

**SMALL EMBEDDED GENERATOR
CONNECTION AGREEMENT**

1. The Parties to this Agreement

1.1. This Agreement is between:

- (a) ETSA Utilities (ABN 13 332 330 749) of 1 Anzac Highway, Keswick, South Australia 5035 (referred to in this Agreement as we, our or us); and
- (b) You, the Small Embedded Generator to whom this Agreement applies (referred to in this Agreement as you or your).

2. Scope of this Agreement

2.1. This Agreement sets out the terms and conditions on which we will:

- (a) connect your Small Embedded Generating Unit to our Distribution Network;
- (b) maintain the connection of your Small Embedded Generating Unit to our Distribution Network; and
- (c) receive from you electricity generated by your Small Embedded Generating Unit at your Generation Address.

2.2. This Agreement does not deal with the sale or supply of electricity to you or the purchase of electricity from you at your Generation Address, and you should note that:

- (a) the supply of electricity to you at your Generation Address is dealt with in a separate Connection and Supply Agreement between you and us; and
- (b) the sale of electricity to you or the purchase of electricity from you at your Generation Address is dealt with in a separate Agreement between you and your Retailer; and

2.3. This Agreement constitutes the entire agreement between you and us in relation to the connection of your Small Embedded Generating Unit to our Distribution Network.

3. Commencement

3.1. This Agreement commences on the date on which we approve your Application for Connection in relation to your Small Embedded Generating Unit.

3.2. We will notify you in writing within 5 business days of our approval of your Application for Connection.

4. Our obligations in relation to your Small Embedded Generating Unit

4.1. Provided that:

- (a) you satisfy all of our preconditions to connection (as specified in clause 5 of this Agreement and set out in the Application for Connection); and
- (b) you pay the application fee (at the rate published by us on our website (www.etsautilities.com.au) from time to time); and
- (c) you comply with the terms of this Agreement,

we will connect your Small Embedded Generating Unit to our Distribution Network within 10 business days of advising you that we have approved your

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Application for Connection in relation to your Small Embedded Generating Unit.

- 4.2. In connecting your Small Embedded Generating Unit to our Distribution Network we will decide, in accordance with the requirements of the Electricity Distribution Code:**
- (a) where and how overhead and underground cables will be connected to your Generation Address; and**
 - (b) how many connection points will be installed in relation to your Generation Address.**
- 4.3. Once we have connected your Small Embedded Generating Unit to our Distribution Network in accordance with this Agreement, provided you comply with the requirements of this Agreement, we will maintain that connection.**
- 5. Preconditions to connection**
- 5.1. We will connect, and maintain the connection of, your Small Embedded Generating Unit to our Distribution Network if we are satisfied that:**
- (a) you have provided sufficient details in relation to all of the matters set out in the Application for Connection;**
 - (b) your Small Embedded Generating Unit complies with the requirements of “Australian Standard AS3000 - Wiring Rules” and “Australian Standard 4777- 2002 - Grid connection of energy systems via inverters (Parts 1, 2 & 3)”;**
 - (c) any electrical work performed on or in relation to your Small Embedded Generating Unit has been undertaken by a licensed electrical contractor lawfully permitted to do such work and you have made a copy of all relevant Certificates of Compliance available to us; and**
 - (d) an electricity meter which measures both the import and export of electricity at your Generation Address has been, or will be, installed.**
- 5.2. Prior to connecting your Small Embedded Generating Unit to our Distribution Network we may require you to contribute to the cost of connecting to, or extending, our Distribution Network in accordance with the requirements of the Electricity Distribution Code.**
- 5.3. Any contribution under clause 5.2 will be limited to amounts which we are permitted to charge in accordance with the Electricity Distribution Code (note that we are not permitted to charge you for any increases in the capacity (augmentation) of our Distribution Network which relate to the connection of your Small Embedded Generating Unit to our Distribution Network).**
- 6. Ability to export electricity to our Distribution Network**
- 6.1. You acknowledge and agree that the connection of your Small Embedded Generating Unit to our Distribution Network at your Generation Address is subject to fluctuations and interruptions from time to time which may affect your ability to export electricity into the Distribution Network for a variety of reasons and, therefore, that:**

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- (a) we are unable to guarantee your ability to export electricity into the Distribution Network; and
 - (b) such fluctuations or interruptions may damage your Small Embedded Generating Unit or cause it to malfunction.
- 7. Your responsibilities while your Small Embedded Generating Unit is connected**
- 7.1. While your Small Embedded Generating Unit is connected to our Distribution Network at your Generation Address, you must:**
- (a) ensure your Small Embedded Generating Unit is inspected and maintained in accordance with the manufacturer's instructions and specifications by an appropriately qualified person, with a view to ensuring that it remains safe and functional;
 - (b) if there are no applicable manufacturer's instructions and specifications for the purposes of clause 7.1(a), ensure your Small Embedded Generating Unit is inspected and maintained:
 - (i) within at least 5 years after the date of installation of your Small Embedded Generating Unit; and
 - (ii) within at least 5 years after each previous inspection.
 - (c) if the result of an inspection carried out in accordance with clause 7.1(a) or clause 7.1(b) is that there is a lack of functionality of the safety features of your Small Embedded Generating Unit:
 - (i) immediately disconnect, or arrange for the disconnection of, your Small Embedded Generating Unit from our Distribution Network; and
 - (ii) not reconnect, or arrange for the reconnection of, your Small Embedded Generating Unit to our Distribution Network until the lack of functionality has been rectified.
 - (d) provide us with the results of any inspections carried out in accordance with clause 7.1(a) or clause 7.1(b);
 - (e) comply with all directions in this Agreement regarding the maintenance and inspection of your Small Embedded Generating Unit;
 - (f) ensure that any electrical work performed on or in relation to your Small Embedded Generating Unit is undertaken by a licensed electrical contractor lawfully permitted to do such work and you make a copy of any relevant Certificates of Compliance available to us;
 - (g) seek our approval in writing prior to altering your Small Embedded Generating Unit so that we can assess the ability of our Distribution Network and your connection to our Distribution Network to meet any additional requirements arising from that alteration; and
 - (h) comply with any reasonable requirement we make in relation to the installation of additional equipment on or in connection with your Small Embedded Generating Unit that we specify as necessary to ensure the safe and reliable operation of our Distribution Network.

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8. Access to your Generation Address

8.1. You agree that provided we give you reasonable notice, we may enter and remain at your Generation Address to:

- (a) connect your Small Embedded Generating Unit;**
- (b) inspect your electrical installations to ensure that it is safe to connect or reconnect your Small Embedded Generating Unit;**
- (c) take action to prevent or minimise an electrical hazard;**
- (d) investigate a suspected theft of electricity;**
- (e) read or check the accuracy of the electricity meter if we are responsible for that meter;**
- (f) examine electrical installations to determine load classifications;**
- (g) install, repair, replace or remove electricity meters, control apparatus and other electrical installations associated with your Small Embedded Generating Unit;**
- (h) disconnect your Small Embedded Generating Unit for safety or due to non-compliance with this Agreement.**

8.2. Only our electricity officers who are appointed in accordance with Part 4 of the Electricity Act 1996 may enter into or remain on your Generation Address for the purposes set out in clause 8.1.

8.3. You do not have to give access under this Agreement to someone who does not, when you ask:

- (a) provide you with identification as one of our employees or agents who is appointed as our electricity officer in accordance with Part 4 of the Electricity Act 1996; and**
- (b) produce a proper identity card issued by us.**

8.4. Where your Generation Address contains a hazard, you must provide our authorised officers with safe access to your Generation Address.

9. Liability

9.1. The Trade Practices Act 1974 and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited:

- (a) all statutory and implied warranties are excluded and we are not liable to you or any person claiming through you for any costs, expenses, loss or damage (whether direct or indirect and howsoever arising), death or injury arising (howsoever arising) from the connection of your Small Embedded Generating Unit under this Agreement; and**
- (b) unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the connection of your Small Embedded Generating Unit other than those set out in this Agreement.**

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- 9.2. Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
- (a) if feasible, reconnecting your Small Embedded Generating Unit to our Distribution Network;
 - (b) paying you the cost of reconnecting your Small Embedded Generating Unit to our Distribution Network;
 - (c) where we have caused loss or damage to your Small Embedded Generating Unit, paying you the cost of rectifying that loss or damage to your Small Embedded Generating Unit.
- 9.3. This clause 9 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.
- 9.4. 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 your Small Embedded Generating Unit;
 - (b) the use of electricity which has passed from our Distribution Network beyond the point of your connection to the Distribution Network;
 - (c) you or your employees', agents' or contractors' failure to comply with any of your obligations under this Agreement; or
 - (d) you or your employees', agents' or contractors' negligent or reckless acts or omissions.

10. Disconnection

- 10.1. We may disconnect your Small Embedded Generating Unit from our Distribution Network:
- (a) at your request, with 3 business days' prior notice;
 - (b) if you breach a provision of this Agreement 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 the Distribution Network, our employees, or any other person;
 - (c) if we are entitled or required to do so under any applicable law.

11. Termination and Novation

- 11.1. This Agreement may be terminated:
- (a) at your request, with 3 business days' prior notice;
 - (b) if you breach a provision of this Agreement and we consider the breach is not capable of being remedied and we consider the breach to represent a hazard or risk to the Distribution Network;

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11.2. If this Agreement terminates, you undertake to do all such things as may be necessary at your cost to disconnect, or arrange for the disconnection of, your Small Embedded Generating Unit from our Distribution Network, unless:

- (a) we agree to make a new Connection Agreement with a person which acquires your Small Embedded Generating Unit; or
- (b) we have accepted an application for assignment of this Agreement in accordance with clause 11.3.

11.3. You may assign this Agreement to a third party with our consent in writing.

11.4. Where we have the prior written approval of the Essential Services Commission, we may novate this Agreement to another person, in which case that person will take our place in respect to this Agreement.

12. Notices

12.1. Unless this document or the Electricity Distribution Code says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at your Generation Address or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second business day after it was sent.

13. Privacy and Confidentiality

13.1. Subject to the terms of this Agreement, we must keep information about you confidential.

13.2. We may, however, disclose information about you:

- (a) if required by law to do so;
- (b) if we are permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent;
- (d) to your Retailer to the extent that information is for the purposes of arranging and coordinating connection, disconnection, reconnection and billing.

14. Force Majeure

14.1. If but for this clause 14, either party would breach this Agreement due to the occurrence of a force majeure event:

- (a) the obligations of the party under this Agreement, other than an obligation to pay money, are suspended to the extent to which they are affected by the force majeure event for so long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

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- 14.2. For the purposes of this clause 14, if the effects of a force majeure event are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.
- 14.3. Either party relying on this clause by claiming a force majeure event must use its best endeavours to remove, overcome or minimize the effects of that force majeure event as quickly as practicable.
- 14.4. Nothing in this clause will require us or you to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by us or you.
- 14.5. Nothing in this clause varies or excludes the operation of Section 120 of the National Electricity Law.
15. **Amendment of this Agreement**
- 15.1. We may only amend this Agreement with you where we have followed the procedures set out in the Electricity Distribution Code.
- 15.2. Any amendments to this Agreement will not take effect unless and until we have given you 20 business days' prior notice in writing.
- 15.3. If there is any change to any applicable law resulting in it becoming necessary to amend this Agreement, then the parties agree to make any amendments reasonably necessary.
16. **Applicable law**
- 16.1. This Agreement is governed by the laws of South Australia.
17. **Definitions**
- 17.1. Words appearing like this in this Agreement have particular meanings, as set out below:
- (a) **Application for Connection:** means our standard form for connection of a Small Embedded Generating Unit to our Distribution Network (copies of the standard form are available on our website (at www.etsautilities.com.au) or by contacting us on telephone 08 8404 5667).
 - (b) **Commencement date:** means the date on which we approve your application for connection;
 - (c) **Distribution Network:** means the electricity distribution network operated by ETSA Utilities;
 - (d) **ETSA Utilities:** means the partnership comprising CKI Utilities Development Limited (ABN 65 090 718 880) HEI Utilities Development Limited (ABN 82 090 718 951) CKI Utilities Holdings Limited (ABN 54 091 142 380) HEI Utilities Holdings Limited (ABN 50 091 142 362) CKI/HEI Utilities Distribution Limited (ABN 19 091 143 038) each incorporated in The Bahamas;

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- (e) **Generation Address:** means the address at which your Small Embedded Generating Unit is installed and connected to our Distribution Network;
- (f) **Maximum Generation Capacity:** means the agreed maximum generating capacity of the Small Embedded Generating Unit which we have agreed to connect to our Distribution Network in accordance with this Agreement;
- (g) **Small Embedded Generating Unit:** means an electricity generating unit complying with the requirements of “Australian Standard 4777-2002 – Grid connection of energy systems via inverters (Parts 1, 2 & 3)” and all related equipment essential to the function of that electricity generating unit as a single entity, connected in accordance with “Australian Standard AS3000 – Wiring Rules”;
- (h) **Small Embedded Generator:** means a person who operates a Small Embedded Generating Unit; and
- (i) **Retailer:** means the holder of an electricity retail licence granted under the Electricity Act 1996, which is contracted to purchase electricity from you at your Generation Address.

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Acceptance Page.

ETSA Ref. No.

I/We , (full name),

..... ,

as operator(s) of a Small Embedded Generating Unit located at, (address),

.....

.....

NMI number, (obtained from retailer electricity account),

**accept and agree to abide by the terms and conditions as specified in ETSA Utilities' Small Embedded
Generator Connection Agreement.**

.....
Signature

.....
Date

ETSA Utilities Office Use only:	
SEG Register No.	
Date SEG Acceptance Received:	