WorkSafe) and any other law, statute, regulation, proclamation, order in council, direction, tariff, guideline or standard which can be enforced by law or by a regulatory authority applicable to the electricity industry or to the subject matter of this *Agreement*, Jemena internal guidelines (including AMI Electricity Meter Installation, Configuration & Commissioning (ELE PR 1501), Customer Installation Defect Management Procedure (ELE PR 1408), Work Instruction / Meter Installation –fixing screws (ELE WI 1522), Jemena Electricity Network Asbestos Management Plan (JEN PL 3001), Jemena Electricity Network Environmental Management Plan (JEN PL 0061), Testing of Connections and Energisation of Customer Supplies (ELE PR 0023), Jemena Sub-Contractor Engagement Guide for Works on Jemena Electricity Network (ELE GU 0015), any other requirements *we* may advise *you* of from time to time and includes any amendment to, or replacement of, such instruments from time to time.

Service Installation Rules—means the Victorian Services and Installation Rules with which all *connections* or proposed *connections* to Jemena’s electricity distribution networks must comply with as a condition of acquiring and maintaining an electricity supply.

Site information—means the site details provided in *your application* about the *supply address* to be connected as set out in item 14 of the *offer schedule*.

Supply address—means the supply address set out in item 3 of the *offer schedule*.

Type A—means an *application* for *connection* to *our* distribution network via the provision by *us* of *basic load connection services* and at the same time an *application* to connect a *micro embedded generator* to *our* distribution network via the provision by *us* of *basic micro embedded generator connection services*.

Type B—means where *you* have an existing *connection* and make an *application* to:

- a) connect a *micro embedded generator* to *our* distribution network (via the provision by *us* of *basic micro embedded generator connection services*);
- b) add a *micro embedded generator* (via provision by *us* of *basic micro embedded generator connection services*) and make a *load alteration*;
- c) make a *micro embedded generator alteration*; or
- d) make a *load alteration* and a *micro embedded generator alteration*.

Validity Period —means the period in which an *offer* made by *us* is open for acceptance by *you* as detailed in clause 2.6 of this *Agreement* and item 10 of the *offer schedule*.

You and your—means a *retail customer* and the person identified at item 1 (and if applicable item 2) of the *offer schedule*.

SECTION 2 – BASIC LOAD CONNECTION SERVICES

14. Description of the *connection work* for a new load *connection*

A new load *connection* means the establishment of a permanent or temporary *connection* (single or three-phase) that is either:

- a) a physical *connection* between a *connection* point (as agreed to, or specified by, *us*) at the *supply address* and *our* distribution network that comprises an overhead single span service cable from an existing pole where the length of the service cable does not exceed 45 meters in total and does not exceed 20 metres over *your* property at *the supply address*; or
- b) a physical *connection* between the *supply address* and *our* distribution network via an underground electricity cable where the *connection* point is in an existing service pit located at *your* property boundary at the *supply address*.

The *premises connection assets* comprising the *connection* will be installed by *us*. After the *connection* has been made the *premises connection assets* shall be owned by *us*.

15. *Your maximum allocated capacity*

You must ensure that the demand for electricity at *your supply address* does not exceed *your* maximum allocated capacity.

Your maximum allocated capacity is set out at item 6 of the *offer schedule*. *We* shall endeavour to provide *you* with the maximum allocated capacity which *you* have requested in *your application*. However this may not always be possible. If *we* have assessed that *we* are not able to provide the maximum allocated capacity requested in *your application* the capacity *we* are able to provide will be set out in item 6 of the *offer schedule*.

If *you* wish to increase *your* maximum allocated capacity, *we* may charge *you* for the cost of any necessary works to *our* distribution network, in accordance with *our* customer connection policy.

If an increase in *your* maximum allocated capacity would require works to be undertaken to *our* distribution network *your connection* will not fall within the scope of the *basic connection services* and is therefore excluded from this *Agreement*. For *connection services* requiring works to be undertaken to *our* distribution network, *you* may contact *us* (see contact details on page 4 of this *Agreement*) and request a negotiated connection. *We* will then advise *you* of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

16. Additional requirements for an *offer for basic load connection service*

16.1 Installation facilities and access

The *basic load connection services* will be provided by *us* subject to the following conditions:

- a) where *your application* is for an overhead *connection*, *you* must, at *your* expense, provide adequate space for mounting and installation facilities for the *premises connection assets* in accordance with the *safety and technical requirements* (in particular the Electricity Safety Act, Electrical Safety Regulations and the *Service Installation Rules*);
- b) *you* must engage a qualified *registered electrical contractor* for all electrical works at *your supply address*;
- c) where *basic load connection services* are requested and *our* truck arrives to find the site at the *supply address* is not ready for *connection work* to be carried out then a wasted truck visit charge will apply. Examples where the wasted truck visit charge will apply are:
 - i) the crew arrives to find the site at the *supply address* is not ready for the scheduled work within 15 minutes of arriving;
 - ii) 24-hour's notice is not provided for a cancellation of the *basic connection services*;
 - iii) the site at the *supply address* is locked with a non-industry lock; scaffolding is obstructing any meter position or there has been any non-adherence to the *safety and technical requirements* (in particular the *Service Installation Rules*);
 - iv) a meter required to be installed by *you* has not been installed at the *supply address*; or
 - v) other issues associated with safety arise from an assessment of the site.

16.2 New connection (permanent or temporary)

Where the *basic load connection services* are a new load connection, then our obligation to provide the *basic connection services* is subject to the following additional requirements:

- a) you or your retailer or another person acting on your behalf must provide us with the following correctly completed paperwork:
 - i) a completed *application*;
 - ii) a Prescribed Certificate of Electrical Safety (CES) (supplied by your registered electrical contractor); and
 - iii) Electrical Works Request form (EWR) (supplied by your registered electrical contractor);
- b) where the *application* is in the form of a *B2B service order*, and energisation is requested, we will energise the *connection* at the time of undertaking the *basic connection services*;
- c) the *connection* must be metered. If item 9 of the *offer schedule* indicates that we are providing a meter we will install a meter of the type set out at item 9 of the *offer schedule*. If item 9 of the *offer schedule* indicates that we are not providing a meter it is your responsibility to source and install an appropriate meter. The meter must be installed at the *supply address* before we are obliged to undertake the *basic connection services*;
- d) a temporary *connection* is provided where supply is requested for a known limited period of up to 12 months.

17. Appointment of retailer and energisation

If you have made an *application* directly to us (not through a retailer), or if we have indicated at item 9 of the *offer schedule* that we will not be supplying a meter, the energisation of the *connection* point and supply of electricity to the *supply address* will not commence until:

- a) you have selected and entered into a contract with a retailer of your choice for the *supply address*;
- b) we have received details about the contract with that retailer; and
- c) that retailer has requested energisation of your *supply address*.

You will need to pay an additional fee for energisation fee at the rate set by the AER. The additional fee is not included in the *load connection charges* or the *micro embedded generator charges* or the *alteration charges*. We will bill you for these amounts via your retailer.

18. Guaranteed Service Levels

When a *connection date* for the provision of *basic load connection services* (excluding *load alterations*) has been mutually agreed and we fail to provide the *basic load connection services* by that agreed *connection date*, we will pay you the required *GSL payment*.

Where we make an appointment for a specific time with you for provision of *basic load connection services*, if we are more than 15 minutes late for the appointment, we will pay you the *GSL payment*.

SECTION 3 – ALTERATIONS

19. *Load alterations*

A *load alteration* means an alteration of the type set out in the definition of *load alteration* in clause 13 of this Agreement.

Where *your application* includes a request for a *load alteration* you will be required to pay an *alteration charge*.

If *your application* involves an alteration to *your* maximum allocated capacity:

- a) *you* must ensure that the demand for electricity at *your supply address* does not exceed *your* maximum allocated capacity. *Your* maximum allocated capacity is set out at item 6 of the *offer schedule*. We shall endeavour to provide *you* with the maximum allocated capacity which *you* have requested in *your application*. However this may not always be possible. If we have assessed that we are not able to provide the maximum allocated capacity requested in *your application* the capacity we are able to provide will be set out in item 6 of the *offer schedule*.
- b) if *you* wish to increase *your* maximum allocated capacity, we may charge *you* for the cost of any necessary works to *our* distribution network, in accordance with *our* customer connection policy.
- c) if an increase in *your* maximum allocated capacity would require works to be undertaken to *our* distribution network *your connection* will not fall within the scope of the *basic connection services* and is therefore excluded from this Agreement. For *connection services* requiring works to be undertaken to *our* distribution network, *you* may contact *us* (see contact details on page 4 of this Agreement) and request a negotiated connection. We will then advise *you* of the process for, the possible costs and expenses of, and the terms and conditions applying to, a negotiated connection.

20. *Micro embedded generator alteration*

A *micro embedded generator alteration* means an alteration of the type set out in the definition of *micro embedded generator alteration* in clause 13 of this Agreement.

Where *your application* includes a request for a *micro embedded generator alteration* you will be required to pay an applicable *alteration charge*.

The provision by *us* of a *micro embedded generator alteration* is subject to the following additional requirements:

- a) the *micro embedded generator* must be connected via an inverter that is compliant with AS4777 – Grid Connection of Energy Systems via Inverters;
- b) the total capacity of the *micro embedded generator* after alteration must be less than 10 kVA per phase;
- c) *you* or *your retailer* or another person acting on *your* behalf must provide *us* with the following correctly completed:
 - i) *Micro Embedded Generator Connection application form*;
 - ii) Prescribed Certificate of Electrical Safety (CES) (supplied by *your registered electrical contractor*); and
 - iii) Electrical Works Request form (EWR) (supplied by *your registered electrical contractor*).

You may only change, alter or modify the *micro embedded generator*, without *our* approval, in the following instances:

- a) when performing a like for like replacement of the inverter (same model, capacity and made by the same manufacturer);
- b) when performing a like for like replacement of modules/panels (there must be no increase in the rating of the modules); or
- c) when replacing an isolator/switch with an equivalent isolator/switch.

Any other change or alteration to *your micro embedded generator* can only be undertaken with *our* prior approval.

21. Alterations not covered by this *Agreement*

Where *your application* for a *load alteration* or a *micro embedded generator alteration* does not meet the requirements set out in this Section 3, or the definition of *load alteration* or a *micro embedded generator alteration* set out in clause 13 of this *Agreement*, *your application* is not for *basic connection services* it is for a negotiated connection. If *you* are seeking a negotiated connection this *Agreement* will not apply and we will contact *you* and advise *you* of the process for, possible costs and expenses related to, and the applicable terms and conditions for, a negotiated connection.