



Chapter 5 Distribution Connection Embedded Generator Agreement

between

United Energy Distribution Pty Ltd
(ABN 70 064 651 029)
6 Nexus Court, Mulgrave, VIC, 3170
("UE")

-and-

Customer Name
(ABN 00 000 000 000)
(Generator Location or name)
("Generator")

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INTRODUCTION

This agreement is made between United Energy Distribution Pty Ltd ABN 70 064 651 029 (“UE”) and the person identified as the Generator in Schedule 2 (“Generator”).

The Generator is an **embedded generator** and wishes to connect its **generating plant**, which will consist of one or more **embedded generating units**, to UE’s **distribution system**. This agreement sets out the terms and conditions on which the **generating plant** will be connected to the **distribution system** and disconnected from the **distribution system**.

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Defined terms

The meaning of words which appear in **bold and italics** in this agreement are explained in **Schedule 1 – Definitions**.

1.2 Interpretation

The following rules of interpretation apply in this agreement unless otherwise stated.

- (a) **(Acts, etc)** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (b) **(Singular and plural)** References to the singular include the plural and vice-versa.
- (c) **(Forms)** Other grammatical forms of a word defined in this agreement have a corresponding meaning.
- (d) **(Including)** Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (e) **(Clauses and Schedules)** A reference to a ‘clause’ or ‘Schedule’ is to a clause of, or a schedule to, this agreement.

2. Term

2.1 Commencement date

This agreement takes effect on the date on which all parties have signed and dated this agreement.

2.2 End date

This agreement will end (subject to clause 16.7) on the date on which the **generating plant** is disconnected from the **distribution system** following the earlier of:

- (a) the expiry date; or
- (b) the date this agreement is terminated by either party in accordance with clause 16.

3. Compliance

3.1 Distribution Code

- (a) The **Distribution Code** sets out a number of rights and obligations of customers (including **embedded generators**) and distributors. Except as otherwise provided in this agreement:

- (i) the Generator must comply with the obligations imposed on **embedded generators** and, to the extent applicable, customers under the **Distribution Code**; and
 - (ii) UE must comply with the obligations imposed on distributors under the **Distribution Code** to the extent those obligations are relevant to the subject matter of this agreement.
- (b) If there is an inconsistency between the **Distribution Code** and this agreement, this agreement prevails.

3.2 Electricity Law

- (a) The Generator must comply with all applicable provisions of **Electricity Law** in relation to the **generating plant**.
- (b) **UE** must comply with all applicable provisions of **Electricity Law** in relation to the provision of **connection services**.

4. Connection Services and Use of System Services

4.1 Subject Matter of this Agreement

- (a) This agreement sets out the circumstances in which **UE** will provide **connection services** and then provide **use of system services** to enable the Generator to export electricity to the **distribution system**. This agreement also enables the Generator to take electricity from the **distribution system** where incidental to the operation of the **generating plant**.
- (b) This agreement does not deal with the supply of electricity from the **distribution system** for consumption at the **premises**. This is dealt with in a separate agreement between the owner or occupier of the **premises** and **UE**, being the **supply contract**.
- (c) Nothing in this agreement varies the provisions of the **supply contract**.
- (d) This agreement does not deal with any augmentation or extension of the **distribution system** which may be required to enable the **generating plant** to **connect** to the **distribution system** (that is **extension and augmentation works**). If such augmentation or extension is required the terms upon which it will be undertaken will be set out in the **extension works agreement**.

4.2 UE's connection services

Connection services include all works to be undertaken by **UE** to **connect** the **generating plant** to the **distribution system** in accordance with Schedule 6 (but excluding **extension and augmentation works**). Subject to the terms and conditions of this agreement, **UE** will:

- (a) following the Generator's **complete acceptance** of **UE's connection offer**, use best endeavours to **connect** the **generating plant** to the **distribution system** within the timeframe stated in Schedule 6; and
- (b) provide any other services that the parties may agree to be part of the **connection services**.

4.3 UE's use of system services

Use of system services means the service described in this clause 4.3. Subject to the terms and conditions of this agreement, **UE** will:

- (a) following the **connection** of the **generating plant** to the **distribution system** and its successful commissioning in accordance with clause 7, operate and maintain the **distribution system** so as to enable the transport of electricity from the **connection point** through the **distribution system** up to the **maximum import capacity** subject always to clause 4.6;
- (b) following the **connection** of the **generating plant** to the **distribution system** and its successful commissioning in accordance with clause 7, operate and maintain the **distribution system** so as to enable the delivery of electricity to the **connection point** up to the **maximum export capacity** subject always to clause 4.6; and
- (c) provide any other services that the parties may agree to be part of the use of system services.

4.4 Other Services

UE will provide to the Generator any other services (to **connection services** and **use of system services**) set out in Schedule 4.

4.5 Exclusions

This agreement does not cover:

- (a) the sale of electricity to, or purchase of electricity from, the Generator; or
- (b) the supply of any **excluded services** except as included in the **Use of system services** and **connection services** or to the extent Schedule 4 lists these as services to be provided by **UE** under this agreement.

4.6 Supply Reliability

- (a) The Generator acknowledges that **UE** cannot guarantee a continuous supply of electricity or that the **distribution system** can at all times accept electricity from the **generating plant**, and that **distribution system** availability may be interrupted as a result of the failure of plant and equipment, accident, operation or maintenance requirements on the **distribution system**, weather, or interference by third parties. **UE** will use reasonable endeavours to restore supply as soon as possible after any interruption.
- (b) Without limiting clause 4.6(a) **UE** may, without liability (including, without limitation, liability in damages or liability to pay any penalty or provide any rebate), interrupt the provision of **Use of system services** to the Generator where permitted by **Electricity Law** or where **UE** considers this is required:
 - (i) to undertake planned maintenance, repair or augmentation of the **distribution system**;
 - (ii) to undertake unplanned maintenance or repair required to the **distribution system**;
 - (iii) because the **generating plant** or any other electrical equipment operated by the Generator poses an immediate threat of injury or material damage to any person or property or the **distribution system**;
 - (iv) to shed energy because the total demand for electricity at the relevant time exceeds the total supply available from the **distribution system**;
 - (v) because of a requirement of **AEMO**, the system operator or any other **government agency**;
 - (vi) to **connect** another person to the **distribution system**;

- (vii) to restore supply to one or more users of the **distribution system**;
- (viii) because of an **emergency**.
- (c) **UE**'s rights to interrupt the provision of **Use of system services** is subject to the requirements of **Electricity Law** and in making any such interruption **UE** will comply with any applicable requirements of **Electricity Law**.

4.7 Right to Alter the Distribution System

Notwithstanding any other provision of this Clause 4, nothing in this agreement expressly or impliedly prohibits **UE** from altering the **distribution system** at any time, including without limitation, disconnecting any line or part of the **distribution system**.

5. Conditions for Connection

5.1 Obligations of the Generator

UE is not obliged to commence provision of the **connection services** unless the Generator has paid the **connection services charge** to **UE** and has demonstrated to **UE**'s satisfaction that:

- (a) the Generator is the holder of a generation licence issued by the **Regulator** under the **Act** in respect of the **generating plant**, or is exempt from the requirement to hold such a licence;
- (b) the Generator will comply with all requirements of the **AEMO** Generator Registration Guide in respect of the **generating plant**;
- (c) the Generator has entered into a contract for the sale of electricity imported to the **distribution system** at the **connection point**;
- (d) the financially responsible market participant for the **connection point** under the **National Electricity Rules** has complied with all applicable provisions of the **Electricity Law** in respect of metering for the **connection point**;
- (e) the **generating plant** has been constructed in compliance with **Electricity Law** and so that it will operate and function in a manner compliant with this agreement;
- (f) the **generating plant** complies with all applicable technical and safety requirements under clause 8 of this agreement and **Electricity Law**; and
- (g) at all times the Generator will ensure that the **generating plant**, when not generating, is disconnected from the **distribution system** as soon as practicable.

5.2 Generator's connection request, information and connection readiness date

- (a) The Generator may request **UE** to commence provision of the **connection services** by giving notice to **UE** that the requirements of clause 5.1 have been met together with a Prescribed Certificate of Electrical Safety in respect of the **generating plant**.
- (b) **UE** may request the Generator to provide any information that it reasonably requires to satisfy itself that the requirements of clause 5.1 have been met.
- (c) As soon as reasonably practical after **UE** is satisfied that the requirements of clause 5.1 have been met, it must give notice to the Generator accordingly.
- (d) The **connection readiness date** will be the date on which **UE** gives notice to the Generator under clause 5.2(c).

5.3 Undertaking the connection services

- (a) Where an **extension works agreement** has been or is being entered into to enable the **connection** of the **generating plant** to the **distribution system** then **UE** is not obliged to commence the **connection services** until the **extension and**

- augmentation works** under that **extension works agreement** have been completed.
- (b) **UE** will use its best endeavours to complete the provision of the **connection services** within the timeframe set out in Schedule 6.
- (c) The timeframe for undertaking the **connection services** may be extended by **UE** to reflect the delay caused to **UE** by one or more of the following matters (and **UE** has no liability for any such delay):
- (i) the Generator's failure to comply with this agreement;
 - (ii) events beyond **UE**'s reasonable control;
 - (iii) if emergencies or other events adversely impact the **distribution system** and **UE** determines it must divert resources to adequately deal with such emergencies or other events;
 - (iv) delays caused by third parties including **government agencies** or operators of other infrastructure (for example roads or telecommunications infrastructure);
 - (v) failure of the Generator to provide the information required by **UE** to undertake the **connection services** (either at all or within any timeframes specified in this agreement or if no timeframe is specified then in a prompt manner);
 - (vi) time taken by the Generator to perform tests or take remedial steps in respect of the **generating plant** (as required by this agreement);
 - (vii) if **UE** suspends the undertaking of the **connection services** in accordance with this agreement.

6. Designs and Equipment

- (a) The Generator must submit to **UE** a detailed report demonstrating compliance with the technical requirements of the **Distribution Code** and those of **UE** as set out in the document "Embedded Generator Network Access Standards – Document No UE ST 2008" (which is published on **UE**'s website) of the proposed **generating plant** prior to commencement of the **works** and may not commence the **works** until **UE** notifies the Generator **UE** is satisfied with the report.
- The report must include the following information:
- (i) generator plant specifications including load details;
 - (ii) proposed operating models;
 - (iii) single line diagram showing the general arrangement of the **generating plant** and associated plant and equipment;
 - (iv) proposed earthing arrangement;
 - (v) commissioning test plan;
 - (vi) schedule of all protection and control devices and their associated settings, including a detailed discussion of the determination of the proposed settings;
 - (vii) labelling schedule; and
 - (viii) maintenance schedule.
- (b) **UE** will review the report and if satisfied with the report will notify the Generator.
- (c) If **UE** is not satisfied that the report provides an adequate means to ensure the **generating plant** complies with the requirements of this agreement **UE** will notify the Generator of those aspects of the report which are of concern to **UE** and the

Generator must resubmit a revised version of the report to **UE**. This process will continue until **UE** notifies the Generator that **UE** is satisfied with the report.

- (d) **UE** may charge the Generator at the **Standard Rates** for any time **UE** spends reviewing second and subsequent versions of the report.
- (e) No notification by **UE** that **UE** is satisfied with the requirements of the report relieves the Generator of the obligation to comply with this agreement.
- (f) The **works** must comply with the report referred to above (being the version **UE** informs the Generator **UE** is satisfied with). If the Generator wishes to depart from the report it must obtain **UE's** consent to do so and must pay **UE** at the **Standard Rates** for the time **UE** spends considering whether to approve any such departure. The Generator must provide to **UE** such information as **UE** requests to determine whether to give its consent.

7. Works to be Performed According to the Commissioning Plan

7.1 Generator's responsibilities

The Generator is responsible, at its sole cost, for the construction and commissioning of the **works** (including all necessary permits, approvals and consents) in accordance with the document "Embedded Generator Network Access Standards – Document No UE ST 2008" (published on UE's website) and must commission the **generating plant** in accordance with the requirements of this clause 7. Commissioning of the **generating plant** may not commence until **UE** has been provided with a Prescribed Certificate of Electrical Safety in respect of the **generating plant**.

7.2 Testing and Commissioning

- (a) The Generator must test the **generating plant** on site in accordance with the requirements of the **UE** agreed commissioning test plan, Australian Standards Wiring Rules AS3000 and all other relevant Australian Standards as deemed necessary by **UE**. These tests must be performed by a competent testing organisation and the Generator must certify that the tests have been conducted in a manner consistent with this clause 7.2 and that the **generating plant** has passed the tests.
- (b) To develop the **UE** agreed commissioning test plan, the Generator must provide to **UE** for approval a testing and commissioning program setting out the procedures by which the **generating plant** will be commissioned and tested to confirm its compliance with **Electricity Law** and the requirements of this agreement. This program must be provided to **UE** at least two weeks prior to when the Generator wishes to commence testing and commissioning or at such earlier time as nominated by **UE**.
- (c) The testing and commissioning program must set out timeframes for conducting testing and commissioning, procedures for providing test certificates to **UE** and otherwise comply with any requirements notified by **UE**. **UE** may require the commissioning and testing program include inspections by **UE** and testing conducted in the presence of representatives of **UE**.
- (d) The Generator must make such changes to the commissioning and testing program as required by **UE**.
- (e) If **UE** refuses to approve the commissioning and testing program the Generator must revise the program and resubmit it to **UE** for approval. This process will continue until the commissioning and testing program is approved.

- (f) **UE** may charge the Generator at the **Standard Rates** for any time **UE** spends reviewing second and subsequent versions of the commissioning and testing program.
- (g) The Generator must forward to **UE** a copy of all approved commissioning test reports.
- (h) The **generating plant** may be **connected** to the **distribution system** for the purpose of undertaking commissioning (including commissioning tests) in accordance with this clause 7. The **generating plant** may not be **connected** to the **distribution system** for the purpose of receiving **Use of system services** until the **generating plant** has been commissioned, and commissioning tests completed, to **UE's** satisfaction and until **UE** has issued a "sanction connection form" consenting to such **connection**.

7.3 Review of Test Reports

- (a) The Generator must review the test reports and satisfy itself that the **generating plant** has successfully passed the tests and, if the Generator is so satisfied, provide certification to **UE** of this fact.
- (b) **UE** will assess the test reports to satisfy itself that the **generating plant** complies with the **Distribution Code** and the remaining requirements of this agreement. **UE's** receipt, acceptance, review and/or reliance on these reports will in no circumstances be deemed acceptance by **UE** of the **works** or that the **works** comply with the Generator's obligations under this agreement.
- (c) Should the above test results show that the **generating plant** is adversely affecting quality of supply to such an extent that it is a breach of the **Distribution Code** and/or it is affecting other customer equipment, then **UE** may disconnect the **generating plant** from the **distribution system** pending further investigation.
- (d) The **generating plant** may not be reconnected to the **distribution system** for the purposes of completing commissioning until **UE** is satisfied that if reconnected the **generating plant** will not have the effects referred to in clause 7.3(c).
- (e) If tests have to be undertaken on more than one occasion to establish that the **generating plant** complies with the **Distribution Code** and the remaining requirements of this agreement, then **UE** may charge the Generator at the **Standard Rates** for the time **UE** spends in review of test reports and attendance at tests.

7.4 As Built Drawings

The Generator must submit to **UE** the 'as built' documentations related to the **generating plant** protection and control scheme within 20 **business days** of commencement of the commissioning tests (irrespective of the results of those commissioning tests and whether or not the **generating plant** was successfully commissioned).

8. Technical and Safety Requirements

8.1 General

During **connection** to the **distribution system**, the Generator must ensure that the **generating plant** complies with the technical and safety requirements of:

- (a) **Electricity Law**,
- (b) good industry practice and applicable Australian Standards;

- (c) clauses 8.2 to 8.4;
- (d) Schedule 3; and
- (e) **UE** as notified in writing from time to time by **UE** to the Generator.

8.2 Connection

- (a) The **connection point** of the **generating plant** to the **distribution system** will be as described in Schedule 2 and must be at the **connection point voltage**.
- (b) The Generator must provide an incoming circuit breaker within the **generating plant** as near as practical to the **connection point**.

8.3 Protection and control

- (a) The Generator must utilise electrical protection and control systems to ensure the safety and integrity of the **distribution system** is not in any way compromised by the operation of the **generating plant**.
- (b) The Generator must employ electrical protection and control systems as a means of disconnecting the **generating plant** rapidly and automatically, in the event of:
 - (i) a fault on the **generating plant**;
 - (ii) a short circuit fault on the **distribution system**;
 - (iii) a **distribution system** abnormality resulting in voltage or frequency outside normal operating limits at the **connection point**; or
 - (iv) an interruption on the **distribution system**.
- (c) The Generator must incorporate redundant schemes into the protection system to ensure that:
 - (i) faults are detected and automatically isolated; and
 - (ii) the **generating plant** is disconnected from the **distribution system** in the event that a single element of the protection system has failed unless the failure meets an exception (if any) listed in Schedule 3.
- (d) The Generator must disconnect by opening a circuit breaker (or multiple circuit breakers) to provide a physical electrical break between the **generating plant** and the **distribution system** and:
 - (i) the circuit breaker can either be a generator circuit breaker or the main service protection circuit breaker; and
 - (ii) three phase generators must isolate all three phases regardless of fault type.
- (e) The Generator must not use automatic reclose for any fault types.
- (f) The Generator must ensure the **generating plant** protection and control systems coordinate with the **distribution system** protection and control systems to ensure adequate grading between the respective systems at all times unless an exception (if any) listed in Schedule 3 applies.
- (g) The Generator is responsible for the design, installation, setting and commissioning of all **generating plant** protection and control equipment. The Generator must identify all plausible fault scenarios and document, design, and implement, protection and control systems that will disconnect the **generating plant** from the **distribution system** for each of these fault scenarios.
- (h) The Generator must ensure that the **generating plant** protection and control systems comply with the document “Embedded Generator Network Access Standards – Document No UE ST 2008” (which is published on **UE**'s website).
- (i) The Generator must ensure the **generating plant** protection and control systems:
 - (i) detect various faults as prescribed in the document “Embedded Generator Network Access Standards – Document No UE ST 2008” and when these

- faults are detected, act to disconnect the **generating plant** from the **distribution system**; and
- (ii) will use standard protection schemes such as inverse time over-current, under and over frequency, under and over voltage and loss of mains (such as Vector Shift and/or Rate of Change of Frequency) unless alternative methods can be demonstrated to detect all plausible fault conditions and disconnect the **generating plant** from the **distribution system**.
 - (j) The Generator must ensure that the protection systems do not reconnect the **generating plant** to the **distribution system** until the distribution supply is fully restored.
 - (k) The Generator will be responsible for costs associated with any modification of the **distribution system** protection and control systems that may be required to accommodate the **generating plant**.
 - (l) The Generator must test the protection and control systems at 5 yearly intervals and otherwise at such intervals as advised by **UE**.

8.4 Maintenance, repair and other modifications

- (a) The Generator must have an inspection and maintenance policy that ensures the **generating plant** is maintained in good working condition, is safe to use, and will continue to satisfy **UE**'s connection standards as notified in writing to the Generator from time to time.
- (b) To enable the co-ordination of maintenance between **UE** and the Generator the Generator must advise **UE** of any planned maintenance being undertaken by the Generator on the **generating plant** from time to time during which period the **generating plant** will not need to export from and/or import electricity into the **distribution system**.
- (c) The Generator must keep records for all past inspections, testing and maintenance work and must upon request by **UE** provide copies to **UE** to demonstrate that the **generating plant** is appropriately maintained.
- (d) The Generator may replace equipment with:
 - (i) identical equipment without notifying **UE**; and
 - (ii) non identical but equivalent replacement parts if a direct replacement is not available, but if the replacement parts have different specifications then **UE** must be notified in writing and the Generator must receive written approval from **UE** to use the alternative parts.
- (e) The Generator must not change protection and control settings that could in any way impact the detection of faults or abnormal network conditions and the time taken for the Generator to disconnect from the **distribution system** without obtaining the approval of **UE** in writing.

8.5 Operations

- (a) The Generator must ensure that the operation of the **generating plant** does not compromise the safe operation of the **distribution system** under normal or abnormal conditions and does not interfere with the continuity or quality of the electricity supply provided by the **distribution system** in accordance with **Electricity Law**.
- (b) The Generator's operating personnel must be appropriately trained and authorised.
- (c) The Generator will maintain ownership from the **connection point** to the **generating plant** and will be responsible for all operation and maintenance of the

generating plant beyond the **connection point**. For the avoidance of doubt, the **connection point** is the property of UE.

8.6 Maximum Export Capacity and Maximum Import Capacity

- (a) The Generator must ensure the **generating plant** does not deliver electricity into the **distribution system** at a level in excess of the **maximum export capacity**.
- (b) The Generator must ensure the **generating plant** does not take electricity from the **distribution system** at a level in excess of the **maximum import capacity**.
- (c) The Generator must ensure that the aggregate of the electricity taken from the **distribution system** under this agreement and under the **supply contract** does not exceed the sum of the **maximum import capacity** and any limit in the **supply contract** upon the maximum amount of electricity which may be taken from the **distribution system**.
- (d) The Generator must notify **UE** if the Generator has reason to believe:
 - (i) the **generating plant** has exceeded the **maximum export capacity** or **maximum import capacity**;
 - (ii) the limits referred to in clause 8.6(c) have been exceeded; or
 - (iii) if there is a material risk of the **maximum export capacity**, the **maximum import capacity** or any of the limits referred to in clause 8.6(c) being exceeded.
- (e) If the Generator exceeds the **maximum export capacity** or **maximum import capacity** on more than one occasion (or if the limits in clause 8.6(c) are exceeded on more than one occasion) **UE** may require the Generator to install equipment to ensure that the **maximum export capacity** or **maximum import capacity** is not exceeded and that the limits in clause 8.6(c) are not exceeded. The Generator must comply with any such requirement within the time specified by **UE** and provide to **UE** such evidence as **UE** requires to confirm that equipment has been installed and is operational.

8.7 Testing

- (a) The Generator is solely responsible for undertaking such inspection and testing of the **generating plant** as required to ensure that the **generating plant** is at all times compliant with the requirements of this agreement (including the requirements of **Electricity Law**).
- (b) In addition to its obligation under clause 8.7(a), the Generator must carry out such inspection and testing of the **generating plant** (including its protection systems) as **UE** requires (whether because of a fault or incident which has arisen in respect of the **generating plant** or otherwise).
- (c) The Generator must give **UE** as much notice as is reasonably practicable of any inspection or testing under clause 8.7(a) or clause 8.7(b).
- (d) Any inspection or testing under clause 8.7(a) or clause 8.7(b) must be carried out in the presence of representatives of **UE** if required by **UE**.
- (e) Where inspection or testing under clause 8.7(a) is required because of a fault or irregularity in the **generating plant**, because of a direction given by a **government agency** or because of the Generator's failure to comply with this agreement, then the Generator must pay **UE's** charges at the **Standard Rates** for attending such inspection or testing.

8.8 Fault Reporting

- (a) The Generator must notify **UE** as soon as reasonably practicable if the Generator becomes aware of any fault or irregularity in the **generating plant**.
- (b) The Generator must:
 - (i) take such steps in relation to the **generating plant** as required to remedy the fault or irregularity and provide such evidence as **UE** requires to substantiate that such steps have been successfully taken; and
 - (ii) pay **UE's** charges at the **Standard Rates** for investigating the fault or irregularity, for taking any steps in respect of the **distribution system** due to the fault or irregularity and for any review **UE** undertakes of the steps the Generator takes to remedy the fault or irregularity.

9. Information and Communication

9.1 Compliance with privacy laws

Each party agrees that:

- (a) any obligation under this agreement to provide information is subject to any applicable laws (including **Electricity Law**) imposing obligations in respect of privacy, disclosure, use or confidentiality of information; and
- (b) it will hold any information which it receives under this agreement in accordance with any requirements of this agreement and any applicable laws (including **Electricity Law**) relating to privacy, disclosure, use or confidentiality of information.

9.2 Provision of information

To the extent permitted by law, and subject to any legislative, contractual or other obligations of confidentiality (including under **Electricity Law**), each party must use its reasonable endeavours to provide the other party at no cost and in a timely manner information or documentation which the other party reasonably requires to carry out its obligations under this agreement or under **Electricity Law**.

9.3 Use of information

Subject to clause 19, a recipient may only use or disclose the information disclosed to it under clause 9.2 for the purposes for which the information was provided by the party providing the information or to the extent that it is permitted to use or disclose the information under the law or any contract with the party disclosing the information or in accordance with any guidelines issued by the **Regulator**.

9.4 Changes in information

If either party becomes aware of any material change in any of the information provided under clause 9.2, that party must notify the other party as soon as reasonably practicable of that change.

9.5 Accuracy of information

Each party must take all reasonable steps to ensure that all information which it provides to the other party (whether that information is generated by the first mentioned party or a third person) under this agreement (including this clause 9) is accurate and complete.

9.6 Register of completed Embedded Generator Projects

The Generator acknowledges that **UE** has an obligation pursuant to the **National Electricity Rules**, to establish and publish on its public website, a register of completed

embedded generation projects which is to include the information set out in clause 5.4.5. The type of information UE is required to disclose is set out in Schedule 7. The Generator consents to the disclosure by **UE** of all such information other than confidential information (as defined in the **National Electricity Rules**) which the Generator specifically identifies to **UE** in writing, at or prior to the execution of this agreement, as confidential information the Generator does not wish to have published.

10. UE's Equipment and Asset

10.1 Generator's Obligations

The Generator must maintain accommodation for **UE** assets located within the **generating plant** including the earthing installation in accordance with the **Service & Installation Rules** and any other relevant requirements.

10.2 Equipment to remain

Title in equipment and assets installed by or on behalf of **UE** in connection with this agreement will remain with **UE** whether or not they are installed on the Generator's **premises**, fixed to the land or any buildings on the land, will become part of the **generating plant** or the Generator's land or premises. UE may enter the Generator's **premises** and remove any such equipment and assets after termination of this agreement or disconnection of the **generating plant**. The Generator's obligations in respect of **UE**'s equipment and assets will continue after this agreement ends.

11. Access

11.1 Generator must allow access

The Generator must ensure that **UE**'s authorised representatives have safe, convenient and unhindered access at all times to the Generator's **premises** for the purposes of:

- (a) installation, repair, inspection, testing, maintenance or removal of **UE**'s equipment;
- (b) meter reading;
- (c) inspection or testing of the **generating plant** to assess whether the Generator is complying with its obligations under this agreement; or
- (d) exercising any other right of **UE** under this agreement.

Except in an **emergency**, **UE** will use reasonable endeavours to access the Generator's **premises** at a time which is reasonably convenient to both parties.

The Generator acknowledges and agrees that in an **emergency**, **UE** personnel may enter (forcibly if necessary) the Generator's **premises** to carry out **emergency** work. **UE** will use reasonable endeavours to contact the Generator in advance or provide reasons for the **emergency** action as soon as possible after the event.

11.2 Safety

The Generator must provide **UE**'s authorised representatives with all necessary safety equipment and instructions and must comply with all applicable occupational health and safety laws to ensure safe access for the purposes of clause 11.1. **UE** must ensure that its authorised representatives comply with all reasonable health and safety instructions notified to them by the Generator.

12. Metering

- (a) The provision of revenue metering including current and voltage transformers is the responsibility of the Generator or its nominated **Metering Provider** and must conform to the following requirements:
- (i) the metering must be four quadrant interval meter type that measures both real energy in Watt hours (Wh) and reactive energy in Volt Ampere reactive hours (VARh) for both import and export energy flows, if it is possible for the Generator to export energy to the **distribution system** or the Generator is a **market generator**;
 - (ii) the metering must be either **net metering** or **gross metering**;
 - (iii) the metering must be installed and maintained according to the requirements of applicable **Electricity Law**; and
 - (iv) the energy level must be based on the **generating plant** output.
- (b) An **AEMO** registered **Metering Data Provider** must be engaged to provide metering and **Metering Data** collection and processing.
- (c) The **Responsible Person** must supply interval data from the **Metering Installation** to **UE**. If check metering is installed, **UE** will have the right to access the check **Metering Data**.
- (d) The metering must be error corrected by the Generator to the satisfaction of **UE** to ensure accurate recording of energy flows at levels expected to be exported or imported. This is of particular importance where the level of energy consumed by the generation site is significantly less than the design generation export. Pulse outputs which represent energy may be requested by the Generator. This will be at an additional fee.
- [Where the point of metering is significantly different to the connection point a provision will be included here dealing with adjustment for losses].**

13. Planned and unplanned outages

13.1 Right to disconnect the generating plant

UE may disconnect the **generating plant** from the **distribution system** (either manually or automatically), or instruct the Generator to do so, in any circumstance in which **UE** is entitled or obliged to **interrupt** the supply of electricity, or acceptance of electricity into the **distribution system**, under **Electricity Law**. The Generator must comply with any instruction given by **UE** under this clause 13.1.

13.2 Notices and information

UE will use reasonable endeavours to coordinate any disconnection under clause 13.1. **UE** must comply with the provisions of the **Distribution Code** applicable to unplanned or planned **interruptions** of supply (as the case may be).

13.3 Shutdown and reconnection

If the **generating plant** is disconnected under clause 13.1, the Generator will be responsible for the protection and safe operation, shutdown and reconnection of the **generating plant**. The Generator must comply with all reasonable directions of **UE** in relation to reconnection.

13.4 Reconnection Entitlement

- (a) Where the **generating plant** has been disconnected by **UE** then **UE** will reconnect the **generating plant** once the cause or issue requiring disconnection has passed or been addressed or remedied such that disconnection of the **generating plant** is no longer required or permitted (as applicable).
- (b) Where the Generator or the **generating plant** was the cause of the need or entitlement to disconnect the **generating plant** (including without limitation due to the Generator's breach of this agreement or breach of **Electricity Law**) then the Generator is solely responsible for remedying the circumstances requiring or permitting the disconnection.
- (c) Where the Generator or the **generating plant** was the cause of the need or entitlement to disconnect the **generating plant** (including without limitation due to the Generator's breach of this agreement or breach of **Electricity Law**) then **UE** may charge the Generator a reconnection fee as determined in accordance with the **Standard Rates**.

14. Charges

14.1 Charges payable by the Generator

The Generator must pay **UE**:

- (a) charges for the **connection services**;
- (b) the **Use of system services charge**;
- (c) amounts payable in relation to costs incurred by **UE** in providing generator access;
- (d) compensation to be provided by the Generator to **UE** when certain constraints occur such as a failure of the Generator to provide network support (if part of this agreement);
- (e) the charges applicable for the import of electricity from the **distribution system** to the **generating plant** as determined by the appropriate **Regulator** approved **network tariff** (the initial such tariff being that nominated in Schedule 4); and
- (f) any other fees or charges specified in this agreement .

14.2 Change in law

- (a) In addition to the charges referred to in clause 14.1, **UE** will be entitled to charge any additional costs reasonably incurred, or likely to be incurred, by **UE** from time to time in connection with this agreement in complying with any change in law or regulation, including any change to any **Electricity Law**, **Use of system services charge** or **Guaranteed Service Level**.
- (b) Any cost **UE** notifies the Generator as incurred or likely to be incurred by **UE** under clause 14.2(a) will be payable by the Generator within 14 days of receipt of an invoice from **UE**.

14.3 Approvals

Where after the **connection** of the **generating plant**, the Generator is required to seek approval from **UE** under this agreement to any matter, then **UE** may charge the Generator at the **Standard Rates** for the work undertaken by **UE** in determining whether or not to give that approval (for example time taken under clause 8.4(e) to review proposed revised protection and control settings).

14.4 GST

- (a) Unless expressly stated otherwise in this agreement, all amounts payable or consideration to be provided under this agreement are exclusive of GST.
- (b) If GST is payable on any supply made under this agreement, for which the consideration is not expressly stated to include GST, the recipient agrees to pay to the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. However:
 - (i) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
 - (ii) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
 - (iii) this clause 14.4(b) does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.
- (c) If a party is required under this agreement to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.
- (d) For the purposes of this clause 14.4:
 - (i) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 14.4;
 - (ii) “GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth); and
 - (iii) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

15. Invoicing and Payment

15.1 Invoicing

- (a) Unless Schedule 4 sets out a different payment schedule for the **connection service charge**, **UE** may issue an invoice for the **connection services charge** upon the execution of this agreement. Where Schedule 4 sets out a different payment schedule, then upon the execution of this agreement **UE** may issue an invoice for that part of the **connection service charge** which that schedule provides is payable upon execution.
- (b) Where any other amounts become due by the Generator to **UE** in connection with the **connection services** then **UE** may issue an invoice or invoices to the Generator to recover such amount.
- (c) Each month during the term of this agreement **UE** may issue an invoice to the Generator for charges which accrue due on a regular basis in each month.
- (d) Where any other charge accrues due or is payable by the Generator then **UE** may issue an invoice to the Generator for that charge or amount due (or include the charge or amount due in the regular monthly invoice issued by **UE**).

15.2 Payment

- (a) The Generator must pay an invoice issued by **UE** within 14 days of receipt of that invoice.
- (b) Where the Generator fails to pay an invoice by the due date for payment then the Generator must pay interest at the **Interest Rate** on the overdue amount from the date the amount was due to be paid until the date the amount and all accrued interest is paid.

16. Termination and disconnection

16.1 Non Default Termination - UE

- (a) Where because of changes to the configuration or operation of the **distribution system** (including without limitation the utilisation of the **distribution system**), **Electricity Law** or other relevant factors, **UE** considers it is necessary to vary the provisions in this agreement relating to safety and technical matters (including by the addition of new provisions) **UE** may notify the Generator which notice must set out the changes to this agreement required by **UE** and the reasons for those changes.
- (b) Upon the issue by **UE** of a notice under clause 16.1(a), the parties must negotiate for a period of up to 12 months to agree and document the changes to the agreement required by **UE** (or other changes which address **UE**'s concerns).
- (c) If the parties fail within such 12 month period to execute a variation agreement giving effect to the changes to this agreement, then **UE** may by notice to the Generator terminate this agreement.

16.2 Non Default Termination – Generator

- (a) Subject to clause 16.2(b), the Generator may terminate this agreement on not less than 12 months written notice to **UE**.
- (b) The Generator may not terminate this agreement under this clause 16.2 if there is an agreement in place between the Generator and **UE** providing for the Generator to use the **generating plant** to provide network support to **UE**.

16.3 Termination for default or insolvency of Generator

- (a) Where:
 - (i) the Generator defaults in due and punctual payment of any amount due under this agreement;
 - (ii) the Generator defaults in the performance of any of its other material obligations under this agreement;
 - (iii) at any time after the **connection date**, the Generator does not hold a generation licence under the **Act** and is not otherwise exempt from the requirement to hold a generation licence; or
 - (iv) there is an **insolvency event** in relation to the Generator,then the Generator is in default and **UE** may give written notice of the default to the Generator stating the cause of the default.
- (b) If the Generator does not remedy the default specified in the notice given under clause 16.3(a) within:

- (i) in the case of a default described in clause 16.3(a)(i) or 16.3(a)(iv), seven days; and
 - (ii) in the case of a default described in clause 16.3(a)(ii) or 16.3(a)(iii), 21 days,
- then **UE** may give notice of its intention to terminate this agreement under clause 16.4.

16.4 Notice of termination

- (a) Where **UE** is entitled to give a notice under this clause 16.4, it may give notice to the Generator stating:
 - (i) that **UE** intends to terminate this agreement; and
 - (ii) the cause for terminating this agreement.
- (b) If the Generator does not, within seven days of the service of a notice of termination under clause 16.4(a), remedy or remove the cause or causes stated in the notice of termination, **UE** may by further notice to the Generator terminate this agreement with effect from the date specified in that notice.

16.5 Termination for default or insolvency of UE

- (a) Where:
 - (i) UE defaults in due and punctual payment of any amount due under this agreement;
 - (ii) UE defaults in the performance of any of its other material obligations under this agreement;
 - (iii) at any time after the connection date, UE ceases to hold a distribution licence entitling it to operate the **distribution system**; or
 - (iv) there is an **insolvency event** in relation to **UE**,then **UE** is in default and the Generator may give written notice of the default to **UE** stating the cause of the default.
- (b) If **UE** does not remedy the default specified in the notice given under clause 16.5(a) within:
 - (i) in the case of a default described in clause 16.5(a)(i) or 16.5(a)(iv), seven days; and
 - (ii) in the case of a default described in clause 16.5(a)(ii) or 16.5(a)(iii), 21 days,then the Generator may give notice of its intention to terminate this agreement under clause 16.6.

16.6 Notice of termination

- (a) Where the Generator is entitled to give a notice under this clause 16.6, it may give notice to **UE** stating:
 - (i) that the Generator intends to terminate this agreement; and
 - (ii) the cause for terminating this agreement.
- (b) If **UE** does not, within seven days of the service of a notice of termination under clause 16.6(a), remedy or remove the cause or causes stated in the notice of termination, the Generator may by further notice to **UE** terminate this agreement with effect from the date specified in that notice.

16.7 Consequences of Termination

Upon termination or expiry of this agreement:

- (a) this agreement, subject to clause 23.4, is at an end as to its future operation except for the enforcement of any right or **claim** which arises on, or has arisen before, termination; and
- (b) without limiting any other rights of the parties under this agreement or at law, if a party has defaulted on the performance of an obligation under this agreement, the non-defaulting party may set off, apply or draw on (as the case may be) any security and any accrued interest for any amount then due and payable by the defaulting party to the non-defaulting party.

16.8 Right to disconnect

UE may disconnect the **connection point** in any circumstance in which **UE** is entitled or obliged to disconnect the supply of electricity to a supply address under **Electricity Law** and at any time on or after the termination of this agreement.

16.9 Exclusion of common law termination rights

A party may only terminate this agreement in accordance with an express provision of this agreement

17. Force Majeure

17.1 Suspension of Obligations

If a party is unable wholly or in part to perform on time as required any obligation under this agreement by reason of the occurrence of a **force majeure event**, that obligation will be suspended, without liability, so far as and for so long as the party's ability to perform is affected by the **force majeure event**.

17.2 Mitigation

A party affected by a **force majeure event** must use all reasonable endeavours to remove the effect of that **force majeure event** affecting its performance of this agreement, but nothing in this clause 17.2 requires it to settle any industrial dispute otherwise than as that party in its absolute discretion sees fit.

17.3 Notice

Subject to clause 17.2, if a party reasonably considers that a circumstance has arisen which constitutes or is likely to constitute or result in a **force majeure event**, it must as soon as reasonably practicable give to the other party notice containing full details of the **force majeure event** including its nature and likely duration, the obligations affected by it and the nature and extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

18. Liability and indemnities

18.1 Limitation of statutory liability

- (a) To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this agreement and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.
- (b) The *Competition and Consumer Act 2010* (Cth) and other laws may imply certain terms into agreements that cannot be legally excluded. Any liability of **UE** to the Generator under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:

- (i) in the case of goods, the supply of equivalent goods or paying to the Generator the cost of acquiring equivalent goods (at **UE**'s option); and
- (ii) in the case of services, supplying the services again or paying to the Generator the cost of acquiring equivalent services (at **UE**'s option).

18.2 Generator's indemnity

Subject to clause 18.3, the Generator will indemnify **UE** against:

- (a) any damage to or loss of property owned by **UE**, but in the possession of or under the control of the Generator;
- (b) any loss resulting from an exposure to **UE** under the **Service Target Performance Incentive Scheme**, under **Electricity Law**, the **Guaranteed Service Level** obligations, and any payments made to affected third parties as a result of damage or loss caused by voltage variations; and
- (c) any liability which **UE** may incur to any third person as a consequence of any loss, damage, personal injury or death occasioned to or suffered by that person, to the extent that the damage, loss, personal injury or death is:
 - (i) wilfully or fraudulently caused by the Generator;
 - (ii) caused by the negligent or reckless act or omission of the Generator; or
 - (iii) as a result of or in relation to any breach or non-observance by the Generator of this agreement or **Electricity Law**.

18.3 Limitations of liability

- (a) A party is not liable for any failure to comply with this agreement or **Electricity Law**, as the case may be, if and to the extent that:
 - (i) it is relieved from performance of, or liability in respect of, any of its obligations by the operation of any provision of **Electricity Law** (and, for the avoidance of doubt, nothing in this agreement varies the operation of any such provision);
 - (ii) it has received and acted in accordance with a direction, consent, waiver, variation or no-action letter in respect of any provision of **Electricity Law** from the **Regulator** or any other regulatory authority with powers to issue or grant the direction, consent, waiver, variation or no-action letter;
 - (iii) the failure to comply arises as a result of the other party's negligence, breach of statutory duty or breach of this agreement or **Electricity Law**; or
 - (iv) (subject to compliance with clause 17), the failure to comply arises as a result of a **force majeure event** affecting that party.
- (b) **UE** is not liable to any person for any loss or damage arising from the failure or inability of the **distribution system** to deliver or take all or part of the **maximum export capacity** or the **maximum import capacity** unless and to the extent that the failure or inability is a direct result of **UE**'s negligence or bad faith.
- (c) The maximum aggregate liability of **UE** to the Generator in respect of all **claims**, whether arising in contract, tort (including negligence) or otherwise, is limited to the total **Use of system services charges** received by **UE** in the relevant year the **claim** is first made against **UE**.
- (d) Except for liability that may not be lawfully excluded, **UE** is not liable to the Generator, and the Generator is not liable to **UE**, in respect of any **consequential loss** however caused, including through breach of contract, in tort (including negligence), or pursuant to statute.

- (e) Each party must use all reasonable endeavours to mitigate any loss arising under this agreement for which the other party may be liable.

18.4 Insurance

- (a) The Generator must:
 - (i) take out and maintain, with a reputable, responsible and solvent insurer, for the term of this agreement (including any extension):
 - (A) property damage insurance cover for an amount of not less than \$10,000,000 per occurrence;
 - (B) public liability insurance cover for an amount of not less than \$20,000,000 per occurrence; and
 - (C) all other reasonable insurances in respect of risks that may result in a claim for liability under this agreement ,
 - (ii) ensure that **UE** is noted as an insured under the public liability insurance policy only;
 - (iii) provide a certificate of currency for each insurance policy on an annual basis to **UE**;
 - (iv) duly and punctually pay all premiums, commissions, stamp duties, charges and other expenses necessary for effecting and maintaining in force each such insurance policy and not do or omit to do anything which may prejudice, breach or result in cancellation of any such insurance policy, or cause a material change to the terms of any such insurance policy;
 - (v) procure that **UE** is provided with as much notice as possible if any such insurance is cancelled or not renewed; and
 - (vi) replace any such insurance that is cancelled or not renewed, with a further policy of insurance that satisfies the requirements of any insurance policy effected for the purposes of this clause 18.4.
- (b) If the Generator fails to effect or maintain a policy of insurance for the purposes of clause 18.4(a), **UE** may effect or maintain any such policy in place of the Generator for the term of this agreement and resolve any disputes, **claims** or actions by a third party arising under or in respect of this agreement. Any amounts paid by **UE** in respect of such insurance (inclusive of GST) are recoverable by **UE** from the Generator as a charge under this agreement.

19. Confidentiality

19.1 General obligation

Subject to clauses 9 and 19.3 and any confidentiality requirement under **Electricity Law**, this agreement and all information exchanged between the parties under this agreement or during the negotiations preceding the commencement of this agreement is confidential to the party who provided it and may not be disclosed to any person except:

- (a) by a party, to:
 - (i) its **Related Bodies Corporate** requiring the information for the purposes of this agreement (or any transactions contemplated by it) or for the purposes of corporate governance or strategic management of the corporate group of which the party forms part;
 - (ii) its employees and contractors, and the employees and contractors of any of its **Related Bodies Corporate**, requiring the information for the purposes of this agreement (or any transactions contemplated by it); and

- (iii) its legal and other professional advisers, requiring the information for the purposes of this agreement (or any transactions contemplated by it) or for the purpose of advising that party in relation to this agreement;
- (b) with the consent of the party who provided the information;
- (c) if the information is at the time lawfully in the possession of the recipient of the information through sources other than the other party;
- (d) to the extent required:
 - (i) under **Electricity Law** or by a lawful requirement of the **Regulator**;
 - (ii) by a lawful requirement of any stock exchange having jurisdiction over a party; or
 - (iii) by law or any order of a court of competent jurisdiction;
- (e) if required in connection with legal proceedings or other dispute resolution relating to this agreement or for the purpose of advising a party in relation to such proceeding or resolution;
- (f) if the information is at the time generally and publicly available other than as a result of breach of confidence by the party wishing to disclose the information or a person to whom it has disclosed the information;
- (g) if disclosure is necessary to ensure the stability of the **distribution system** or to protect the safety of personnel or equipment;
- (h) pursuant to, and in accordance with, clause 9; or
- (i) to confirm the existence of a use of system agreement between the parties.

For the purposes of this agreement, information is not generally and publicly available merely because it is known to the **Regulator**, **AEMO**, another network service provider, a generator or another retailer.

19.2 Representatives to keep information confidential

Subject to clause 19.3, each party must procure that its employees and contractors, and the employees and contractors of any of its **Related Bodies Corporate**, its legal and other professional advisers do not disclose (otherwise than to the party) any information concerning the other party obtained under this agreement except in the circumstances specified in clause 19.1, or use the information other than for the purpose for which it was disclosed in accordance with this agreement.

19.3 Conditions on disclosure

- (a) In the case of a disclosure under clause 19.1(e), the party proposing to make the disclosure must inform the proposed recipient of the confidentiality of the information and the party proposing to disclose must take all reasonable precautions to ensure that the proposed recipient keeps the information confidential.
- (b) If a party is permitted to disclose any confidential information in accordance with this clause 19, the party proposing to disclose must use reasonable endeavours to limit the disclosure to those matters which reasonably need to be disclosed in order to accomplish the relevant particular purpose.

19.4 Survival

The parties' obligations under this clause 19 continue after this agreement ends.

20. Generator Ownership and Sale of Output

- (a) The Generator warrants to **UE** that except where **UE** has given a consent under clause 20(b) the Generator is sole owner of the **generating plant**.
- (b) The Generator must not permit any other person to acquire a proprietary interest in the **generating plant** without **UE**'s prior written consent, which consent will not be unreasonably delayed or withheld. Without limiting the conditions **UE** may impose as a condition of giving that consent, those conditions may include that a person acquiring an interest in the **generating plant** executes such documents (in a form satisfactory to **UE**) as required to make them party to this agreement.
- (c) Where the Generator enters into any arrangement under which it permits a person to sell or otherwise deal with the electrical output of the **generating plant** (including into the National Electricity Market), then the Generator must ensure that person enters into a deed with **UE** before that arrangement takes effect. The terms of that deed must be satisfactory to **UE** and provide that, to the extent permitted by law, that person agrees that **UE** has no liability to them if for any reason, including **UE**'s wrongful act or omission, they are unable to sell or otherwise deal with all or part of the electrical output (or what would, but for the act or omission, have been the available electrical output) of the **generating plant** (including because of any constraint on the ability of the **generating plant** to deliver electricity into the **distribution system**, any damage to the **generating plant** or any other matter). The Generator must pay **UE**'s charges at the **Standard Rates** for preparing and negotiating such a deed.
- (d) Where a person referred to in clause 20(c) is not party to a deed of the type referred to in that clause, then the Generator must indemnify and keep **UE** indemnified and held harmless against all costs, expenses, damages, losses or liabilities **UE** incurs or suffers because of claims by that person against **UE** (including due to **UE**'s wrongful act or omission) related to or in connection with them being unable to sell or otherwise deal with all or part of the electrical output (or what would, but for the act or omission, have been the available electrical output) of the **generating plant** (including because of any constraint on the ability of the **generating plant** to deliver electricity into the **distribution system**, any damage to the **generating plant** or any other matter).

21. Purpose of UE's Reviews

- (a) Any review **UE** undertakes of the **generating plant** or procedures relating to the **generating plant** or of any other document prepared by the Generator under this agreement is undertaken for the purposes of managing the risk of any adverse impact of the **generating plant** and procedures on the **distribution system**.
- (b) Such review, and any comments provided by **UE**, is not undertaken for the purpose of assessing whether the **generating plant** and procedures are appropriate for the Generator's purposes and electricity requirements within the Generator's **premises**. The Generator agrees to make its own assessment of these matters and seek advice from a qualified professional. Any information **UE** seeks, and comments **UE** makes, about the **generating plant** and procedures are for **UE**'s internal purposes and for the purpose of ensuring the integrity of the **distribution system** and not for the purpose of providing advice to the Generator.

22. Change in Control

- (a) In this clause 22, a “Change in Control” occurs in respect of a person where a change occurs in the persons which directly or indirectly:
 - (i) control the composition of the board of that person; or
 - (ii) are directly or indirectly in a position to cast, or control the casting of, more than one-half of the maximum number of votes that may be cast at a general meeting of that person; or
 - (iii) hold more than one-half of the issued share capital of that person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).
- (b) The Generator must ensure that no Change in Control of the Generator occurs without **UE**'s prior written consent, which **UE** will not unreasonably withhold or delay.
- (c) Clause 22(b) does not apply if:
 - (i) the Generator is listed on the Australia Securities Exchange or another recognised securities exchange; or
 - (ii) the event which causes the Change in Control of the Generator is a Change in Control of a **Related Body Corporate** of the Generator which **Related Body Corporate** is listed on the Australian Securities Exchange or another recognised securities exchange.

23. Other terms

23.1 Notices

- (a) Except as provided in clause 9, notices from the Generator to **UE** under this agreement must be in writing and may only be sent by prepaid priority post or faxed to:

Attention: Network Account Manager
United Energy Distribution Pty Ltd
PO Box 449
Mt Waverley 3149
Fax: (03) 8846 9999

or to any other address or fax that **UE** notifies to the Generator for this purpose.
- (b) Except as provided in clause 9, notices from **UE** to the Generator under this agreement must be in writing and may only be delivered by hand, or sent by prepaid priority post or fax, to the address or fax number specified in Schedule 2, or to any other address or fax number that the Generator notifies to **UE** for this purpose.
- (c) If a notice is sent by prepaid priority post, it is taken to be received two **business days** after it was posted.
- (d) If the notice is sent by fax, it is taken to be received when the sender's fax produces a successful transmission report. If the notice would be taken to be received on a day that is not a **business day** in the place to which the notice is sent or after 4.00 p.m. (local time) on a **business day** it will be taken to be received on the next **business day** in that place.

- (e) The parties may agree procedures for sending operational and other forms of notices by email. If so agreed then notices may be sent by email in accordance with those procedures.

23.2 Waiver

- (a) A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

23.3 Severability

If any term of this agreement is unenforceable, illegal or void then it is severed, but only to the extent necessary and the rest of this agreement remains in force.

23.4 Preservation of Accrued Rights

The expiration or termination of this agreement:

- (a) is without prejudice to any accrued rights and obligations under this agreement as at the date of such expiration or termination; and
- (b) does not affect the provisions expressed or implied to operate or have effect after such expiration or termination, including the continuing rights and obligations of the parties under clauses 9, 10, 16, 18 and 19.

23.5 Assignment

- (a) **UE** may novate or transfer its rights and obligations under this agreement to any person to whom ownership of the **distribution system**, or that part of the **distribution system** servicing the Generator, has been transferred.
- (b) Subject to clause 23.5(a), neither **UE** nor the Generator may novate, transfer or assign the whole or any part of its right, title and interest or obligations under this agreement without the prior written consent of the other party, which consent must not be unreasonably withheld or delayed.
- (c) Where a party is entitled to undertake a novation or transfer under clause 23.5(a) or receives consent to undertake a novation, transfer or assignment under clause 23.5(b) then the novation, transfer or assignment must be effected by a deed of novation, transfer or assignment in the form nominated by **UE** acting reasonably.

23.6 Entire agreement

This agreement is the entire agreement between the parties on the subject matter of this agreement.

23.7 Law and jurisdiction

The law of Victoria governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with this agreement.

23.8 Costs

Each party will pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement.

23.9 Amendments

This agreement may only be varied by a document signed by or on behalf of each of the parties.

23.10 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in a form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this agreement.

24. Dispute Resolution

- (a) This clause 24 governs the process for any dispute in connection with this agreement.
- (b) If a dispute arises in connection with this agreement, either party may give written notice of the dispute or difference to the other party. The notice must state that it is a notice under this clause and must identify the dispute concerned.
- (c) If the parties fail to resolve a dispute or difference within 10 **business days** of a notice of dispute being given under clause 24(b), the dispute must be referred for resolution to the respective chief executive officers (or the chief executive officer's nominee). If the matter is not resolved within 5 **business days** of such referral, either party may commence court proceedings in relation to the dispute.
- (d) Nothing in this clause prejudices the right of a party to seek urgent injunctive or declaratory relief in a court in respect of any matter arising in respect of this agreement.

Executed as an agreement

Signed for and on behalf of **United Energy
Distribution Pty Ltd** by:

in the presence of:

Signature of Authorised Person

Witness Signature

Print Name and Position

Print Name

Date

Signed for and on behalf of **[insert full name
of Customer]** by:

in the presence of:

Signature of Authorised Person

Witness Signature

Print Name and Position

Print Name

Date

Schedule 1

Definitions

Words appearing in **bold and italics** have these meanings in this agreement:

Act means the Electricity Industry Act 2000 (Vic).

AEMO means the Australian Energy Market Operator.

business day means any day other than a Saturday, Sunday or public holiday in Melbourne.

claim means any claim, action, dispute, proceeding, loss, liability, demand, cost or expense whether arising in contract, tort (including negligence), equity or otherwise.

commencement date means the date determined in accordance with clause 2.1.

complete acceptance means a valid acceptance of the **connection offer** in accordance with the terms of the **connection offer**.

connect has the meaning given in the **Distribution Code**.

connection date means the date on which **UE** connects the Generator's **generating plant** to the **distribution system** in accordance with clause 4.2.

connection offer means the terms and conditions as set out in the letter from **UE** to the Generator together with any documents referred to in such letter, as amended and agreed between **UE** and the Generator.

connection point means the point where electricity being delivered to, or imported from, the **generating plant** enters or exits the **distribution system**, as described in Schedule 2.

connection point voltage means the voltage level at the **connection point** as described in Schedule 2.

connection readiness date means the date determined in accordance with clause 5.2(d).

connection services means the services provided by **UE** described in clause 4.2.

connection services charge means the amount specified as such in Schedule 4.

consequential loss means loss of profits, business or anticipated savings, loss of data, loss of opportunity and loss of contract.

Distribution Code means the Electricity Distribution Code issued by the **Regulator**.

distribution system means **UE**'s distribution network of electric lines and associated equipment.

electrical installation means any electrical equipment at a **supply address** that is connected to, but not part of, the **distribution system**.

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the **Regulator**.

Electricity Law means:

- (a) the **Act**;
- (b) the **Distribution Code**;
- (c) the **Electricity Customer Metering Code**;
- (d) in respect of **UE**, the distribution licence issued to **UE** by the **Regulator**;
- (e) in respect of the Generator, the generation licence issued to the Generator by the **Regulator** or, as the case may be, the terms and conditions of any exemption granted to the Generator from the requirement to hold such a licence;
- (f) the **National Electricity Law**;
- (g) the **Electricity Safety Act 1998 (Vic)**;
- (h) the **Essential Services Commission Act 2001 (Vic)**;

- (i) **UE's** Electricity Distribution Price Determination in any applicable regulatory period;
- (j) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (k) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard which can be enforced by law or by the Regulator, **AEMO** or any other regulatory authority against electricity distributors or generators.

embedded generating unit has the meaning given in the **Distribution Code**.

embedded generator has the meaning given in the **Distribution Code**.

emergency has the meaning given in the **Distribution Code**.

excluded services means services that **UE** may provide in relation to the Generator's electricity supply or connection or the **distribution system** and that are not subject to **network tariffs**.

expiry date has the meaning given in Schedule 2, as may be varied by written agreement between the parties.

extension and augmentation works means any upgrade, augmentation, extension or enhancement to the **distribution system**.

extension works agreement means an agreement between **UE** and the Generator setting out the terms upon which **extension and augmentation works** will be undertaken so as to allow the **connection** of the **generating plant** to the **distribution system**.

force majeure event means an event outside the reasonable control of **UE** or the Generator (as the case may be).

generating plant has the meaning given in Schedule 2.

government agency means any government, government department or any statutory, public, municipal, local or other authority charged with the responsibility for administering any law and includes, without limitation, **AEMO** and the **Regulator**.

gross metering means an energy metering configuration that measures the energy flow between **UE's distribution system** and the **generating plant's** load and between **UE's distribution system** and the **generating plant** independently. It measures and reports energy imported from the **UE distribution system** and exported from the **UE distribution system** separately.

Guaranteed Service Level is defined as **UE's** regulatory obligation to provide compensation for Guaranteed Service Levels relating to low reliability as referred to in the relevant regulatory period's Electricity Distribution Price Determination.

insolvency event means the happening of one or more of the following events in relation to a party:

- (a) a resolution that it be wound up is passed;
- (b) an order is made that it be wound up or that a controller be appointed to it or a liquidator, provisional liquidator, controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
- (c) an administrator is appointed to it (other than by the Regulator pursuant to the Generator's licence) or a resolution that an administrator be appointed to it is passed;
- (d) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors, or an assignment for the benefit of any of, or any class of, its creditors (in each case, other than to carry out a reconstruction or amalgamation while solvent);
- (e) any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;
- (f) it is insolvent within the meaning of the Corporations Act 2001 (Cth), as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law;
- (g) it stops or suspends:
 - (i) the payment of all or a class of its debts; or
 - (ii) the conduct of all or a substantial part of its business; or

- (iii) if the Generator is constituted in another jurisdiction, any event having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of that other jurisdiction.

Interest Rate means, for a day, the “Reference Rate” as most recently published by the Australia and New Zealand Banking Group Limited on its website (or if that rate ceases to be published or cannot be identified or determined then such other rate as is reasonably nominated by **UE**).

interruption has the meaning given in the **Distribution Code**.

market generator has the meaning given in the **National Electricity Rules**.

maximum export capacity has the meaning given in Schedule 2, as may be varied by written agreement between the parties.

maximum import capacity has the meaning given in Schedule 2, as may be varied by written agreement between the parties.

Metering Data means, in relation to a customer or **embedded generator**, data obtained from a **Metering Installation**.

Metering Installation has the meaning given in the **National Electricity Rules**.

Metering Provider has the meaning given in the **National Electricity Rules**.

Metering Data Provider has the meaning given in the **National Electricity Rules**.

National Electricity Rules means the code of practice for the conduct of National Electricity Market participants. The **National Electricity Rules** are developed and maintained by the Australian Energy Market Commission (AEMC) and are enforced by the Australian Energy Regulator (AER).

National Electricity Law means the National Electricity (Victoria) Act 2005 (including the **National Electricity Rules**).

net metering means an energy metering configuration that measures the energy flow between UE’s **distribution system** and the Generator’s installation. Energy produced by the **generating plant** and consumed by the **generating plant’s** load is combined (and it is not possible to measure **generating plant** output independently). It measures energy imported from UE’s **distribution system** and exported from UE’s **distribution system** but reports the net value of both.

network tariffs means the charges applied by **UE** for the use of its **distribution system** by customers as regulated and approved by the **Regulator**.

premises means the premises on which the **generating plant** is located, as specified in Schedule 2.

Regulator means the Australian Energy Regulator, the Essential Services Commission or any entity assuming the functions of the Australian Energy Regulator in respect of electricity distribution.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001*.

Responsible Person has the meaning given in the **National Electricity Rules**.

Service & Installation Rules means the Victorian Electricity Distributors Service & Installation Rules 2014, as revised, replaced or amended from time to time.

Service Target Performance Incentive Scheme means the scheme of same name developed and published by the AER in accordance with clause 6.6.2 of the National Electricity Rules.

Standard Rates means, for work or a service provided by **UE**, the standard rate **UE** charges for that type of work or service as determined by **UE** from time to time (and which determination will be made by **UE** in accordance with any **Electricity Law** relevant to the determination).

Supply address means an address from which a network user imports electricity from or exports electricity to the **distribution system**.

supply contract means the contract under which electricity is supplied for consumption at the **premises** (which may be a deemed contract under the **Act** or a contract negotiated between **UE** and the owner or occupier of the **premises**).

Tariff Order means a tariff order made under **Electricity Law** from time to time.

UE means United Energy Distribution Pty Ltd ABN 70 064 651 029 (the distributor).

Use of system services is defined in clause 4.3.

Use of system services charge means any charges applicable to the export of electricity from the **generating plant** to the **distribution system** as determined by any appropriate tariff approved by the **Regulator** at any time.

works means the works described in Schedule 3 (as may be varied by written agreement of the parties) to be carried out by the Generator to enable the **connection services** to be provided.

Schedule 2

Generator and generating plant information

Use the following for Inverter Based Generation

1. Generator	Customer: ABN: Address: Telephone: E-mail: Attention:
2. Generating plant	Description/Type: Grid-Connected Photovoltaic Generator Generator Manufacturer (Inverter and Panel): Inverter Model: Total Inverter Rating (kW): Solar Panel Model: Maximum rating of each panel (W): Number of Panels:
3. 'Sub-transient' maximum fault contribution	(Inverter maximum fault current output during the first 1 - 2 cycles in kA)
4. 'Steady state' maximum fault contribution	(kA)
5. Number of generating plant	
6. Maximum export capacity	(kW)
7. Site disturbing load and capacity	(e.g. capacitor banks, PFC, DOL motors)
8. Expiry date	Five (5) years from date of execution of this agreement
9. Connection point with the network	
10. Connection point voltage	
12. Maximum import capacity	
13. Generator Premises	
14. National Meter Identifier	NMI =
15. UE Premises Connection Assets	
16. Distribution coupling points	

Use the following for Non-Inverter Based Generation

1. Generator	Customer: ABN: Address: Telephone: E-mail: Attention:																																																
2. Generating plant	Description. Generator Manufacturer: Model: Machine rating: (MW)																																																
3. Number of generating plants																																																	
4. Maximum export capacity	(MW)																																																
5. Generating plant impedances	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">G1</th> <th style="width: 10%; text-align: center;">G2</th> <th style="width: 10%; text-align: center;">G3</th> </tr> </thead> <tbody> <tr> <td>Rating (MVA)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1 pu (Ohms) =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Impedances:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Xd direct axis synchronous react. =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>X'd direct axis transient react. =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>X''d direct axis subtransient react. =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Xq quad. axis synchronous react. =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>X''q direct axis subtransient react. =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>X2 negative sequence =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>X0 zero sequence =</td> <td></td> <td></td> <td></td> </tr> <tr> <td>All pu values on a base of machine rating and voltage of _____ V.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		G1	G2	G3	Rating (MVA)				1 pu (Ohms) =				Impedances:				Xd direct axis synchronous react. =				X'd direct axis transient react. =				X''d direct axis subtransient react. =				Xq quad. axis synchronous react. =				X''q direct axis subtransient react. =				X2 negative sequence =				X0 zero sequence =				All pu values on a base of machine rating and voltage of _____ V.			
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15. Distribution coupling points																																																	

Schedule 3

Works and Specific technical standards

[Draft Outline only – this schedule is developed on a case by case basis given the specifics of a project]

The generator **electrical installation** must satisfy the following technical standards in addition to those already previously covered in this agreement:

Generator Works

Protection and control

- To be listed.....
- The document titled:

Generator operation

- The Generator may / is prohibited to export active power back into **UE's distribution system** not exceeding (kW) during normal daily irradiance period.
- The Generator shall implement robust operating protocols and critical system monitoring to mitigate any gaps associated with full remote operation.
- The Generator is explicitly prohibited:
 - to operate with any form of energy storage system in parallel (synchronised) with **UE's distribution system** and the **generating plant** unless expressly permitted by this agreement.
 - from all island operation of the **generating plant** unless expressly permitted by this agreement.
- The **generating plant** shall operate to maintain unity power factor at the **connection point**.
- The Generator shall ensure that any interaction between internal systems such as the **generating plant** and other disturbing load is strictly controlled and that the **connection point** power quality and stability is compliant with **Electricity Law** and this agreement.
- The Generator shall undertake periodic maintenance testing not exceeding a 5 year cycle of the **generating plant's** critical systems inclusive of the protection and control schemes, in accordance with **Electricity Law**, manufacturer recommendations, Australian Standards, industry best practice, the Generator's internal maintenance regime and conditions of this agreement.
- The Generator shall adhere and comply with all operational directives if and when advised by **UE** and or its authorised agent.

Energy metering

- Bi-directional metering is / is not required as the Generator may / is not sanctioned for export.
- Metering shall be fully commissioned and in service prior to the **generating plant** operation.

Fault level management

- The Generator contributes to fault levels at the **connection point** and shall take the ultimate responsibility for managing the fault levels within the **electrical installation** including the impact the fault level contribution from the **generating plant** has on the assets co-located on the same site that are owned by other network users.
- **UE** must be responsible for managing all fault levels on the **distribution system** other than the **connection point**.
- **UE** must provide the fault level contribution from the **distribution system** at the **connection point** when requested to assist with managing the fault levels within the **electrical installation**.
- The Generator shall provide the fault level contribution from the **generating plant** at the **connection point** when requested to assist with managing fault levels within the **distribution system**.

Compliance with the network modelling and protection scheme assessment report

- The Generator must operate and comply with the assessment of the protection and control systems contained within the report undertaken by **UE** titled “ To be named ” - Network modelling and protection scheme assessment”. The report is dated “00/00/0000’

Power Quality

- The Generator must meet the **UE** automatic connection standards which encompass the **Distribution Code** and the **National Electricity Rules**.
- If any breach of these standards is suspected, **UE** may install monitoring equipment (and charge the Generator at the **Standard Rates** for the work involved in installing and operating such monitoring equipment). If this monitoring equipment reveals a breach, the Generator will be required to rectify this breach and pay **UE** at the **Standard Rates** for the work undertaken by **UE** to investigate and supervise resolution of the problem.

Other requirements

- [The **generating plant** is non-compliant with the current AS4777 inverter standard (above 30kVA capacity limitation). The **generating plant** is a negotiated provision based on the proponent submitted supporting documents. **UE** may by notice to the Generator vary the standards with which the **generating plant** must comply to reflect changes in **Electricity Law** and accepted industry practice. **This paragraph included where plant is “non-standard”]**
- Any subsequent **generating plant** system capacity increase, equipment or design alteration and or energy storage consideration by the Generator beyond those specified by this agreement may only be made with the approval of **UE** .
- The Generator is fully responsible for notifying **UE** of any amendments associated with the **generating plant** and or key contact details without exceptions. Should the Generator fail to comply with this obligation, **UE** may, subject to **Electricity Law**, disconnect the **generating plant** until such time as **UE** has assessed the impact of the amendments on the safety and

integrity of the **distribution system**. If **UE** identifies any threat to the safety or integrity of the **distribution system** the **generating plant** will not be reconnected until the threat has been addressed to UE's satisfaction. The Generator must pay **UE's** charges (at the **Standard Rates**) of assessing whether the changes to the **generating plant** affect the safety and integrity of the **distribution system** and of assessing whether any threat identified by **UE** has been satisfactorily addressed.

- The Generator must provide to **UE** a maintenance plan of the critical **generating plant** systems prior to start of normal operation with the **UE distribution system**.
- The Generator shall keep maintenance records on the critical **generating plant** control and protection scheme with audit traceability period of 7 years.

Schedule 4

Charges and Additional Services

1. Connection Service Charge:

The total Connection Service Charge payable is \$ [],

In addition the following additional charges may be payable:

[]

2. Use of System Charges Network Tariff applicable to generating plant electricity consumption:

The charges payable by the Generator from time to time for **Use of system services** and other services (but excluding services listed in item 3 below) will be determined by **UE** in accordance with the distribution determination made by the Australian Energy Regulator under Chapter 6 of the **National Electricity Rules** and otherwise in accordance with **Electricity Law**

Tariff at time of connection: To be listed

3. Other Services

UE will provide the following additional services under this agreement for the charges specified below

Service:	Charge
[Black Fibre Rental]	[]
[Metering]	[]
[Truck Appointments]	[]

In addition the Generator will pay, at the **Standard Rates**, for activities, works or services provided or undertaken under this agreement where clauses of this agreement provide the **Standard Rates** are payable for those activities, works or services.

Schedule 5

Generator Financial Entitlements

1. Compensation payments to be made by UE to the Generator

Condition to be satisfied for payment to be made: To be listed

Compensation payment: \$ To be listed (payment includes GST)

2. Avoided DUOS

- (a) **UE** will pass through to the Generator a share of an amount of Avoided DUOS (being avoided distribution systems costs) as that concept is used in Electricity Guideline No 15 – Connection of Embedded Generators Section 4.
- (b) To calculate the amount of Avoided DUOS **UE** must:
1. determine the **distribution system** costs that would have been incurred by **UE** for the relevant financial year if the **generating plant** had not injected any energy at its **connection point** during that financial year;
 2. determine the amount by which the **distribution system** costs calculated in paragraph 1 exceed the **distribution system** costs actually incurred by **UE** during that financial year; and
 3. deduct from the amount calculated in paragraph 2 incremental operating and maintenance costs incurred by **UE** during that financial year that are associated with **UE's** connection assets for the **generating plant**.
- (c) The **distribution system** costs must be an annualised value (not the total expenditure in a particular period) and must be calculated based upon the principles contained within Electricity Industry Guideline No.15.
- (d) The Generator's share of the Avoided DUOS is to be negotiated on a yearly basis, at the same time each year as agreed by both parties. This amount must be fair and reasonable.
- (e) **UE** must provide to the Generator reasonable information regarding the calculated amount of its Avoided DUOS, in order for the Generator to determine whether the calculation is reasonable.

3 Avoided DUOS payments to be made by UE to the Generator for Network Support

Avoided DUOS payments must be paid by **UE** to the Generator if the Generator provides network support.

Network support provided by the Generator: To be listed.

The first annual payment: \$ To be listed (payment includes GST) and must be paid by: To be listed

4 Avoided customer TUOS charges to be made by UE to the Generator

In this paragraph 4 "Avoided customer TUOS charges" has the meaning given to the term "avoided charges for the locational component of prescribed TUOS services" in Chapter 5 of the National Electricity Rules.

Where under **Electricity Law** Avoided customer TUOS charges are payable to the Generator then **UE** will pay them to the Generator in accordance with such procedures determined by **UE** provided those procedures are consistent with **Electricity Law**. To the extent consistent with **Electricity**

Law UE may deduct from the payments otherwise due to the Generator a management fee to reflect **UE's** costs of determining and paying Avoided customer TUOS charges.

Except to the extent inconsistent with **Electricity Law**, **UE** will pay Avoided customer TUOS charges at the end of each financial year (as calculated by reference to the avoided charges for that expired financial year).

To maximise the Generator entitlement to Avoided customer TUOS charges, the **generating plant** should operate at maximum output at times of peak summer electricity demand. The Generator is responsible for determining the days and times when the **generating plant** needs to operate to receive Avoided customer TUOS charges.

Schedule 6

UE's Scope of Works – Connection Services

1. **Workscope**

The following works must be undertaken by **UE**.

- List to be provided but may include –
- Upgrade or installation of a distribution substation or other works.
- Undertake assessment of the generator connection and prepare a report.
- Review opportunities for the generator to provide network support and to receive avoided Distribution Use of System (DUoS) and Transmission Use of System (TUoS) payments.
- Provide advice to the Generator's contractor on protection and control design to satisfy **UE** access standards.
- Install an operator warning label within the distribution substation and update the **UE** generator register and GIS.
- Witness generator commissioning tests if required.
- Review commissioning test report.
- Prepare the generator connection agreement.

Timeframes

Subject to this agreement, the expected timeframe for completion of those aspects of the **connection services** which require work by **UE** at the Generator's **premises** (as specified in Schedule 2) is [].

Schedule 7

Information Required to be disclosed in UE's Embedded Generator Projects Register

- (1) Technology of generating unit (e.g. synchronous generating unit, induction generator, photovoltaic array, etc) and its make and model;
- (2) maximum power generation capacity of all embedded generating units comprised in the relevant generating system;
- (3) contribution to fault levels;
- (4) the size and rating of the relevant transformer;
- (5) a single line diagram of the connection arrangement;
- (6) protection systems and communication systems;
- (7) voltage control and reactive power capability; and
- (8) details specific to the location of a facility connected to the network that are relevant to any of the details in subparagraphs (1)-(7).

Schedule 8

National Electricity Rules Access Standards
