

1 July 2016



Model Standing Offer

Basic Connection Service for Retail Customers (For Micro Embedded Generation)

Part 1 – Letter of Offer

Customer Name:

Customer Address:

Offer Date:

Application Reference Number: <To be provided>

Connection Applicant:

Dear <Connection Applicant Name>,

We are pleased to provide this Offer to carry out **United Energy micro-embedded generator Basic Connection Services** as requested in your **connection application**.

Please read this Offer (including the attached Parts 2, 3 and 4) carefully.

How to Accept this Offer

You may accept this Offer by signing and returning this Letter of Offer (in the section below headed “Acceptance Form”) to the United Energy mailing address specified below within 45 **business days** from the Offer Date.

This Offer will lapse if not accepted within 45 **business days** from the Offer Date and you will need to make a new **connection application** if you wish to proceed. If you need to extend the time for acceptance or if any of the details in this Offer are incorrect, please contact United Energy.

Authority to Contract – Who can accept this Offer?

This Offer can be accepted by either the Customer specified above, or another person authorised by the Customer to do so (e.g. an electrical contractor or the customer’s electricity **retailer**).

Formation of Contract

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

That connection contract comprises four parts being

- Part 1. This Letter of Offer
- Part 2. Connection Specific Details
- Part 3. General Terms and Conditions
- Part 4. Description of Services and Charges

Regards

UNITED ENERGY DISTRIBUTION PTY LTD:

UEConnections@ue.com.au

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Acceptance Form

By signing and returning this offer, the **connection applicant** named in this document accepts the offer set out in this document.

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

This acceptance form should be returned to United Energy at: UEConnections@ue.com.au

Or via mail to:

PO Box 449

Mt Waverley Vic 3149

Application Reference Number <To be provided>

Acceptance by Individuals

Signature		Date	
Print Name			
Witness Signature		Witness Name:.....	

Acceptance by Companies

Option 1: Company name	
Director signature	Director / Secretary signature
Print Name	Print Name
Date:	

Option 2: Company name	
Authorised Representative	Witness
Print Name	Print Name
Date:	

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

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Part 2 – Connection Specific Details

1.	Customer Contact and Address Details	[Customer Name] [street/postal] [email] [Contact Person] [Phone no] [Mobile Phone no] [If not completed then the contact and address details are as specified in the connection application]
2.	Premises [the location of the work and connection]	[If not completed then the Premises are as specified in the connection application]
3.	Premises Connection Assets	The United Energy owned service line which will connect the United Energy electricity distribution network to the connection point
4.	Micro-embedded Generator (<10kVA/1 phase or <30kVA/3phase total) (inverter model and type)	[If not completed then as specified in the connection application]
5.	Name Generator Owner	[If not completed then as specified in the connection application]
6.	Maximum Allowed Generation Capacity	[]
7.	Metering Scheme	
8.	United Energy micro-embedded generator Basic Connection Service	[If not completed then the relevant service set out in Part 4 which we determine is relevant and appropriate given what has been requested in the connection application and any legal or technical considerations which limit the nature of the connection that can be provided to the premises]
9.	Customer's Activities (including installation requirements)	See Paragraphs (g) to (o) of Schedule 1 of Part 3
10.	Metering Equipment	Unless your consumption is above 160 MWh per annum, United Energy will undertake the installation of an embedded generator meter (unless a suitable embedded generator meter already exists at the premises). If the consumption at the premises is (or is projected to be) above 160 MWh per annum the Customer must ensure an embedded generator meter is installed.
11.	Connection Charges [if applicable]	[If not completed then charges (if any) determined in accordance with those parts of Part 4 which we determine are relevant given the United Energy micro-embedded generator basic connection service being provided]

12.	Program for United Energy Connection Services	<p>We will commence provision of the United Energy micro-embedded generator basic connection service once you have complied with the conditions in Schedule 1 of Part 3.</p> <p>We will use our best endeavours to complete the provision of the service by such date agreed with you or if no date has been agreed then within the time required by applicable law.</p>
13.	Technical and Safety Obligations	As set out in Part 3 in particular clauses 5.4 and 5.5 and Schedule 2 of Part 3.
13.	Contestable Works	<p>If the premises has an existing Type 4 metering installation then any change or upgrade to that metering installation is contestable.</p> <p>If your consumption of electricity at the premises is (or is projected to be) above 160 MWh per annum then you may elect to have metering equipment installed by a person other than United Energy.</p> <p>Except as provided above none of the works involved in providing the United Energy micro-embedded generator Basic Connection Services are contestable.</p>

Part 3 – General Terms and Conditions

1. The contract between you and us

- (a) This clause 1 describes what makes up the contract between you and us.
- (b) Where we provided to you and you accepted a letter of offer then your contract consists of that letter of offer (Part 1 of the contract) and Parts 2 to 4 attached to that letter of offer (being Parts 2 to 4 of this document).
- (c) Where you entered into a **connection contract** with us through the expedited process then your contract consists of your **connection application** (except to the extent inconsistent with Part 2 of this document) and Parts 2 to 4 of this document.
- (d) You are taken to have entered into a **connection contract** with us through the expedited process where:
 - (i) you requested an **expedited connection** in your **connection application** and indicated a **connection offer** in terms of our **model standing offer** is acceptable to you; or
 - (ii) your **retailer** made the **connection application** on your behalf using the forms we designate as applicable to customers seeking an **expedited connection**.
- (e) This contract relates to the **connection** of a **micro-embedded generator** to our electricity distribution network. Such a **connection** is only able to occur if your **premises are connected** to our electricity distribution network. If your **premises** are not so **connected** then you must, in addition to this **contract**, enter into a contract with us for the **connection** of your **premises** to our electricity distribution network (see paragraph 11(e) of Part 1 of Schedule 3).

2. Definitions

- (a) References in this **contract** to “us”, “we”, “our”, “UE” or “United Energy” are references to United Energy Distribution Pty Limited ABN 70 064 651 029.
- (b) References in this **contract** to “you” or “your” are to the **retail customer** referred to in the **connection application**.
- (c) Any words appearing **like this** in Parts 2 to 4 of this document:
 - (i) which are given meanings in clause 2(d) below, have those same meanings; or
 - (ii) which are not given meanings in clause 2(d) below, have the same meanings as they have in the National Electricity Rules. You can find those rules at www.aemc.gov.au/Electricity/National-Electricity-Rules/Current-Rules.html.
- (d) In Parts 2 to 4 of this document:

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

Consequential Loss is defined in clause 6.3.

contract means the contract described in clause 1.

embedded generator meter means a metering installation which is a bi-directional interval meter that measures both import and export energy flows. Energy flowing from the distribution network into a customer’s installation is stored in an import register and energy flowing from the customer’s installation into the distribution network is stored in an export register.

energy laws means those statutes, regulations and legally binding instruments under them which regulate the supply of electricity in Victoria and activities associated therewith, including the Electricity Industry Act 2000, the National Electricity Law, the National Electricity Rules and codes and guidelines published by the Essential Services Commission of Victoria.

expedited connection means the concept referred to in clause 5A.F.3 of Chapter 5A of the National Electricity Rules.

force majeure event means any event or circumstance whatsoever that is outside our control, and includes any act or omission of our subcontractors.

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

Ongoing Connection & Supply Contract means a deemed distribution contract entered into between you and us under section 40A(5) of the Electricity Industry Act 2000, any varied version of that contract you and we have agreed to under section 40A(8) of the Electricity Industry Act 2000 or any substitute contract to that contract you and we have entered into.

micro-embedded generator means an embedded generating unit of the kind contemplated by Australian Standard 4777 (Grid connection of energy systems via inverters) and installed in accordance with Australian Standard 5033.

premises means the premises referred to in Part 2 "Connection Specific Details".

registered electrical contractor means a person, partnership or company registered with Energy Safe Victoria as a "Registered Electrical Contractor" under the Electricity Safety Act 1998.

United Energy micro-embedded generator basic connection service means a basic micro EG connection service of a type described in Part 4, being the category of basic connection service specified in Part 2 "Connection Specific Details".

terms and conditions means the terms and conditions set out in this Part 3.

3. Term of the contract

3.1 When does the **contract** start?

- (a) Where you entered into a **connection contract** with us through the expedited process, the **contract** starts from when we received your properly completed **connection application**.
- (b) If we provided you with a letter of offer, the **contract** starts when we receive your acceptance of that letter of offer (and provided the acceptance is received within 45 **business days** of the "Offer Date" or by such later time as we agree in writing).

3.2 Reasons this contract may be terminated without completion of a United Energy micro-embedded generator basic connection service

- (a) If we become aware that a **United Energy micro-embedded generator basic connection service** is not the appropriate **connection service** for you, then we will advise you of that within 10 **business days** after receiving your completed **connection application**, end the **contract** and advise you of the basis upon which you may negotiate with us a **negotiated connection contract**. If we give such a notice then the **contract** will terminate.
- (b) Despite a connection otherwise falling within the ambit of a United Energy micro-embedded generator basic connection service we may refuse to provide the United Energy micro-embedded generator basic connection service to a site if we consider there are characteristics of that site which mean the provision of a connection will involve high levels of complexity or risks. If we identify the premises or the nature of the work required at the premises as being of high complexity or risk we may end the contract and advise you of the basis upon which you may negotiate with us a negotiated connection contract.
- (c) If on the basis of inaccurate information provided by you to us, whether directly or indirectly (for example, information which you provide to your **retailer** which is then provided to us), we erroneously form the view that your proposed **connection** is a **connection** to which a **United Energy basic micro-embedded generator connection service** applies then we may, upon becoming aware this is not correct, elect, by notice to you, to end the **contract**. In such case:

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- (i) we will refund to you any amount you have paid to us, less such part of that amount as is required to recover our reasonable costs and expenses incurred to the date of cancellation or which arise because of the cancellation (including costs and expenses which accrue due after the date of cancellation but which arise from steps taken by us before the date of cancellation); and
 - (ii) if you request we will negotiate with you in accordance with the National Electricity Rules a **negotiated connection contract** setting out the terms upon which we will establish or alter a **connection** to the **premises**.
- (d) We have the right to terminate the **contract** without completing (including starting) the **United Energy micro-embedded generator basic connection service** if you fail to meet any of your obligations under the **contract**.

4. What we will do under the contract

4.1 Provide a United Energy micro-embedded generator basic connection service

- (a) Under the **contract**, we agree to provide you with the **United Energy micro-embedded generator basic connection service** determined by us under clause 4(b), unless:
 - (i) we exercise a right we have under a clause in these **terms and conditions** to not provide that service; or
 - (ii) we are required by any applicable law, or exercise a right we have under any applicable law, to not provide that service.
- (b) The particular **United Energy micro-embedded generator basic connection service** that we will provide is the **United Energy micro-embedded generator basic connection service** that we, in our absolute discretion (but acting reasonably), consider to be the most appropriate in the circumstances.

4.2 The nature of the connection we will provide

- (a) Part 4 sets out for each United Energy micro-embedded generator basic connection service, a description of:
 - (i) the **connection** (being the physical link between our electricity distribution network and the **premises**); and
 - (ii) any **premises connection assets** (being components of our electricity distribution network used to provide the service and of which we retain ownership).
- (b) The maximum export capacity of the connection for a United Energy micro-embedded generator basic connection service is 10 kVA per phase. A United Energy micro-embedded generator basic connection service will only be provided to a micro-embedded generator of not greater than 10 kVA per phase, nor 30 kVA in total and where after the provision of the service the total capacity of micro-embedded generators at the premises does not exceed 10 kVA per phase, nor 30 kVA in total.

4.3 When we will start and finish the United Energy micro-embedded generator basic connection service

- (a) We will use our best endeavours to:
 - (i) start providing the relevant United Energy micro-embedded generator basic connection service to you; and
 - (ii) complete that service,

within the timeframes we agree with you or, in the absence of such an agreement, within the timeframes (if any) set down by the **energy laws**, provided you have met all of your obligations under the **contract**.

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- (b) If no such timeframes are agreed with you or set down by the **energy laws**, then we will use our best endeavours to:
- (i) start providing the relevant United Energy micro-embedded generator basic connection service; and
 - (ii) complete that service,

as soon as reasonably practicable after the date the **contract** starts, but after first taking into account our prior commitments to other customers, and provided you have met all of your obligations under the **contract**.

- (c) Despite clauses 4.3(a) and 4.3(b), we will have the right to delay the commencement, or completion, of a **United Energy micro-embedded generator basic connection service**:
- (i) if we have entered into a contract with you under which we have agreed to **connect** your **premises** to our electricity distribution network but we have not yet carried out that work, until such time as we are able to carry out that work; or
 - (ii) due to a **force majeure event**, for as long as that event continues.
- (d) Again, despite clauses 4.3(a) and 4.3(b), if, at any time after the **contract** starts, we become aware of any material information or circumstance which, had we known of it before the **contract** was created, would have resulted in us not entering into the **contract** with you, then we will be entitled to take such reasonable actions as we consider to be appropriate in the circumstances.

For example, if we discover that information provided in your **connection application** is incorrect in a material respect, or if we carry out a physical inspection at your **premises** and discover unexpected things that will negatively impact upon the work we need to do, then we might postpone work that we have agreed to do under the **contract** until you have provided us with the correct information, or until such action that we may reasonably require has been taken by you (or, if we so choose, by us) to satisfactorily deal with those unexpected things.

- (e) Without limitation, the following matters may delay us undertaking the work involved in providing the **United Energy micro-embedded generator basic connection service**:
- (i) if you fail to comply with the **contract**;
 - (ii) events beyond our reasonable control (for example severe weather events);
 - (iii) if emergencies or other events adversely impact our electricity distribution network and, as a prudent operator, we need to divert resources to address these events;
 - (iv) if there are delays in obtaining from relevant government agencies, local authorities or operators of other infrastructure (for example roads or telecommunications infrastructure) the approvals and consents required by us to perform the work necessary to establish or alter the **connection**;
 - (v) if we suspend work in circumstances permitted by the **contract**.
- (f) Unless otherwise agreed by us and you, we will undertake our work between the hours of 8.00am and 4.45pm on **business days**. Except to the extent we have agreed to undertake after hours work, we are not obliged to undertake work outside the hours of 8.00am and 4.45pm on **business days** to overcome or mitigate the extent of any delay which has occurred.

4.4 Other things we will do

In addition to the actions described above in this clause 4, each of you and us agree to:

- (a) meet our other obligations set out in the **contract**; and

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- (b) comply with the **energy laws**.

4.5 Installation Energisation

We will not energise the **embedded generator meter** at the **premises** until you have entered into a contract with a **retailer** for the sale of electricity to you at the **premises** and purchase of electricity generated by the **micro-embedded generator** and exported into our electricity distribution network and you have provided to us such evidence to substantiate this has been done as we may reasonably require.

4.6 Acknowledgements

You acknowledge the following:

- (a) the installation of the **micro-embedded generator** may result in a change in the network tariffs applicable to the **premises** and may also result in a change in the amount charged to you by your **retailer**;
- (b) if your metering installation, in being changed to an **embedded generator meter**, cannot be reconfigured remotely, then there will be a short interruption to the electricity supply to the **premises** while this change is made; and
- (c) an **embedded generator meter** may not control the operating hours of dedicated off peak appliances such as electric off peak hot water or off peak heating systems. If this is the case, it is recommended customers with dedicated off peak appliances install their own timeclock to control the operating hours of those appliances (such work must be undertaken by a **registered electrical contractor**).

5. What you must do before we will provide a United Energy micro-embedded generator basic connection service

5.1 Provide us with all information we need

- (a) You must give us:
 - (i) all information about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any aspect of any **United Energy micro-embedded generator basic connection service** or the **premises**, as early as possible before we commence a **United Energy micro-embedded generator basic connection service**; and
 - (ii) all other information that we may reasonably require at any time for the purposes of the **contract**.
- (b) You must also notify us immediately if:
 - (i) any information that you have previously provided to us is no longer accurate in any respect; or
 - (ii) you become aware of any matter or thing that might affect in any way:
 - A. the nature, cost or timing of any aspect of the **United Energy micro-embedded generator basic connection service** that we are to provide under the **contract**; or
 - B. anything else we are required to do under the **contract**.
- (c) All information you give us must be correct, and you must not mislead or deceive us in relation to any information provided to us.

5.2 Carry out preliminary work and satisfy pre-conditions

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- (a) We will not be required to start a **United Energy micro-embedded generator basic connection service** for you unless you have first had your **micro-embedded generator** installed by a **registered electrical contractor** lawfully permitted to do such work and:
 - (i) properly carried out the preliminary work (if any) at or near the **premises** that we require to be carried out before we will perform the relevant **United Energy micro-embedded generator basic connection service**; and
 - (ii) satisfied each other pre-condition required to be satisfied before we will perform a **United Energy micro-embedded generator basic connection service**.
 - (b) The preliminary work that must be carried out by you, or on your behalf, and the pre-conditions that you must satisfy, are described in Schedule 1 to this Part 3.

5.3 Ensure we are given safe and unhindered access to the **premises** and surrounding land, protect our equipment, etc

- (a) You must allow us, and our authorised representatives and subcontractors, to have access to the **premises**, the surrounding land and all improvements on the land at all times we require so that we can:
 - (i) carry out an inspection (if we choose to do one), including in relation to your electrical installations to determine load classifications and to ensure they are safe to connect, or reconnect, your **micro-embedded generator**;
 - (ii) install, repair, replace or remove electricity meters, control apparatus and other electrical installations associated with your **micro-embedded generator**;
 - (iii) disconnect the **micro-embedded generator** for safety or due to your non-compliance with the **contract**; and
 - (iv) otherwise provide a United Energy micro-embedded generator basic connection service.

The access you provide must be safe, convenient and unhindered, and includes you taking all appropriate action to prevent menacing or attack by animals whenever we, our authorised representatives or subcontractors, attend at, or near, the **premises**. If necessary you must provide safety equipment and appropriate safety instructions to our representatives to ensure our safe access to the **premises**. If you do not provide such access, as required by this paragraph, we will not be required to provide a **United Energy micro-embedded generator basic connection service**.

- (b) If we require it, you must accommodate at your **premises** and protect from harm, any items or equipment (including any network device) that we or our subcontractors install in order to provide you with a **United Energy micro-embedded generator basic connection service**.

5.4 Compliance with safety and technical requirements

- (a) You, and the **registered electrical contractor** engaged by you, must comply with:
 - (i) the requirements set out in the Electricity Industry Act 2000, Electricity Safety Act 1998 and associated regulations made under each Act;
 - (ii) those parts of the Electricity Distribution Code and the Victorian Electricity Distributors Service & Installation Rules, that apply in relation to a **United Energy micro-embedded generator basic connection service**;
 - (iii) the requirements of Australian Standard 3000 – Wiring Rules, Australian Standard 3008 – Electrical Installations: Selection of Cables, Australian Standard 4777 – Grid Connection of Energy Systems via inverters and Australian Standard 5033 – Installation of Photovoltaic Arrays;

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- (iv) the standards listed on the Clean Energy Council (CEC webpage) – Solar Accreditation Section – “Compliance and Standards”; and
 - (v) any reasonable requirement we make in relation to the installation of additional equipment on, or in connection with, your **micro-embedded generator** that we specify as necessary to ensure the safe and reliable operation of our electricity distribution network.
- (b) We will not be required to provide a **United Energy micro-embedded generator basic connection service** unless you comply fully with the requirements of clause 5.4(a).
- (c) The Victorian Electricity Distributors Service & Installation Rules are located at the website <http://www.victoriansir.org.au/> and may be amended from time to time.
- (d) You must, except to the extent we expressly agree otherwise in writing, install a **micro-embedded generator** which corresponds exactly with the description of the **micro-embedded generator** set out in your **connection application** to us and any other documents you have provided to us.

5.5 Your ongoing responsibilities while your **micro-embedded generator** remains **connected**

For as long as the **micro-embedded generator** remains connected to our electricity distribution network at the **premises** you must:

- (a) ensure that the **micro-embedded generator** complies with the requirements of Australian Standard 4777 - Grid connection of energy systems via inverters, Australian Standard 5033 - Installation of Photovoltaic Arrays and Australian Standard 3010 - Electrical Installations - Generating Sets, and that the **micro-embedded generator** and all related equipment essential to the function of that electricity generating unit as a single entity, is connected in accordance with Australian Standard 3000 (Wiring Rules);
- (b) ensure the **micro-embedded generator** complies with the requirements of all applicable laws, including the Electricity Safety Act 1998, the Victorian Electricity Distributors Service & Installation Rules and the Electricity Distribution Code;
- (c) ensure that there is installed and operational at all times, equipment that will automatically disconnect the **micro-embedded generator** if, at any time, electricity is generated in excess of the default settings set out in Part 2 of Schedule 3.
- (d) ensure the **micro-embedded generator** is inspected periodically and maintained in accordance with manufacturer’s instructions and specifications by an appropriately qualified person, with a view to ensuring that it remains safe and functional and complies with the standards set out in this clause 5.5;
- (e) if there are no applicable manufacturer’s instructions and specifications for the purposes of clause 5.5(d), ensure the **micro-embedded generator** is inspected and maintained by an appropriately qualified person:
 - (i) within at least 5 years after the date of its installation; and
 - (ii) within at least 5 years after each previous inspection;
- (f) if the result of an inspection is that there is a lack of functionality of the safety features of the **micro-embedded generator**:
 - (i) immediately disconnect, or arrange for the disconnection of, the **micro-embedded generator** from our electricity distribution network; and
 - (ii) not reconnect, or arrange for the reconnection of, the **micro-embedded generator** to our electricity distribution network until the lack of functionality and defects have been rectified;
- (g) provide us, upon request, with the results of any inspections carried out under this clause 5.5;

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- (h) comply with all reasonable directions we give you regarding the maintenance and inspection of the **micro-embedded generator**;
 - (i) ensure that any electrical work performed on or in relation to the **micro-embedded generator** is undertaken by a **registered electrical contractor** lawfully permitted to do such work, and make a copy of any relevant certificates of electricity safety (prescribed or non-prescribed) available to us if we require them;
 - (j) seek our approval in writing prior to altering the **micro-embedded generator** so that we can assess the ability of our electricity distribution network, and your **connection** to our electricity distribution network, to meet any additional requirements arising from that alteration;
 - (k) seek our approval prior to removing the **micro-embedded generator** (as such removal may require a **connection alteration**);
 - (l) ensure that any component of the **micro-embedded generator** that is replaced at any time is compliant with the requirements of this **contract**;
 - (m) ensure that the **micro-embedded generator** complies with the additional technical and operating requirements set out in Schedule 2 of this Part 3;
 - (n) comply with any reasonable requirement we make in relation to the installation of additional equipment on or in connection with the **micro-embedded generator** that we may specify as being necessary to ensure the safe and reliable operation of our electricity distribution network;
 - (o) ensure you understand how to operate the **micro-embedded generator** safely and such that it does not cause damage to our electricity distribution network or to any third party;
 - (p) ensure the **micro-embedded generator** does not exceed the maximum export capacity at any time (the maximum export capacity being the maximum kilovolt- amperes which may be exported into our electricity distribution network at any time, being 10 kilovolt-amperes per single phase or 30 kilovolt-amperes per three phase);
 - (q) notify us if you have reason to believe your **micro-embedded generator** has exceeded the maximum export capacity or if there is a material risk it may do so and take such steps as necessary to ensure that it does not in the future exceed the maximum export capacity or seek a service from us which provides for a maximum export capacity above 10 kilovolt-amperes per single phase or 30 kilovolt-amperes per three phase.

5.6 Requirements relating to the export of electricity into our electricity distribution network

- (a) In order for you to have the ability to export electricity into our electricity distribution network from the **premises**, you must have installed at your **premises**, at all times, an **embedded generator meter**.
- (b) The connection of the **micro-embedded generator** to our electricity distribution network at your **premises** is subject to fluctuations and interruptions from time to time which may affect your ability to export electricity into our electricity distribution network for a variety of reasons and therefore you acknowledge and agree that:
 - (i) we are unable to, and do not, represent, warrant or guarantee that you, or any person who subsequently acquires the **micro-embedded generator**, will be able to export electricity into our electricity distribution network at any time; and
 - (ii) such fluctuations or interruptions may damage the **micro-embedded generator** or cause it to malfunction.
- (c) You release and forever discharge us from and against any loss, cost, damage, expense or liability that you may incur which arises out of, or in relation to any:
 - (i) inability to export electricity into our electricity distribution network at any time; and

(ii) malfunction of, or any damage to, the **micro-embedded generator** that arises out of, or in relation to, any fluctuations or interruptions from time to time in the connection of the **micro-embedded generator** to our electricity distribution network, except where that malfunction or damage is caused by our negligence or bad faith.

(d) You agree to indemnify us on demand and hold us harmless from and against any loss, cost, damage, expense or liability that you incur and which, despite clause 5.6(b) or clause 5.6(c), you seek to, or do, recover from us.

5.7 Pay the connection charges for the United Energy micro-embedded generator basic connection service, and pay any other applicable charges

(a) Except where clause 5(b) applies, you must pay us the **connection charges** that are payable for the **United Energy micro-embedded generator basic connection service** we provide under the **contract**.

(b) If your **retailer** has applied on your behalf for the **United Energy basic micro-embedded generator connection service** (that is your **retailer** accepted the offer on your behalf) we will bill your **retailer** for the **connection charges** that are payable for the **United Energy micro-embedded generator basic connection service** we provide under the **contract**. Your **retailer** may seek to recover the **connection charges** from you in accordance with your contractual arrangements with that **retailer**.

(c) Where you are required to pay us the **connection charges** then you must pay these to us on acceptance of the offer or by the due date where we issue an invoice to you for those **connection charges**. We may issue invoices to you before we commence our work and are not obliged to commence our work until the invoices are paid.

(d) The **connection charges** have been determined based upon the information you have, both directly and indirectly (for example, information which you provide to your **retailer** which is then provided to us), provided to us. If this information is inaccurate then we may:

(i) revise the **connection charges** to reflect the level the **connection charges** would have been set at had accurate information been provided to us; and

(ii) charge you a wasted connection appointment fee (as set out in Section B of Part 4).

(e) Part 4 describes the **connection charges** payable for the various **United Energy micro-embedded generator basic connection services** or provides a link to those sections of our website which explain how those charges are calculated.

(f) Section B of Part 4 describes other charges (and where you will find the amount of them) that we are entitled to charge, and the circumstances in which they will be payable by you. If any of those charges are payable by you, we will (unless we invoice them to your **retailer**) send you an invoice for the amount payable and you must pay that amount to us in full by the date required on that invoice. Where we invoice your **retailer**, your **retailer** may seek to recover the charges from you in accordance with your contractual arrangements with that **retailer**.

(g) If you do not pay the full amount of:

(i) the **connection charges** by the date required on the invoice; or

(ii) any additional charges that we invoice you for under clause 5(f) by the date required on the invoice,

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

6. Our liability

6.1 How these terms operate with the Competition and Consumer Act, etc

- (a) The Competition and Consumer Act 2010 and some other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.
- (b) Unless one of those laws requires it, we give no condition, warranty, guarantee or undertaking, and we make no representation to you, regarding any matter including as to:
 - (i) the connection of the **micro-embedded generator** to our electricity distribution network;
 - (ii) the condition or suitability of electricity or a United Energy micro-embedded generator basic connection service; or
 - (iii) the quality, fitness or safety of electricity or a United Energy micro-embedded generator basic connection service,
*other than those set out in the **contract**.*
- (c) Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
 - (i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - (ii) in the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- (d) We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.
- (e) Sections 119 and 120 of the National Electricity Law, and any other limitations of liability or immunities granted under electricity legislation, are not limited in their operation or application by anything contained in the **contract**.

6.2 Our liability in relation to electricity supply issues

You acknowledge and agree that:

- (a)
 - (i) the **contract** does not apply to the ongoing connection of your **premises** to our electricity distribution network (for the purposes of importing electricity from that electricity distribution network) or to the supply of electricity to those **premises**; and
 - (ii) the ongoing connection of your **premises** to our electricity distribution network and the supply of electricity to those **premises**, are governed by a separate contract that you have with us (**Ongoing Connection & Supply Contract**); and, accordingly
- (b) the liability (if any) that we may have to you in relation to any losses you may suffer because of:
 - (i) problems with the quality of supply of electricity to your **premises** (such as power surges and drops); or
 - (ii) interruptions to or failures of the supply of electricity to your **premises**; or
 - (iii) problems with the ongoing connection of your **premises** to our electricity distribution network; or
 - (iv) any other matter that is the subject of, or is dealt with by, the **Ongoing Connection & Supply Contract**,

is governed solely by the **Ongoing Connection & Supply Contract**, and we will not have any liability to you under the **contract** in relation to any of those matters.

6.3 No liability by us for indirect or consequential losses

To the maximum extent permitted by law, and despite any other provision of the **contract** (except for clause 6(a)), we are not liable to you or anyone else for any:

- (a) loss of production, revenue, profit, business, goodwill, opportunity, contract, or anticipated savings, or any loss or corruption of data or loss of privacy of communications; or
- (b) indirect, special or consequential loss, cost, damage, or expense,

(Consequential Loss) that arises because of any act or omission by us or our authorised representatives or subcontractors in carrying out, or failing to carry out, a **United Energy micro-embedded generator basic connection service** or any other obligation of ours under the **contract**.

6.4 No liability by us for solar schemes

Without limiting clause 6.1 or clause 6.3, you acknowledge and agree that we are unable to, and do not, represent, warrant or guarantee:

- (a) your eligibility, or lack of eligibility; or
- (b) the eligibility, or lack of eligibility, of any person who subsequently acquires the **micro-embedded generator**,

for, nor the amount of, any rebates, tariffs or other benefits payable or allowable to you under any Victorian or national scheme relating to **micro-embedded generators** (including the Victorian solar feed-in tariff schemes), and that we have no responsibility or liability in relation to any such schemes.

6.5 Guaranteed Service Levels

Nothing in this clause 6 limits our obligation to pay you an amount we are required to pay you under the Electricity Distribution Code because we have failed to comply with a guaranteed service level.

6.6 Survival

*This clause 6 survives the expiration, or termination, of the **contract**.*

7 Your liability

7.1 Matters for which you are liable to us

You agree to indemnify us on demand and hold us harmless against all liabilities or claims for any loss or damage to us or third parties, any death or injuries to any person, and all liabilities or claims which we may incur to any third party arising out of:

- (a) the operation of the micro-embedded generator;
- (b) any representation or promise made by you, or on your behalf, to any person who acquires the **micro-embedded generator**, as to that person's eligibility, or lack of eligibility, for, or the amount of, any rebates, tariffs or other benefits payable or allowable under any Victorian or national scheme relating to **micro-embedded generators** (including the Victorian solar feed-in tariff scheme);
- (c) the use of electricity which has passed from our electricity distribution network beyond the point of your **connection** to our electricity distribution network;

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- (d) you or your employees', agents' or contractors' failure to comply with any of your obligations under the **contract**, or
 - (e) you or your employees', agents' or contractors' negligent or reckless acts or omissions.

7.2 No liability by you for indirect or consequential losses

- (a) Subject to clause 6(b), but despite any other provision of the **contract**, you are not liable to us for any Consequential Loss that arises because of any act or omission by you in relation to a **United Energy micro-embedded generator basic connection service** or any other obligation of yours under the **contract**.
- (b) You are liable to us for any **Consequential Loss** that arises as a result of you failing to comply with any of your obligations under clause 6.3.
- (c) Nothing in this clause 0 limits your obligation to pay amounts due to us under this **contract**.

8. Disconnection of the micro-embedded generator

We may disconnect or you must disconnect at our direction the **micro-embedded generator** from our electricity distribution network:

- (a) if, at any time, electricity in excess of 255 volts is generated by the **micro-embedded generator**; or
- (b) if you breach a provision of the **contract** and:
 - (i) if we consider the breach is capable of being remedied, you do not remedy the breach within 7 **business days** of receiving written notice from us requiring you to do so; or
 - (ii) if we consider the breach is not capable of being remedied and we consider the breach to represent a hazard or risk to our electricity distribution network, our employees, or any other person; or
 - (iii) if we are entitled, or required to do so, under any applicable law.

9. Termination of the contract

The **contract** may be terminated by us:

- (a) if you breach a provision of the **contract**, we consider that breach is capable of being remedied, and you do not remedy that breach within 7 **business days** of receiving written notice from us requiring you to do so; or
- (b) if you breach a provision of the **contract**, we consider that breach is not capable of being remedied, and we consider the breach to represent a hazard or risk to our electricity distribution network;
- (c) if a third party acquires the **micro-embedded generator** from you; or
- (d) if you have not satisfied the pre-conditions in Schedule 1 of this Part 3 and completed installation of the **micro-embedded generator** at the **premises** within 12 months from the date of commencement of the **contract**.

10. Complaints and dispute resolution

- (a) If you have a complaint relating to the **contract**, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) Our standard complaints and dispute resolution procedures are published on our website at <https://www.unitedenergy.com.au/contact-us/dispute-resolution-process/>

11. General

11.1 Our obligations

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

11.2 GST

- (a) The amount payable for a **United Energy micro-embedded generator basic connection service** and any other amounts payable under the **contract**, may be stated to be exclusive or inclusive of **GST**. Clause 11(b) applies unless an amount payable under the **contract** is stated to include **GST**.
- (b) Where an amount paid by you or by us under the **contract** is payment for a 'taxable supply' as defined for **GST** purposes then, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the recipient of that taxable supply.

11.3 Privacy of personal information

- (a) We will comply with all relevant privacy legislation in relation to your personal information.
- (b) You can find a summary of our privacy policy on our website at <https://www.unitedenergy.com.au/wp-content/uploads/2015/09/UE-Privacy-Policy-March-2016.pdf>.
- (c) If you have any questions, you can contact our Privacy Officer on (03) 8846 9900 or by email at privacy@ue.com.au.

11.4 Notices

- (a) Unless any part of the **contract** states otherwise (for example, where phone calls are allowed), all notices in relation to the **contract** must be sent in writing.
- (b) We can send notices to you at the address set out in your **connection application** or at the most recent address that we have for you.
- (c) If a notice is sent by post, we can assume that you received the notice on the second **business day** after it was sent by us if sent by priority post and on the fourth **business day** after it was sent by us if sent by regular post.

11.5 Accrued rights and obligations

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

11.6 Applicable law

*The laws of Victoria govern the **contract**.*

Schedule 3 – Part 1

Preliminary works and other pre-conditions that must be satisfied by you for a United Energy Micro-Embedded Generator Basic Connection Service to be provided

You must satisfy the following pre-conditions:

- (a) if we require it, your identity must be established by the provision to us of acceptable identification (as defined in the Electricity Distribution Code);
- (b) if we require it, where the offer to enter into the **contract** was not accepted by the **customer** but was accepted by a person purporting to act on behalf of the **customer**, we have been provided with such evidence as we reasonably require to substantiate that person had authority to contract on behalf of the **customer**;
- (c) if we require it, in circumstances where the **customer** is a tenant at the **premises** and not the owner, there has been provided to us a signed written consent from the owner of the **premises** to the customer entering into this **contract**;
- (d) if we require it, in circumstances where the **customer** is a tenant at the **premises** and not the owner, we have been provided with contact details for the owner;
- (e) either:
 - (i) your **premises** must already be **connected** to our electricity distribution network; or
 - (ii) there must be a contract in existence between you and us under which we have agreed that we will **connect** your **premises** to our electricity distribution network;
- (f) you must not have any outstanding debts to us relating to the **premises** or to any other premises (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been agreed with us);
- (g) you must have engaged a competent installer for the design and installation of the **micro-embedded generator**;
- (h) your **micro-embedded generator** must comply with the requirements of all parts of Australian Standard 4777 and Australian Standard 5033 and have been installed and connected in accordance with Australian Standard 3000 – Wiring Rules;
- (i) any electrical work performed on, or in relation to, your **micro-embedded generator** must have been undertaken by a **registered electrical contractor**, lawfully permitted to do such work, who has complied with the Electricity Safety Act 1998, the Victorian Electricity Distributors Service & Installation Rules and the United Energy applicable technical specifications (which can be found at www.unitedenergy.com.au), where compliance has been verified by one or more Prescribed Certificates of Electricity Safety (and or other equivalent information complying with the Victorian Electricity Distributors Service & Installation Rules) provided to us by you or your **registered electrical contractor**;
- (j) your **registered electrical contractor** must have provided to us a “Electrical Works Request form”;
- (k) your **registered electrical contractor** has performed each of the following steps:
 - (i) the **micro-embedded generator** is connected to a dedicated circuit complete with lockable isolating switch at the switchboard;
 - (ii) the main switchboard and isolating fuse/switch/circuit breaker are labelled correctly;
 - (iii) commissioning tests as specified in the Victorian Electricity Distributors Service & Installation Rules are completed and passed;
 - (iv) alternative supply signage has been installed;

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- (l) you have provided to us a completed “Micro Embedded Generator Connection Form”;
 - (m) you have been provided with the operating manual for the **micro-embedded generator** at the **premises** and confirm this to us in writing;
 - (n) unless we are installing an **embedded generator meter** at the **premises**, such a meter complying with the requirements of **energy laws** has been installed at the **premises**;
 - (o) where the **premises** are under construction the buildings on the **premises** are completed to the lock up stage – that is the building’s external walls and roof covering is fixed, the flooring laid and external doors and windows are fixed.

Schedule 3 – Part 2

Additional Technical and Operational Requirements

1. Grid and customer protection requirements

1.1 Grid protection

The protection elements of the inverter (which is the device that forms part of the **micro-embedded generator** which uses semi conductor devices to transfer power between a DC source and an AC source or load) must comply with all parts of the Australian Standard 4777 (Grid connection of energy systems via inverters) to ensure:

- (a) disconnection of the inverter from our electricity distribution network in the event of a loss of supply;
- (b) the inverter is operating within acceptable operating parameters.

1.2 Voltage and Frequency Protection Settings

The following section outlines the protection settings which need to be implemented within the inverter at the time of its installation:

- (a) For installation prior to 9th October 2016: The settings shall be as per the Victorian Electricity Distributors Service & Installation Rules .
- (b) For installation on or after 9th October 2016 – The default settings must be implemented as per Australian Standard 4777 (Grid connection of energy systems via inverters) (inclusive of the inverter 10 min overvoltage setting of 255V).

2. Modification of the micro-embedded generator

You may only modify the *micro-embedded generator*, without our approval, when performing a “like for like” replacement. For example same manufacturer, model, capacity for all major components such as the inverter, solar PV panel modules, wind turbine blade length.

If the modification is not ‘like for like’ you must obtain our prior approval to the modification.

Examples of modifications considered not ‘like for like’ are:

- (c) addition of more solar PV panel modules or battery capacity;
- (d) major component replacement with different capacity and or manufacturer (for example inverters, solar PV panel modules);
- (e) installation of any form of energy storage systems such a battery storage (e.g. Tesla) to an existing solar PV or wind turbine Embedded Generator.

At all times, the total installed capacity of all the *micro-embedded generators* (post modification) at the *premises* must not exceed 10kVA for single phase systems and or 30kVA for three phase systems. If you wish to install capacity above these amounts you will need to enter into a different contract with us.

3. Multiphase systems

- (a) Where you have a multi phase supply, the inverter output must be reasonably balanced across the phases at all times. The maximum allowable difference in current between any two phases must be no greater than 10A for the system to be considered reasonably balanced.
- (b) Where multiple inverters are connected to more than one phase, the inverters must be interlocked and configured to behave as an integrated multiphase inverter providing a reasonably balanced output to all connected phases at all times whilst connected to our electricity distribution network.

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- (c) Where inverters cannot be interlocked by internal controls, the installation must be protected by a phase balance relay which must immediately isolate the inverter in the absence of reasonable balance. The inverters must be physically prevented from operating independently and all installed inverters must simultaneously disconnect from, or connect to, our electricity distribution network in response to protection or automatic controls (eg anti islanding trip and subsequent reconnection).

4. Testing

- 4.1 Upon, or at any time after, completion of the installation of the micro-embedded generator, we may request access to the premises at a reasonable time to conduct a test of the micro-embedded generator for the purpose of establishing that the micro-embedded generator complies with the contract. This includes testing the micro-embedded generator disconnects from our electricity distribution network to avoid islanding.

Islanding means the situation in which the **micro-embedded generator** remains connected to a section of our electricity distribution network which has been isolated from supply (for example due to system maintenance or fault conditions). The details of the island test requirements are published on our website.

- 4.2 The test will as a minimum consist of:

- (a) disconnection of the **premises** from our electricity distribution network;
- (b) reconnection of the **premises** to our electricity distribution network;
- (c) inspection and such testing of the **micro-embedded generator** as we consider necessary to substantiate compliance with the **contract**.

You must co-operate with us to ensure that the testing is able to be conducted and may need to engage the **registered electrical contractor** you engaged to prepare the "Certificate of Electrical Safety" to attend the testing.

- (d) If the **micro-embedded generator** does not perform as required or islanding occurs, you must ensure such modifications are made to the **micro-embedded generator** to ensure normal generator operation and prevent islanding. We may require a repeat of the test. You must pay our reasonable costs of attendance at the repeat test.

Part 4 – Charges and Service Description

Section A – Basic Connection Services

Metering - New Installation

Category	Service Type	Service Description	Charge applicable
Import / Export Whole Current UE provided interval metering connection of a micro embedded generator up to 10kVA single phase (5kVA SWER) and 30kVA three phase	1 phase	Allowing the connection of your micro-embedded generator at a ' connection point' determined by us between the premises and our electricity distribution network to allow the flow of electricity from the premises through the connection point. The service includes the installation of a single phase meter.	Charge applicable See United Energy's Summary of Schedule of Charges - Alternative Control Services – Fee Based –Remote AMI Services https://www.unitedenergy.com.au/wp-content/uploads/2015/09/2016-Summary-of-UE-Schedule-of-Charges-1.pdf
	3 phase	Allowing the connection of your micro-embedded generator at a ' connection point' determined by us between the premises and our electricity distribution network to allow the flow of electricity from the premises through the connection point. The service includes the installation of a three phase meter.	

Metering - Existing Installation

Category	Service Type	Service Description	Charge applicable
Import / Export Whole Current UE provided interval metering connection of a micro embedded generator up to 10kVA single phase (5kVA SWER) and 30kVA three phase	1 phase	Allowing the connection of your micro-embedded generator at a ' connection point ' determined by us between the premises and our electricity distribution network to allow the flow of electricity from the premises through the connection point . The service includes the reconfiguration of a single phase meter.	<p>Charge applicable</p> <p>See United Energy's Summary of Schedule of Charges - Alternative Control Services – Fee Based – Service Vehicle Visits:</p> <p>https://www.unitedenergy.com.au/wp-content/uploads/2015/09/2016-Summary-of-UE-Schedule-of-Charges-1.pdf</p>
	3 phase	Allowing the connection of your micro-embedded generator at a ' connection point ' determined by us between the premises and our electricity distribution network to allow the flow of electricity from the premises through the connection point . The service includes the reconfiguration of a three phase meter.	
Import / Export UE interval metering	Reprogram meter	Reprogramming of an existing meter that is able to be reprogrammed for import/export, and allowing the connection of your micro-embedded generator a ' connection point ' determined by us between the premises and our electricity distribution network to allow the flow of electricity from the premises through the connection point .	<p>Charge applicable</p> <p>See United Energy's Summary of Schedule of Charges - Alternative Control Services – Fee Based – Remote AMI Services:</p> <p>https://www.unitedenergy.com.au/wp-content/uploads/2015/09/2016-Summary-of-UE-Schedule-of-Charges-1.pdf</p>

Section B – Supplementary Charges

Category	Service Type	Service Description	Charge applicable
Wasted connection appointment	Connection	<p>Where we are unable to complete the connection due to your installation or micro embedded generator not being ready or compliant or due to inaccurate information being provided to us. This may, without limitation, arise in circumstances where:</p> <ol style="list-style-type: none"> our personnel arrive at the premises and find they are not ready for us to commence work within 15 minutes of the time we have scheduled with you for work to commence; you fail to provide us 1 business days notice of your wish for us to defer our work to a later date; the premises are not accessible by us because they are locked with a non-industry lock; there are obstructions to areas of the premises to which we require access; the premises are unsafe or do not comply with the requirements of energy laws or equipment at the premises does not comply with the technical requirements of the contract. 	<p>Charge applicable</p> <p>See United Energy's Summary of Schedule of Charges - Alternative Control Services – Fee Based – Service Vehicle Visits</p>
After hours appointment	Connection	Where you have requested for the connection service works to be undertaken outside our normal business hours.	https://www.unitedenergy.com.au/wp-content/uploads/2015/09/2016-Summary-of-UE-Schedule-of-Charges-1.pdf
Additional costs	Connection	<p>Additional reasonable costs we incur due to your failure to comply with the contract (but other than costs arising due to a wasted connection appointment)</p> <p>Typically would be a truck site visit or engineering services and may include a repeat test.</p>	
Late payment fee	Connection	<p>Applicable where the customer fails to pay an invoice issued directly to the customer within time required by the contract.</p> <p>A late payment fee is charged for non payment of an invoice by the due date. The late fee is for processing and sending a new invoice. Further costs will be incurred if further debt recovery is required.</p>	