|  |
| --- |
| Negotiated Connection Contract: Solar Sharing Network  (including LV inverter-based ≤ 1,500 kVA) [insert site] |
| NMI: [insert]  Work Request: [insert]  Energex Limited ABN 40 078 849 055  [insert *Solar Sharing Operator* name] ABN/ACN [insert if relevant; otherwise delete] |

**WITHOUT PREJUDICE**

**NOTE TO COUNTERPARTIES: THIS DRAFT DOCUMENT MAY BE UNILATERALLY VARIED BY ENERGEX UP UNTIL THE DATE OF OFFER TO COMPLY WITH THE CURRENT ENERGEX TEMPLATE.**

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# PART A: PREMISES-SPECIFIC DETAILS

## Party details

|  |  |
| --- | --- |
| Contract between: | Energex Limited ABN 40 078 849 055 (***Energex***) of 26 Reddacliff Street, Newstead QLD 4006 (also referred to as ***we***, ***our***or ***us***).  [insert name] [ABN/ACN] [insert ABN/ACN] (***Solar Sharing Operator***) of [insert registered business address] (also referred to as *you* or *your*).  [Drafting notes:   * *Solar Sharing Operator* must be the person/entity responsible for ownership, operation and/or control of the *embedded network* at the premises (this could be the Body Corporate); * Solar Sharing Operator must have an existing connection at the premises in respect of which it has sought a *connection alteration* under Chapter 5A of the NER*.*] |

## *Energex’s* postal details

|  |  |
| --- | --- |
| *Energex’s* Address for *notices* | GPO Box 1461 Brisbane QLD 4001  Attention: Network Agreements Manager [majorcustomers@energyq.com.au](mailto:majorcustomers@energyq.com.au) 1300 168 914 |

## *Solar Sharing Operator’s* postal details

|  |  |
| --- | --- |
| *Network Operator’s* Address for *notices* | [insert postal address line 1] [insert postal address line 2]  Attention: [insert contact name] [insert contact email] [insert phone number] |

## *Solar Sharing Network* and *NMI* details

|  |  |
| --- | --- |
| *Premises* | [insert]  [Drafting note: Must describe the premises that comprise the *embedded network* and where the *generating system* is located. Please use either a street address or registered lot/plan details (which can be found on rates notices).] |
| *NMI* | [insert/TBA] |
| *Connection Point* for the *Solar Sharing Network* | [insert description of asset boundary]  [Drafting note: For clarity insert single line diagram or similar schematic.] |
| Transformer | [Dedicated/Shared] |
| *Occupant Connection Points* (being a grid connection point to *our distribution system*) | [insert NMI]  [Drafting note: Must include the connection point NMI for each retail customer connected to our network that will be also receiving a supply from the embedded network.] |

## *Generating System* details

|  |  |
| --- | --- |
| *Generating System* | [insert the following information:   * If inverters are present – number, type and capacity (in kVA) of inverter(s) and phase capability of inverters (including any inverters for batteries if applicable); * if more than one inverter – aggregate capacity of all inverters; * generating unit technology type and aggregate capacity (in kVA); and * if batteries are present the aggregate kWh rating of the batteries]   [Drafting note: This must include all *generating units, generating systems* and solar sharing device that are connected within the *Solar Sharing Operator’s* network (on the embedded network side of the *connection point*), not just the ones in the *connection application*. This may be imported from the portal if available. The connection arrangement under this contract must be designed with only solar inverter energy system (IES) generating units. All of the generating units must be connected through an approved solar sharing device to the electrical installation. Batteries are excluded from this contract, except where specific approval for the design has been obtained, as they would negate compliance. This connection arrangement does not cover and is not intended to include micro embedded generation (i.e. a micro EG connection) as that term is defined in the NER.] |
| *Maximum import* for the *Solar Sharing Network* | Up to 80 amps per phase (or 100 amps per phase where the customer has installed current transformer metering in accordance with section 6.2 of the *QECM*) (single or multi-phase), provided that the load is evenly balanced in accordance with section 4.1 of the *QECM* across each phase, may be *imported* from *our distribution system* at the *connection point.* |
| *Maximum export* for the *Solar Sharing Network* | Up to [insert] kW (in aggregate) may be *exported* into *our distribution system* across the *connection point* or an *occupant connection point* (provided an *occupant consent* has been obtained by *you* from the relevant *retail customer* at that *occupant connection point* (from time to time)), provided this is also done in accordance with the *relevant EG standards*.  Note: no *export* is permitted (at the *connection point* or any applicable *occupant connection points*)unless the metering equipment complies with the *energy laws*.  If the above amount is [minimal/non-export], the only *export* permitted is that which is necessarily required for the *Generating System* to *interconnect* with *our distribution system* and operate in parallel with *our distribution system* in accordance with the *relevant EG standards*. |

## Estimated costs

|  |  |  |
| --- | --- | --- |
| Estimated *works charges* | Fees for *works charges* | $Nil |
| **Total** | **$Nil** |
| **GST** | **$Nil** |
| **Total price payable** | **$Nil** |

## General description of our consent

*Our* consent to:

### the *interconnection* of the *Generating System* as provided for in clause D.7; and

### the installation and operation of a low voltage electric line to enable solar sharing within the *Solar Sharing Network*,

provided that *you* comply with this *contract* (including, without limitation, the *technical and safety requirements* and clause D.20).

## Core *Solar Sharing Operator’s activities* and *connection* process

### As between the parties, *you* are responsible for:

#### arranging for an *accredited installer* to install those parts of the *Generating System* the subject of the *connection application*;

#### ensuring that the *Generating System* and the low voltage electric line that enables solar sharing within the *Solar Sharing Network* complies with this *contract*, including, without limitation, the *technical and safety requirements*; and

#### contacting *your retailer* to ensure that they:

##### are notified of the installation; and

##### arrange for any necessary changes to metering equipment (including in respect of any changes to metering equipment at the *occupant connection points* to allow for the bi-directional flow of electricity).

#### operating and maintaining the *Solar Sharing Network* and supplying electricity to any *solar sharing connection point* within the *Solar Sharing Network*;

#### obtaining the prior agreement of each *retail customer* at the *occupant connection points* to the supply of electricity to the *retail customer's* premises via the *Solar Sharing Network*;

#### ensuring compliance with clause D.20; and

#### complying with all *authorisations* required to be held under all relevant *energy laws* relating to the *Generating System* and the ownership, operation and control of the *Solar Sharing Network* and the supply of electricity to *retail customers* within that *Solar Sharing Network* including*,* for the avoidance of doubt any embedded network exemption required to be held under the *NEL* and any conditions attaching to the network exemption.

### After the *Generating System* is installed, *you* must: [Drafting note: section highlighted in yellow below only included for STNW1174, delete if not needed]

#### ensure that the *Generating System* is tested and commissioned in accordance with the *relevant EG Standards*;

#### [arrange for a *compliance test* and give *us* the option to attend and witness this *compliance test*;

#### within six monthsof the date of this *contract*,provide *us* a completed *compliance report* via email to [energexgeneration@energyq.com.au](mailto:energexgeneration@energyq.com.au); and]

#### if the meter for *your Solar Sharing Network* is an electromechanical meter, ensure that the *Generating System* is switched off at the AC supply isolating switches until *your retailer* has confirmed that the metering equipment for the *Solar Sharing Network* has been modified or reconfigured to comply with the *energy laws*.

### [*You* must keep copies of all of the *compliance test* results for the duration of this *contract*.]

### [Once *we* have reviewed and approved the *compliance report*, *we* will adjust the status of *your connection application* in *our SI Portal* to “Accepted”.]

### [DRAFTING NOTE: Where STNW1174 applies insert text in yellow. Where STNW1170 applies insert text in blue] [Within 10 *business days* of this status update, *you* must submit a completed *electrical work request* to *us* through this *SI Portal*.] [Within 90 business days of the date this connection offer is fully executed (as provided for in that offer), you must submit a completed electrical work request to us through our SI Portal.]

## *Technical and safety requirements* and *relevant EG standards*

All *relevant EG standards* are available on *our* website ([www.energex.com.au](http://www.energex.com.au)).

|  |  |
| --- | --- |
| *Technical and safety requirements* | The obligations set out in:  (a) the *energy standards*;  (b) the *energy laws*;  (c) the *DER Technical Standards*;  (c) the *relevant EG standards*;  (d) any relevant construction manuals available on *our* website ([www.energex.com.au](http://www.energex.com.au));  (e) the *technical study*; and  (f) Part C of this contract. |
| *Relevant EG standards* | Standard for LV Embedded Generation Connections (STNW 1174)  Used when the aggregate capacity of all *generating units* that are *connected* to *our distribution system* at the *connection point* exceeds 30 kVA but does not exceed 1,500 kVA and the *voltage* of the *connection point* is no more than 1 kV. |
| Standard for Small IES Connections (STNW 1170)  Used when the aggregate capacity of all *generating units* that are *connected* to *our distribution system* at the *connection point* is less than 30 kVA and the *voltage* of the *connection point* is no more than 1 kV. |

# PART B: EXECUTION CLAUSE

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of *Energex* by its authorised *representative* in the presence of: | | |
|  |  |  | |
| Signature |  | Signature of witness | |
|  |  |  | |
| Name and title (please print) |  | Name of witness (please print) | |
|  |  |  | |
| Date |  | Date | |

The *Solar Sharing Operator* hereby accepts the terms and conditions of this *connection offer* dated [insert].

Execution by authorised representative of the *Solar Sharing Operator*:

|  |  |  |
| --- | --- | --- |
| Signed either by the *Solar Sharing Operator* or for and on behalf of the *Solar Sharing Operator* by the authorised representative of the body corporate in the presence of: | | |
|  |  |  | |
| Signature of Chairperson/Secretary |  | Signature of Committee Member | |
|  |  |  | |
| Name of Chairperson/Secretary (please print) |  | Name of Committee Member (please print) | |
|  |  |  | |
| Date |  | Date | |

Execution in accordance with 127(1) of the *Corporations Act* *2001* (Cth):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Company name: |  | | |  |
|  | |  |  | | |
| Signature of director OR authorised representative | |  | Signature of director/secretary OR witness | | |
|  | |  |  | | |
| Name (please print) | |  | Name of director/secretary OR witness (please print) | | |
|  | |  |  | | |
| Date | |  | Date | | |

# PART C: TECHNICAL CONDITIONS

## General requirements

*You* must ensure that:

### (**compliant installation and operation**) the *Generating System*,associated equipment (including, without limitation, earthing grid and earthing connections) and the low voltage electric line that enables solar sharing within the *Solar Sharing Network* are designed, constructed, operated and maintained in accordance with this *contract* (including compliance with the *technical and safety requirements*), *good electricity industry practice*, all relevant laws and relevant *approvals*, including, without limitation:

#### any obligation to be automatically *disconnected* from *our distribution system* by *your* protection and control facilities); and

#### to ensure that the *Generating System* operates satisfactorily for the full range of variation of system parameters and characteristics and at the distortions and disturbances which *our distribution system* is permitted to operate at under the *NER*;

### (**limited export**) electricity is not, under normal operating conditions, exported at the *connection point* or otherwise (including, but not limited to, at any *occupant connection point*)into *our distribution system* in excess of the *maximum export* level (for the avoidance of doubt, this level applies to the applicable connection points in total, not each separately);

### (**limited import**) electricity is not, under normal operating conditions, to be imported at the *connection point* from *our distribution system* in excess of the *maximum import* level;

### **(disconnection instructions)** the presence of the *Generating System* is clearly indicated on the main switchboard and that suitable *disconnection* instructions are located either on the main switchboard or the *Generating System* itself. For the avoidance of doubt, this must include clear signage indicating the meters of all *occupant connection points*, if and how they are connected to the *Generating System,* and the isolation requirements for each of those connections (per the *technical and safety requirements*);

### **(no changes without consent)** no changes to the *Generating System* or how it operates are made without *our* prior written consent (which consent may be on conditions, and may require compliance with updated *technical and safety requirements*);

### **(no other generating units)** no alteration is to be made to the *Generating System* or additional *generating units* *interconnected* with *our distribution system* at the *connection point*, as this will require a new *connection application* prior to undertaking any changes;

### (**no other attachment or interference)** other than as approved under this *contract*, nothing else is attached to, and there is no other interference with, *our* equipment;

### **(third party arrangements)** if the *Generating System* is owned or operated by a third party, *you* enter into appropriate back-to-back arrangements with that third party to ensure that:

#### *we* can exercise *our* rights under this *contract* in respect of the *Generating System*;

#### the third party complies with any obligations under this *contract* in respect of the *Generating System*; and

#### *you* indemnify *us* for:

##### any failure by the third party to comply with its obligations which are back-to-back with this *contract* in respect of the *Generating System*; and

##### any third party *claim* or legal action taken by the third party against *us* for any *liability* arising under any law (including the *energy laws),* or under this *contract.*

### **(provision of information)** *we* are given accurate, complete and comprehensive information about the *Generating System* (including the results of any inspections or copies of any *approvals*) if requested, and none of the information provided misleads or deceives *us*;

### **(compliance with *our* requirements)** *you* use all reasonable endeavours to promptly comply with any request by *us* to take the *Generating System* offline to carry out planned outages, repairs, maintenance or the like, or any other reasonable direction designed to secure the safe and stable parallel operation ofthe *Generating System* and *our distribution system*;

### **(accommodate *our* equipment)** *you* accommodate within *your Solar Sharing Network*, and protect from harm, all equipment *we* install;

### **(compliance with laws)** *you* comply with *good electricity industry practice*, all relevant laws (including *energy laws*, *safety laws*, and those laws relating to planning, cultural heritage, nature conservation and the environment), *approvals, authorisations* and this *contract*;

### **(regular inspection and maintenance)** the *Generating System* is inspected and maintained in accordance with the manufacturer’s recommendations (or, if there are no such recommendations, *good electricity industry practice*) by an appropriately qualified person;

### **(electrical work)** any person undertaking “electrical work” (as defined in the *Electrical Safety Act 2002* (Qld)) is appropriately licensed under that Act); and

### **(advice to prospective owners)** *you* advise any prospective subsequent owner of the *Generating System* about this *contract* and the requirement under clause D.23 for that entity to assume the obligations of this *contract*.

## *Our* rights and obligations

### *We* may, in *our* absolute discretion, specify additional requirements for the *Generating System*.

### *You* consent to *us* having sufficient access to the *connection point* for the *Solar Sharing Network* and the *Generating System* so that *we* can:

#### carry out *our* obligations under this *contract*; and

#### from time to time, inspect and test the *Generating System* to satisfy *ourselves* that there is compliance with this *contract*. This will be at *our* cost, unless a non-compliance is identified, in which case *you* are responsible for paying those costs,

and *you* must ensure that this access is safe, unhindered and unobstructed.

### Except in an emergency, or as otherwise permitted under the laws, *we* must give *you* reasonable notice before exercising *our* rights under clause C.2(b).

### Provided that *we* reasonably request this, *you* must give *us* any reasonable assistance in relation to clauses C.2(b) and C.2(c) that *we* require.

### Nothing in this *contract* limits *our* rights under any laws, including, without limitation, to take action (including automatic action through protection systems), such as in an emergency, for a *distributor planned interruption*, to protect *our distribution system*, or where a customer causes unreasonable interference with *our distribution system* or the supply of electricity to *our* other customers (which may occur, for example, where there are certain breaches of this *contract*).

### *We* may reasonably require *you* to undertake a program of tests to ensure that the *Generating System* and the low voltage electric line that enables solar sharing within the *Solar Sharing Network* comply with the *technical and safety requirements*, and provide *us* with the results of the tests.

### If any such tests demonstrate:

#### that anything on *your* side of the *connection point* (including anything within the *Solar Sharing Network*)has caused or contributed to a failure to comply with any *technical and safety requirements*, *you* must take remedial action to rectify the failure; and

#### otherwise, then *we* must reimburse *you* for the reasonable expenses incurred by *you* as a direct result of conducting the tests.

### *We* must give *you* any information *you* reasonably ask us in writing for about *your connection* that is in *our* possession or control, as soon as reasonably practical following that request, in accordance with relevant privacy and right to information laws. This may incur a fee.

## Operating protocol

If *we* consider it reasonably necessary, *we* may require *you* to enter into an operating protocol with *us* to govern certain day-to-day aspects in relation to the *connection* of the *Generating System* (such as outages, switching and communications).

## Inspection and testing requirements

To the extent feasible, the provisions of:

### rule 5.7 of the *NER* applies in relation to the inspection and testing of; and

### rule 5.8 of the *NER* applies in relation to the commissioning of,

the *Generating System*, and *we* shall be entitled to witness such inspections and testing, and the provisions of rule 5.9 of the *NER* applies in relation to the *disconnection* and *reconnection* of the *connection point* (and, for the purposes of these rules, *you* are taken to be a *Registered Participant* (as relevant)).

## Balanced power flows

The *Solar Sharing Network* is a multiphase connection to *our distribution system*.Therefore, *you* must ensure that the installation and operation of the *Generating System* and the associated low voltage electric line that enables solar sharing within the *Solar Sharing Network* are configured so that:

### the difference in power generated in any two phases at the *connection point* does not exceed 5 kVA per phase in normal operation;

### in accordance with section 4.1 of the *QECM*, the current in any phase at the *connection point* (including, but not limited to, any *occupant connection point*) does not exceed the current in any other phase by more than 20 A; and

### phase balance protection is installed as required to comply with the *technical and safety requirements.*

## Fault currents

*You* must ensure that any of the circuit breakers/switchgear on *your* side of the *connection point* that isolate *your Solar Sharing Network* from *our distribution system* have ratings sufficient to be capable of breaking, without damage or restrike, the fault currents that may be experienced on the relevant portion of *our distribution system* from time to time over the term of this *contract*.

The highest expected combined fault currents (that is, *our distribution system* contribution plus the contribution of the *generating units* downstream of the *connection point*) that are experienced as at the date of this *contract* are set out in the *technical study*.

The highest expected *distribution system* contribution to fault currents (that is, assuming that there are no *generating units* downstream of the *connection point*) that are experienced as at the date of this *contract* are (as at the date of this *contract*) set out in the *technical study*.

However, *you* should be aware that these will change over time, including as a result of any reconfigurations to *our distribution system*, penetration levels of *embedded generators* and loading conditions at the time.

*You* must ensure that anything that is (directly or indirectly) *connected* to *our distribution system* at the *connection point* does not raise fault levels beyond the capacity of *our distribution system*.

## Minimising impact

*You* must ensure that the operation of any electrical equipment that is (directly or indirectly) *connected* to *our distribution system* at the *connection point* (including the *generating units* and any shunt capacitors) does not:

### adversely affect theaudio *frequency* signals *we* use for loadcontrol or operations;

### contribute harmonic distortion at the *connection point* greater than the emission limits set out in the *technical study*; or

### contribute *voltage* fluctuations at the *connection point* greater than the flicker limits set out in the *technical study*.

## Live Line Protocol

[Drafting note: Check the relevant cut-off point for this clause to apply with relevant technical personnel, as these may change in response to changes in Australian Standards or relevant practice.]

### This clause C.8 only applies to:

#### non-inverter-based *generating systems* with an aggregate *nameplate rating* of 30 kVA or greater at the *connection point*; and

#### *inverter*-based *generating systems* with individual *inverter* units sized 200 kVA or greater.

### *You* must provide a lockable manual switch at a location suitable to both parties, where the switch operates to prevent any *generating units* that are (directly or indirectly) *connected* to *our distribution system* at the *connection point* (or any *occupant connection point*)from *exporting* electricity into *our distribution system* in relevant circumstances during outages of *our distribution system* (such as, without limitation, where *we* are carrying out live line works).

### Where live line work is being undertaken, *good electricity industry practice* precludes multiple sources of supply on that section of the *network*.

### Where possible, *we* will shift network supply so as to permit *connection* via feeders that are not subject to live line work. Where this is not possible, and live line work is warranted, *you* will be required to ensure that either:

#### any electrical installations *connected* (directly or indirectly) to *our distribution system* at the *connection point* are isolated from *our distribution system*; or

#### any embedded *generating system* is shut down,

to allow this work to proceed.

### Where live line work is to be undertaken, *we* will contact *you* and request that action is taken as contemplated in either clause C.8(d)(i) or C.8(d)(ii).

### *You* must ensure that:

#### a request under clause C.8(e) is complied with, including, without limitation, by using an approved lock/tag system to prevent inadvertent *reconnection*; and

#### *we* are notifiedwhen this has occurred.

### When the live line work is finished, *we* must notify *you* and allow the lock/tag precautions to be removed and normal operations to resume.

# PART D: GENERAL TERMS AND CONDITIONS

## Background to the *contract*

### *You* want to interconnect the *Generating System* (described in clause A.5) (directly or indirectly) with *our distribution system* at the *connection point*, so that it can:

#### operate in parallel with *our distribution system*; and

#### *export* electricity into *our distribution system* at the *connection point* or any *occupant connection point* (with all applicable connection points to be aggregated for the purpose of calculating *exported* electricity), but onlyup to the levels set out in clause A.5.

### Due to the operational arrangements of the *Generating System*, in particular the operation of a low voltage electric line that enables solar sharing to *retail customers* behind their respective *occupant connection points*, *you* may be creating an *embedded network* (as that term is defined under the *energy laws*) that you wish to connect to *our distribution system* so that electricity may be *imported* from *our distribution system* at the *connection point* (as well as enabling the *export* referred to in clause D.1(a)(ii)).

### This *contract* sets out the terms of *our* consent to the above, as well as the terms applicable to the ongoing *connection services*.

## Glossary

Definitions used in this *contract* are set out in clause D.25.

## What documents make up this *contract*?

### This *contract* comprises Parts A (Site specific details), B (Execution clause), C (Technical conditions), D (General terms and conditions) and E (Appendix containing *technical study*).

### This *contract* covers:

#### the initial *interconnection* of the *Generating System*;

#### the ongoing operation of the *Generating System*, including any electricity permitted to be exported from the *Generating System* to *our distribution system*; and

#### the ongoing connection of *your* *Solar Sharing Network* to *our distribution system* and the provision of services to *you* at the *connection point* for the *Solar Sharing* Network, including any electricity permitted to be imported from *our distribution system* into the *Solar Sharing Network*.

### Nothing in this *contract* affects the operation of, or any rights, entitlements and obligations under, any law or *approval* in connection with the *Generating System* or the *Solar Sharing Network*.

### This *contract* does not apply to:

#### the sale of electricity to *you* at the *connection point*, which is covered by a negotiated or deemed contract between *you* and *your retailer*;

#### the connection of a *retail customer* (at its *solar sharing connection point*) to the *Generating System* or the *Solar Sharing Network*;

#### the connection of a *retail customer* to *our distribution system* at an *occupant connection point*;

#### subject to clause D.7(e)(vi), the customer connection services provided directly by *us* to each occupant at an *occupant connection point* (from time to time), to the extent that direct connection to *our* *distribution system* is covered by a negotiated or deemed contract between *us* and them as a *retail customer*; or

#### the sale of any electricity generated by *the Generating System* within the *Solar Sharing Network.*;

#### the supply of electricity by *you* within the *Solar Sharing Network;*

#### the provision of services for the connection, supply and sale of electricity to *retail customers* within the *Solar Sharing Network;* and

#### any other matter concerning the ownership, operation and control of the *Solar Sharing Network* which is the responsibility of *you* as the *Solar Sharing Operator*.

## When does this *contract* start and finish?

This *contract* starts when the *connection offer* is fully executed (as provided for in that offer), and continues until the earliest of:

### any date agreed by both parties;

### the date of termination (including for automatic termination);

### the date *you* advise that the whole of the *Generating System* is no longer *connected* to *our distribution system*;

### if *you* transfer ownership or control of *your* *Solar Sharing Network* to another person – on the date *your* ownership or control ceases (if *you* have not novated this *contract* to the new party); and

### the date that is 10 *business days* after *we* receive notice from *you* or *your* *retailer* notifying *us* that *you* no longer wish to receive a supply of *energy* to the *connection point* for the *Solar Sharing Network* (provided that where *your* *retailer* gives *us* a termination notice but *you* do not give safe and unhindered access to the *connection point for* *your* *Solar Sharing Network* to conduct a final meter reading (where relevant), this *contract* will not end until a final meter reading is carried out).

## Automatic termination

This *contract* will terminate immediately if: [Drafting note: delete sections highlighted in yellow if STNW1170 applies]

### *your Solar Sharing Network* is not *connected* to *our distribution system* at the *connection point for* the *Solar Sharing Network*;

### *we* do not receive:

#### [a satisfactory *compliance report* by the date set out in clause A.8(b)(iii)]; or

#### an *electrical work request* by the date set out in clause A.8(e); or

### [the *compliance report* indicates, or] *we* otherwise become aware, that:

#### the *generating system(s) connected* on *your* side of the *connection point* do not match the details set out in clause A.5. or that the requested *connection* is not of a kind contemplated by this *contract*; or

#### the information in *your connection application* was materially incomplete, false or misleading;

### the *Generating System* *exports* electricity to *our distribution system* at a point other than:

#### the *connection point*;or

#### an *occupant connection point* where an *occupant consent* has been obtained by *you* from the relevant *retail customer* at that *occupant connection point* (from time to time);

### *we* enter into a replacement *contract* with *you* to cover the *connection* of the *Solar Sharing Network* and/or *Generating System*;

### *you* do not hold all the appropriate *authorisations* (or exemptions) to operate the *Solar Sharing Network* or *you* fail to comply with a condition of *your* network exemption;

### *you* fail to comply with clause D.20;or

### if clause D.12(d) applies.

## Consequences of termination

If this *contract* is terminated:

### *our* consent under clause D.7 is immediately withdrawn;

### *we* may *disconnect*, dismantle, decommission and remove any of *our* assets that are relevant to the *connection service*; and

### *you* must immediately and permanently reconfigure:

#### the *generating systems* on *your* side of the *connection point* so that they cannot *interconnect* with *our distribution system*; and

#### the low voltage electric line within the *Solar Sharing Network* so as to prevent solar from being supplied to the *occupant connection points*,

#### and must not allow these to be reconfigured and/or *reconnected* without *our* prior written consent (which will take the form of a new agreement),

and *you* acknowledge that *we* cannot (due to changing conditions on *our distribution system*) guarantee that any capacity set out in clause A.5 will necessarily be approved in respect of any subsequent *connection application*.

## Conditions of consent

### *We* consent to the *Generating System* being installed and *interconnected* with *our distribution system* at the *connection point*, provided that:

#### for the components of the *Generating System* the subject of the *connection application*, the process set out in clause A.8 is completed;

#### *you* perform the *Solar Sharing Operator’s activities* and comply with this *contract* (including, without limitation, the *technical and safety requirements*), each at *your* own risk and expense; and

#### subject to clause D.7(b), electricity must only *export* into *our distribution system* at:

##### the *connection point*; or

##### an *occupant connection point*,provided an *occupant consent* has first been obtained by *you* from the relevant *retail customer* at that *occupant connection point* (from time to time),

##### and provided the aggregated amount of electricity *exported* across the connection points described above is only up to the level set out in clause A.5;

#### no electricity is to be exported into *our distribution system* at an *occupant connection point*, except for those *occupant connection points* where an *occupant consent* has first been obtained by *you* from the relevant *retail customer* (from time to time),and you will ensure the *Generating System* is configured so as to prevent electricity being exported at any other *retail customer's* *occupant connection point* (being a grid connection point); and

#### any *energy storage system* that forms part of the *Generating System* must not be charged by electricity imported from *our distribution system* (either directly through the *connection point* or any *occupant connection point*).

### The parties acknowledge that the *export* of electricity across the *occupant connection points* described in clause D.7(a)(iii)(B) has been included in this *contract* on the sole basis that *you* may not be able to prevent electricity being exported into *our distribution system* at these *occupant connection points* due to the nature and operation of the *Solar Sharing Network* (notwithstanding the *occupant connection points* are grid connection points with no direct generation installed). Therefore, and provided *you*:

#### comply with clause D.20; and

#### ensure appropriate bi-directional metering has been installed at any applicable *occupant connection point*,

#### *we* consent and agree that electricity may be exported into *our distribution system* at the applicable *occupant connection points*. [[DRAFTING NOTE: IF APPROPRIATE INSERT FOLLOWING ADDITIONAL TEXT], provided any electricity across this *occupant connection points* does not exceed [INSERT] (for any single *occupant connection point*).]

### *You* must not *interconnect* the *Generating System* with *our distribution system* except in accordance with this *contract*.

### We consent to the installation and operation of a low voltage electric line to enable solar sharing within the *Solar Sharing Network*, provided that:

#### *you* comply with clause D.20;

#### *you* comply with all relevant requirements and obligations relating to the *Solar Sharing Network* and *Generating System*, including obtaining any applicable *authorisations* (or exemptions) and complying with the conditions of those *authorisations* or exemptions;

#### the installation of the low voltage electric line is not likely to cause a fire or any person to suffer an electric shock; and

#### *you* comply with this *contract* (including, without limitation, the *technical and safety requirements*), at *your* own risk and expense.

### *You* acknowledge and agree that:

#### *our* consent has been given on fair and reasonable terms;

#### *you* are responsible for all costs in connection with the *Generating System*, the *Solar Sharing Network* and *your* obligations under this *contract*, unless otherwise expressly set out in this *contract*;

#### *you* are responsible for providing connection and supply services from the *Solar Sharing System* to each *retail customer* *connected* within the *Solar Sharing Network* at the *solar sharing connection point* as the *Solar Sharing Operator*;

#### *you* must promptly advise *us* of any changes that need to be made to the *occupant connection points* listed in clause A.4, including (but not limited to) where clause D.22(c) applies;

#### *you* warrant that only those *retail customers* at *occupant connection points* described in clause A.4 will be connected through the low voltage electric line and capable of participating in the solar sharing within the *Solar Sharing Network.* For the avoidance of doubt, no other occupants at the *premises* (other than those listed in clause A.4) are to be connected through the low voltage electric line and capable of participating in the solar sharing;

#### notwithstanding that the relevant occupant (from time to time) will be receiving a supply from the *Solar Sharing Network* at their *solar sharing connection point*, they will also (simultaneously) receive a supply of electricity from *our distribution system* at their *occupant connection point*, and as a result:

##### *we* will not include the *occupant connection points* in calculating any charges payable by *you* in respect of the *connection services* under clause D.8(a)(i);

##### *we* will recover any charges that relate to the direct customer connection service *we* provide to an occupant at an *occupant connection point* from them as a *retail customer* in accordance with the *energy laws*; and

##### for the purposes of determining any *technical and safety requirements*, *we* will consider and include the *occupant connection points* as being part of the *Solar Sharing Network*.

### *You* warrant that the information *you* provide in relation to this *contract* is correct and *you* must notify *us* immediately if any information that *you* previously gave *us* stops being accurate, or *you* become aware of any matter or thing that might affect our consent under this clause D.7, any part of the *connection service*, or anything *we* must do under, or in relation to, this *contract*.

## *Connection services* and *your connection point*

### *We* undertake, to provide the *standard control service* of *power transfer capability* across the *connection point* to *you* in accordance with, and subject to, this *contract*, relevant laws (including *energy laws*) and relevant *authorisations*, up to (but not exceeding):

#### for *active power* from the *distribution system* into the *Solar Sharing Network* – the lowest of the capacity set out in clause A.5 and the *network capacity* at that time; and

#### for *active power* from the *Solar Sharing Network* into the *distribution system* – the lowest of the capacity set out in clause A.5 and the *network capacity* at that time.

### *Our* obligations extend down to the *connection point* (as defined by us) and not beyond including into the *Solar Sharing Network. You* are solely responsible for the operation and maintenance of the *Solar Sharing Network* and any party or equipment connected to that *Solar Sharing Network.*

### The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond *our* control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the *distribution system* and the acts of other persons, including at the direction of a *relevant authority.*

## Interruptions

### *We* may interrupt the supply of energy to the *connection point for* *your* *Solar Sharing Network* if permitted under the *energy laws*, including for a *distributor planned interruption* or an *unplanned interruption* or in accordance with the conditions of any applicable tariff or under a contract with *your* *retailer*.

### *We* may make *distributor planned interruptions* to the supply of electricity to the *connection point for* the *Solar Sharing Network* under the *NER* for the following purposes:

#### for the maintenance, repair or augmentation of the *transmission system* or the *distribution system*, including maintenance of metering equipment; or

#### for the installation of a new connectionor a *connection alteration* to another *customer*.

### If *your* electricity supply will be affected by a *distributor planned interruption*, unless *you* agree to a different notice period, *we* will give you at least 4 *business days’* notice of the *distributor planned interruption* by mail, letterbox drop, press advertisement or other appropriate means.

### *We* may interrupt the supply of electricity to the *connection point for* *your* *Solar Sharing Network*in circumstances where *we* consider that a *customer’s* energy installation or the *distribution system* poses an immediate threat of injury or material damage to any person, property or the *distribution system*, including:

#### for unplanned maintenance or repairs;

#### for health or safety reasons;

#### in an *emergency*;

#### as required by a *relevant authority*;

#### to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or

#### to restore supply to a *customer*.

### If an *unplanned interruption* is made, *we* will use *our* best endeavours to restore energy supply to the *connection point* for *your Solar Sharing Network* as soon as possible.

### *We* will make information about *unplanned interruptions* (including the nature of any *emergency* and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24-hour telephone information service.

### *We* may interrupt the supply of *energy* to the *connection point* for *your* *Solar Sharing Network*, after reasonable notice is given*,* in circumstances where *you* refuse to give *us* or *our* *authorised representatives* access at all reasonable times to the *connection point* fo*r* *your* *Solar Sharing Network* to inspect any facilities, equipment or meters located on (in relation to) the *connection point* for *your* *Solar Sharing Network.*

### *You* must make *your* own assessment of whether *you* need (either at the time of entering into this contract or any time during its term) to install equipment or systems to protect *your* facilities from interruptions to supply or fluctuations in the quality or frequency of electricity supply to the *connection point* for *your* *Solar Sharing Network.*

### You must ensure that *you* can conduct a safe shutdown of the facilities at the *connection point* for *your* *Solar Sharing Network* in the event of an *interruption* (whether planned or unplanned) to the supply of energy to the *connection point* for *your* *Solar Sharing Network*.

### *You* agree that the existing and any future system for the provision of *connection services* to the *connection point* for *your* *Solar Sharing Network* may not be designed or constructed to withstand a single *credible contingency event* directly affecting the supply of electricity through the *connection point*. As such, if a single *credible contingency event* occurs, an *interruption* to connection and supply from the supply network may result.

### *You* agree that the existing and any future systems for the provision of *connection services* to (in respect of) the *connection point* for *your* *Solar Sharing Network* may not be designed or constructed to withstand *abnormal conditions* on the supply network.

### Non-performance by *us* of *our* obligations under this *contract* as a result of *abnormal conditions*:

#### is excused to the extent that such performance is prevented or delayed by the *abnormal conditions*; and

#### does not, to that extent, give rise to any *liability* to any party receiving a supply from the *Solar Sharing Network* (whether direct, indirect, consequential or special losses or damages of any kind) arising out of or in any way connected with that non-performance.

## Charges and consideration

### The amounts *you* are billed under *your* contract with your *retailer* include *our* charges for *connection services.*

### We will determine *our* charges for a billing cycle in accordance with the *energy laws.*

### If there are any conditions that are relevant to any tariff or charging category that applies to *you* for the supply of energy to the *connection point* for *your* *Solar Sharing Network*, *we* must advise *your* *retailer* of those conditions.

### *You* must comply with any conditions referred to in clause D.10(c). If you do not comply with the conditions referred to in clause D.10(c), we may change the tariff that applies to *you*.

### Subject to any *energy laws*, *you* are not entitled to receive any payment, credit or offset from *us* under this *contract* in respect of any electricity generated by the *Generating System*.

### The estimated *works charges* payable under this *contract* for the *connection* of the *Generating System* are set out in clause A.6 (note that as these are estimates, the relevant amounts may change).

### *We* will issue tax invoices for any *works charges* that are incurred. If *we* send the invoice to *your retailer*, *your retailer* may recover the relevant charges from *you*. If *we* send the invoice to *you, you* must pay *us* in accordance with the invoice.

## GST

### The amount payable for the *connection* service and any other amounts payable under this *contract* may be stated to be exclusive or inclusive of GST. Clause D.11(b) applies unless an amount payable under this *contract* is stated to include GST.

### Where any amounts paid by you or by us under this *contract* are payments for “taxable supplies” as defined for GST purposes, then, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## *Default* and rights of termination

### If a *default* is committed, *we* suspend *our* consent under clause D.7 in respect of the *Solar Sharing Network* and/or *Generating System*, and may:

#### give *you* a written notice specifying the *default*;

#### either require *you* to de-energise and *disconnect* the *connection point* for the *Solar Sharing Network* and/or *Generating System*,and/or any *solar sharing connection point*, or do this remotely *ourselves* where *we* are able to (including at an applicable *occupant connection point*); and

#### exercise any other remedies that are available to *us*.

### After receiving a *default* notice, *you*:

#### must promptly comply with that notice; and

#### may, within three months of the date of the *default* notice, give *us* evidence that the *default* has been rectified and request *reconnection* of the *connection point* for the *Solar Sharing Network* and/or *Generating System,* and/or any *solar sharing connection point*.

### If *we* receive a request under clause D.12(b)(ii) and are, acting reasonably, satisfied that the *default* has been rectified, *we* will advise *you* that *you* can *reconnect* the *connection point* for the *Solar Sharing Network* and/or *Generating System*, and/or any *solar sharing connection point*.

### If the *connection point* for *the Solar Sharing Network* and/or *Generating System* is de-energised and *disconnected* under this clause D.11 for a period of three months from the date of the *default* notice, this *contract* will automatically terminate upon the expiry of that period.

## Other *disconnection*

*We* may request that *you* isolate the *Generating System* and the *solar sharing connection point(s),* or we may *disconnect* the *connection point* (and the applicable *occupant connection point(s)* that are associated with each *solar sharing connection point*):

### where this *contract* permits;

### if any required *authorisation* or *approval* in respect of the *Solar Sharing Network* and/or *Generating System* is not held;

### *you* do not pay on time any amount due to *us* under this *contract* for the provision of *connection services* (other than an amount which is agreed to be paid on *your* behalf by your *retailer*);

### *you* refuse or fail to give *us* or our *authorised representative* access to the *connection point* to *your* *Solar Sharing Network* (being the *premises*) *in* accordance with any rights of access provided for by the *energy* *laws*;

### a receiver, administrator or liquidator is appointed over any part of *your* undertaking or assets or *you* become unable to, or declare that *you* are unable to pay *your* debts as they fall due;

### your *retailer* requests us to *disconnect* the *connection point* to *your* *Solar Sharing Network* and has notified *us* that it has a right to arrange for *disconnection* under *your* contract with your *retailer*;

### *you* use *energy* supplied to the *connection point* to *your* *Solar Sharing Network* wrongfully or illegally in breach of clause D.17;

### *you* provide false information to *us* or *your* *retailer* such that *you* would not have been entitled to be connected if *you* had not provided the false information;

### *you* do not provide and maintain space, equipment, facilities or anything else *you* must provide under the *energy laws* or this *contract* in order for *us* to provide *connection services*;

### *you* default in the performance of any of *your* other obligations under this *contract* or a *retail customer* fails to comply with the terms of the *occupant consent*, and *we* give *you* a notice specifying the default that has occurred and requiring *you* to cure it (or procure the *retail customer* to cure, where applicable) by a date specified in the notice (which must be not less than 14 days after the notice is given) and *you* do not cure the relevant default by that date;

### for health and safety reasons or in an emergency;

### to undertake *distributor planned interruptions*;

### if required to do so at the direction of a *relevant authority*; or

### in accordance with any other right or entitlement that *we* have to *disconnect* the *connection point* to *Solar Sharing Network* and/or *Generating System* under any lawsor agreements with *you*.

## Notice and warning of *disconnection*

### Except for clauses D.13(m) and D.13(n) which can occur without notice to *you*, *we* may *disconnect* the *connection point* to *Solar Sharing Network* (and *Generating System*) under clauses D.13 only if:

#### *we* have sent *you* a disconnection warning notice that:

##### requires *you* to rectify, within 6 *business days* after the date of issue of the notice, the issue that could lead to *disconnection*; and

##### carries a warning of the consequences of failing to comply with the notice;

#### in relation to safe and unhindered access only, *we* have used our best endeavours to contact *you* to arrange an appointment with *you* for access to *your* *connection point* to *your* *Solar Sharing Network* (being the *premises*) in addition to providing a disconnection warning notice; and

#### *you* fail to comply with the disconnection warning notice within 6 *business days* after the date of issue.

### The *disconnection* of the *connection point* to *your* *Solar Sharing Network* (and *Generating System*) does not limit or waive *your* rights and obligations under this contract arising before *disconnection*, including any of *your* obligations to pay amounts to *us* or *your* *retailer*.

### If *you* have been *disconnected*, *we* must arrange for reconnection of the *connection point* to the *Solar Sharing Network* if, within 10 *business days* of the *connection point* to the *Solar Sharing Network* (and *Generating System*) being *disconnected*:

#### where *your* *retailer* asked for the *disconnection* – *we* are asked by *your* *retailer* to reconnect the *connection point* to the *Solar Sharing Network*; or

#### in other circumstances:

##### *you* ask *us* to arrange for reconnection of the *connection point* to the *Solar Sharing Network*;

##### *you* rectify the matter that led to the *disconnection*; and

##### *you* pay any reconnection charge.

### *We* may terminate this *contract* 10 *business days* following *disconnection* if the requirements in clause D.14(c) are not met.

### If *you* have been *disconnected* and at the time of the request for reconnection:

#### *you* or *your retailer* have made arrangements for payment of the relevant reconnection charge;

#### *you* have complied with *our* requirements under the relevant *energy laws*;

#### the necessary infrastructure to re-energise the *connection point* to *Solar Sharing Network* remains in place; and

#### *you* provide safe and unhindered access to the *connection point* to *Solar Sharing Network*,

*we* must re-energise the *connection point* to *Solar Sharing Network* in accordance with any timeframe specified in the *energy laws*.

### If *we* *disconnect* the *connection point* to the *Solar Sharing Network* (and *Generating System*) where *we* did not have a right to do so, *we* must reconnect the *connection point* to the *Solar Sharing Network* (and *Generating System*) as soon as possible and without charge.

## Ownership

Unless this *contract* states otherwise, any materials, plant, equipment or other items:

### upstream of the *connection point* remain *our* property and under *our* control, and the operation and maintenance of this equipment is *our* responsibility; and

### downstream of the *connection point* (including materials, plant, equipment or other items within the *Solar Sharing Network)* remain *your* responsibility,

except for any metering equipment (the ownership of which is determined under separate lawsand contracts). For the avoidance of doubt, all metering equipment within the *Solar Sharing Network* used to measure the consumption of electricity supplied from the *Generating System* to each *retail customer* at a *solar sharing connection point* is *your* responsibility as the *Solar Sharing Operator*.

## Access

### Under the *energy laws*, you must provide us and our *authorised representatives* (together with all necessary equipment) safe and unhindered access to *your* *Solar Sharing Network* (being the *premises*), including taking appropriate action to prevent menacing or attack by animals at those *premises*, at any reasonable time to allow us to:

#### read, test, maintain, inspect or alter any metering installation which measures electricity usage at the *connection point* to *your* *Solar Sharing Network*;

#### calculate or measure energy supplied or taken at the *connection point* to *your* *Solar Sharing Network*;

#### check the accuracy of metered consumption at the *connection point* to *your* *Solar Sharing Network*;

#### replace meters, control apparatus and other energy equipment of *ours*;

#### connect or disconnect the *connection point* to *your* *Solar Sharing Network* or the *Generating System*;

#### examine or inspect an energy installation at *your* *premises*;

#### inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at *your* *premises*;

#### undertake repairs, testing or maintenance of the *distribution system*;

#### clear vegetation from the *distribution system* including any equipment owned by *us*;

#### take action to determine the appropriate tariff or charging category for the *connection point* to *your* *Solar Sharing Network*; and

#### perform services requested by *you* or *your* *retailer*.

### Written notice of our intention to enter your *premises* is not required if:

#### either *you* or an occupier of *your* *premises* consents;

#### *we* require entry only to read an electricity meter; or

#### *we* require entry in case of *emergency.*

## *Illegal use of energy and interference*

### *You* must not, and *you* must take reasonable steps to ensure others (including *retail customers* within your *Solar Sharing Network*) do not:

#### illegally use *energy* supplied to the *connection point* to *your* *Solar Sharing Network*;

#### cause damage to, interfere with, or carry out work on *our distribution system*, *electricity works*, metering equipment, any equipment relating to the supply of *energy* to, or from, *your* *Solar Sharing Network, our* load control equipment, *our* seals or any wiring or equipment sealed by *us*, except as permitted by *us* or as permitted by law;

#### use the *energy* supplied to the *connection point* to your *Solar Sharing Network* or any *energy* equipment in a manner that:

##### unreasonably interferes with the connection or supply of *energy* to another *customer*;

##### causes damage or interference to any third party; or

##### exceeds the maximum capacity of any of *our* equipment installed at the *connection point* to your *Solar Sharing Network*;

#### use *connection services* provided by *us* in a way that is not permitted by law or this *contract*; or

#### tamper with, or permit tampering with, any meters or associated equipment.

### If *you* do not comply with clause D.16(a) above, *we* may, in accordance with the *energy laws* take any or all of the following actions:

#### estimate the amount of *energy* obtained wrongfully or illegally and estimate *your* demand profile during the relevant period, and take debt recovery action against *you* for that amount;

#### undertake (or agree that *you* undertake) any necessary rectification work at *your* cost; and

#### arrange for the immediate *disconnection* of the *connection point* to *your* *Solar Sharing Network.*

## *Liability*

### *You* indemnify *us* in relation to the costs of rectifying all reasonable direct losses incurred by *us* in connection with:

#### *your* failure to comply with this *contract* including the failure of any third party appointed by you under a third-party arrangement to perform an obligation under this *contract*;

#### the operation of the *Solar Sharing Network* and/or any *generating systems* on *your* side of the *connection point*; and

#### the operation of the *Solar Sharing Network* and/or any *generating systems* in relation to a *solar sharing connection point* (including, but not limited to, any *occupant connection point*) including any *claim* made by a *retail customer* for a *solar sharing connection point* arising from any action or inaction by *you* relating to the operation of the *Solar Sharing Network* and/or any *generating systems*.

### *You* acknowledge and agree that, to the maximum extent permitted by law *we* will not be liable for any *liability* or injury suffered or claimed by *you* or any other person (including any *retail customer* within your *Solar Sharing Network*) in connection with this *contract* or in relation to the installation and operation of the *Solar Sharing Network* or any *generating systems* on *your* side of the *connection point*, and *you* release *us* from any *claims* by *you* in respect of such, except to the extent that this is a result of *our* negligence, bad faith, wilful misconduct, fraud, breach of law or failure to comply with any relevant *approval* or this *contract.*

### *Our* express rights under this *contract* are in addition to any other rights that *we* may have at common law to take action against *you* for any *liability* that *we* suffer as a result of *your* failure to comply with this *contract*.

### If a guarantee under Part 3-2 of the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) or similar law applies to any services *we* provide under this *contract*, *our* liability for breach of such a guarantee is (at *our* election) limited to the replacement of those services, or the carrying out of services, or the payment of the cost of these services.

### To the extent permitted by law, *we* give no condition, warranty or undertaking, and *we* make no representation to *you*, about:

#### the condition or suitability of the proposed *connection*, its quality, fitness for purpose or safety, other than those set out in this *contract*;

#### the condition or quality of any services *we* provide under this *contract*;

#### any inspection *we* may undertake of the *Solar Sharing Network*, *Generating System* or any findings arising out of such inspection; or

#### how the *Solar Sharing Network* or the *Generating System* will operate.

### Notwithstanding any other provision of this *contract*, neither party is liable to the other under, or in connection with, this *contract* or under contract, tort (including negligence) breach of statute or other cause of action at law or in equity for any of the following:

#### any cost, expense, loss or damage of an indirect or consequential nature or that otherwise is not a direct and immediate consequence of the breach;

#### loss of profits, loss of contract, loss of opportunity, loss of goodwill, loss of business reputation, loss of revenue, loss of use of property or loss of production or anticipated savings, or any loss or corruption of data or loss of privacy of communications;

#### increased costs of working or labour costs; and

#### costs of capital or costs of business interruption,

suffered by the other party, however arising, due to any causes including the default or sole or concurrent negligence of a party, and whether or not foreseeable.

### If a party makes a claim against the other party under this *contract* and the first party has contributed to the loss that it has suffered, that party’s entitlement to damages is proportionately reduced.

### Nothing in this *contract* constitutes an approval or warranty about how the *Solar Sharing Network* or *Generating System* operates.

### *Our* obligations in respect of the operation of *our distribution system* are set out in the *energy laws* and *we* are not responsible for any adverse effects on *your Solar Sharing Network* or *Generating System* (or the operation of either of these)that may be caused by:

#### *our distribution system* operating in compliance with *energy laws*; or

#### electrical equipment on *your* side of the *connection point* operating (including, but not limited to, electrical equipment associated with an *occupant connection point*).

### *Our* obligations extend down to the *connection point* (as defined by *us*) and not beyond including not beyond the *connection point* into the *Solar Sharing Network*.

### Nothing in this *contract* varies or excludes the operation of sections 97 and 97A of the *Electricity Act* and 119 and 120 of the *National Electricity Law* (which limit *our* liability in some cases), and any other limitations of *liability* or immunities granted under any law.

## Metering

### The parties acknowledge and agree that the *energy laws* require the transfer of electrical *energy* across the *connection point* and the *occupant connection points*, to be measured in a certain manner, and this process may involve a number of entities (and relevant agreements between those entities).

### If a third party is responsible for the provision, installation or maintenance of any *metering installations* for the *connection point*, *you* must ensure that *we* are kept informed of the identity of that third party.

### Notwithstanding clause D.19(a), *we* may require the installation, maintenance and operation of such electricity meters as *we* reasonably consider necessary in order to comply with regulatory requirements, including any metrology procedures established under the *energy laws* or under Chapter 7 of the *NER*, to ascertain the quantity of electricity supplied to *you* or from the *Generating System* to *our distribution system* (including via the *occupant connection points*). *You* must ensure that access to such electricity meters is maintained at all times.

### *You* may request alternative metering arrangements and, provided they comply with the *energy laws* (including Chapter 7 of the *NER*), *we* may, in *our* discretion, agree.

### *You* acknowledge that *we* are not responsible for metering and metering installations within the *Solar Sharing Network* which measure the consumption of electricity produced by the *generating systems*.

## Occupant Connections

*You* warrant that:

### prior to any *retail customer* at an *occupant connection point* (from time to time) receiving a supply of electricity from the *Solar Sharing Network*, *you* will obtain the written consent and agreement of that *retail customer* to the matters set out in Appendix F (***occupant consent***);

### should a *retail customer* refuse to provide the *occupant consent* (or at any time withdraws or rescinds the *occupant consent*) that *retail customer* will not be permitted to be connected to, or receive a supply of electricity from, the *Solar Sharing Network*;

### *you* must keep a copy of the *occupant consents* with this *contract* and upon request by *us*, immediately provide a copy of the *occupant consents* to *us*; and

### *you* must from time to time advise *us* of the changes contemplated by clause D.22(c);

## Complaints and dispute resolution

### If *you* have a complaint relating to this *contract*, *you* may lodge a complaint with *us* in accordance with *our* standard complaints and dispute resolution procedures, which are available on *our* website ([www.energex.com.au](http://www.energex.com.au)), and *we* will handle any such complaint in accordance with these procedures and relevant *Australian Standards*

### If *you* make a complaint, *we* must respond to *your* complaint within the timeframes in these procedures and inform *you*:

#### of the outcome of your complaint and the reasons for our decision; and

#### that, if *you* are not satisfied with *our* response and *you* are a *small customer*, *you* have a right to refer the complaint to the Energy and Water Ombudsman, Queensland, as follows:

Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au) or [info@ewoq.com.au](mailto:info@ewoq.com.au)

Phone: 1800 662 837

In person: Level 16, 53 Albert Street (8.30 am-5:00 pm)

In writing: P.O. Box 3640 South Brisbane BC QLD 4101

## Amendment

### Subject to clause D.22(c), this *contract* can only be amended, supplemented, replaced or novated by another document signed by the parties.

### If either party reasonably considers that the *technical and safety requirements* are obsolete or inappropriate, that party may notify the other party and the parties must, within six months of notification, use their best endeavours to modify this *contract* appropriately within a further three months of the start of negotiations.

### The parties acknowledge and agree that the *occupant connection point* details described in clause A.4 may be amended from time to time to allow for an *occupant connection point* to be added or removed from the *Solar Sharing Network* arrangement. Upon receiving a notice from *you* detailing:

#### the NMI of the new *occupant connection point* to be added to clause A.4; or

#### the NMI of the *occupant connection point* to be removed from clause A.4,

### clause A.4 of this *contract* will be deemed to have been amended to reflect the change advised in *your* notice.

## Assignment

### *You* must not assign or novate all or part of this *contract*, or transfer the ownership in the *Generating System* to any other person, without *our* prior written consent, which will not be unreasonably withheld, but which will be conditional on the relevant entity assuming *your* obligations under this *contract*.

### *We* may subcontract or assign *our* rights or obligations under this *contract* as *we* determine. If an obligation is placed on *us* to do something under this *contract*, then:

#### *we* are deemed to have complied with the obligation if another person does it; and

#### if the obligation is not complied with, we are still liable to you for the failure to comply with this *contract*.

## General

### (**governing law**)This *contract* is governed by Queensland law and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any relevant appellate courts.

### (**expenses**) Each party must pay its own expenses incurred in connection with this *contract*.

### (**entire agreement**) This *contract* contains the entire agreement between the parties about its subject matter and replaces any previous discussions about that subject matter.

### (**inconsistencies**) For any inconsistencies between this *contract* and other material, subject to clause D.24(e), obligations under the laws prevail over inconsistent obligations in this *contract*, and this *contract* prevails over any other document or agreement between the parties.

### (**compliance with most stringent requirement**) Where different standards are prescribed by the *energy laws*, any document or agreement between the parties, and this *contract*, this is not taken to be an inconsistency, and *you* must ensure compliance with the more stringent of the standards.

### (**cooperation**) Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this *contract*.

### **(privacy)** *We* will comply with all relevant privacy laws and *our* privacy policy (which is available on *our* website ([www.energex.com.au](http://www.energex.com.au))) in relation to your personal information, and you may contact us about this using the relevant contact details set out on our website ([www.energex.com.au](http://www.energex.com.au)).

### **(confidentiality)** *You* must keep this *contract*, and the terms of all dealings with *us* in connection with this *contract*, confidential, and must also comply with any relevant confidentiality provisions in the *energy laws*.

### (**waiver**) Rights may only be waived in writing and signed by the party giving the waiver, and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right. A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again, and the exercise of a right does not prevent any further exercise of that right or of any other right.

### **(non-exclusive rights)** Any right that a person may have under this *contract* is in addition to, and does not replace or limit, any other right that the person may have.

### **(severance)** Any provision of this *contract* that is unenforceable or partly unenforceable is to be severed to the extent necessary and possible to make this *contract* enforceable, unless this would materially change the intended effect of this *contract*.

### **(survival)** Termination or expiry of all or part of this *contract* does not affect clause D.6, any rights that arose before the termination or expiry, or that otherwise relate to any breach or non-observance of this *contract* occurring before termination or expiry, or that relate to this clause and any provisions concerning GST, compliance with laws, liability, indemnity, dispute resolution and confidentiality.

### **(counterparts)** This *contract* may be executed in counterparts (where a counterpart may comprise a copy of this *contract* that has been printed from a facsimile or email transmission), and all executed counterparts constitute one document. A party may rely on a copy of this *contract* that has been executed by another party to the same extent as if it was an original of this *contract* executed by that other party.

### (**electronic signing**) Each party consents to the electronic signing of this *contract* by the other, as provided for in the *connection offer* letter.

### **(authorised representative)** Each person executing this *contract* as an authorised representative declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

## Glossary

Italicised terms (other than references to laws) are defined in this clause or, if not defined in this clause, in the *NEL* or the *NER*.

*accredited installer* means a person who holds a Clean Energy Council accreditation for competence in designing and/or installing *embedded generating units*;

*approval* means:

(a) any agreement, approval, authorisation, authority, certificate, consent, declaration, exemption, filing, licence, lodgement, notarisation, permit, registration or waiver (including any renewal or variation of any of these) issued, granted or approved by a *government agency* or third party (including pursuant to any native title or cultural heritage legislation); and

(b) in relation to anything which will be fully or partially prohibited or restricted by law if a *government agency* intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action;

*authorisations* means any authorisation, licence, authority, permit, registration, consent, filing, declaration, exemption, notarisation or waiver, and any renewal or variation of any of them issued, granted or approved by a *government agency* or third party;

*business day* means a day other than a Saturday, a Sunday or a day that is a public holiday in the place where the thing is to be done;

*claim* includes any claim, action, demand, proceeding or judgment however arising, whether at law or in equity, including any such claim:

(a) under or in connection with this *contract*;

(b) by statute;

(c) in tort for negligence or otherwise, including negligent misrepresentations; or

(d) in restitution for unjust enrichment;

*compliance test* means a test, performed in accordance with the *relevant EG standards*, to ensure that all equipment comprising, and associated with, the *Generating System* (including, without limitation, the relevant protection and control systems) being *interconnected* with *our distribution system* has been installed, and that all electrical *connections* have been made, to meet the requirements of this *contract*, the *technical and safety requirements*, *good electricity industry practice*, relevant *approvals*,relevant *energy laws*, relevant *safety laws* and *our* requirements;

[Drafting note: delete sections highlighted in yellow if STNW1170 applies] [*compliance report* means a report (in a form acceptable to *us*)signed by an *RPEQ* under which the *RPEQ* certifies that the design and operation of the *Generating System* is compliant with this *contract* and the *technical and safety requirements*;]

*connect* means to form a physical link between two electrical networks to permit the flow of electricity through that link;

*connection offer* means an offer by *us* to enter into this *contract* with *you*;

*connection point* means the point at which *your Solar Sharing Network* electrically connects to *our distribution system*, being a *parent connection point*, as described in clause A.4;

*connection services* means a service described under clause D.8(a) at the *connection point*;

*contract* means this document as executed and as amended or supplemented from time to time;

*default* means:

(a) a failure to comply with the terms of this *contract* (including, but not limited to, the *technical and safety requirements* or any of the conditions of *our* consent under clause D.7);

(b) a failure by a *retail customer* to comply with the applicable *occupant consent*; or

(c) any other situation (including, without limitation, any pattern of usage),

that may or will result in any *generating systems* on *your* side of the *connection point* representing a hazard, risk or adverse impact on the safety of any person or the safe and stable operation of *our distribution system*;

*DER Technical Standards* has the meaning given to that term in the *NER*;

*disconnect* means the operation of switching equipment or other action so as to prevent the flow of electricity at a *connection point*;

*distribution system* means *our* electricity distribution network (including relevant connection assets), especially that part of the distribution network to which *your Solar Sharing Network* are *connected*;

*distributor planned interruption* means an interruption of the supply of *energy* for:

(a) the planned maintenance, repair or augmentation of the transmission system;

(b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or

(c) the installation of a new connection or a connection alteration.

*electrical work request* means the form of that name available on *our* website ([www.energex.com.au](http://www.energex.com.au)), that is completed by *your* electrical contractor and certifies that the relevant electrical works have been carried out in accordance with the *technical and safety requirements*;

*embedded generating units* means *generating units* that are *connected* to an electricity distribution network;

*energy laws* means the laws relevant to energy, including (as relevant), the *Electricity Act 1994* (Qld), *Electricity Regulation 2006* (Qld), *NEL, NER, NERL, NERR* and any supplementary codes, guidelines published by the Australian Energy Regulator and instruments (including, without limitation, the *metrology procedures*), as well as the *safety laws*;

*energy storage system* means a system comprising one or more batteries that store electricity generated by *generating system* and that can discharge the electricity to loads;

*energy standards* means any applicable *Australian Standards* (or, where there is no applicable *Australian Standard*, the relevant British or International Standard), applicable codes of practice, the *QECM* and the *QEMM*;

*Energex* means the entity set out in clause A.1;

*export* means the supply of electricity from the *Solar Sharing Network* at the *connection point* or (subject to clause D.7(b)) an *occupant connection point* into *our distribution system*;

*Generating System* means:

### (a) for the purposes of *our* consent under clause D.7, the *generating system* specified in clause A.5; and

### (b) in respect of any obligations on *you*, any *generating systems* that are present on *your* side of the *connection point* that are *interconnected* with *our distribution system*;

*generating system* means a solar inverter energy system comprising one or more *generating units*;

*generating unit* has the meaning given in the *NER* (and, for the avoidance of doubt, includes relevant equipment such as an *inverter*, and also includesbatteries and other energy storage systems);

*good electricity industry practice* means the exercise of that degree of skill, diligence, prudence and foresight that could reasonably be expected from a significant proportion of operators of facilities of the kind similar to the relevant facilities owned or operated by the relevant party in connection with this *contract*, taking into account the size, duty, age, location and technological status of those facilities;

*government agency* means: a government, government department or other similar body; a governmental, semi-governmental or judicial person; or a person (whether autonomous or not) who is charged with the administration of a law;

*import* means the supply of electricity from *our distribution system* to the *connection point* to the *Solar Sharing Network*;

*interconnected* means where a *generating system* is (directly or indirectly) electrically connected to *our* *distribution system* such that the component *generating units* are operating in parallel with *our* *distribution system* (regardless of whether the *generating system* does, or does not, *export* into *our* *distribution system*);

*inverter* means a device that uses semiconductor devices to transfer power between a DC source or load and an AC source or load;

*liability* means any action, charge, *claim*,cost, damage, expense, fine, impost, loss, obligation, penalty, tax or other liability;

*maximum export* means the maximum amount of electricity that may be exported into *our distribution system*, as set out in clause A.5;

*maximum import* means the maximum amount of electricity that may be imported from *our distribution system*, as set out in clause A.5;

*NEL*means the National Electricity (Queensland) Law, as defined in the *Electricity – National Scheme (Queensland) Act 1997* (Qld);

*NER* means the National Electricity Rules under the *NEL*;

*NERL*means the National Energy Retail Law (Queensland), as defined in the *NERL (Qld) Act*;

*NERL (Qld) Act* means the *National Energy Retail Law (Queensland) Act 2014* (Qld);

*NERR* means the National Energy Retail Rules under the *NERL*;

*network coupling point* has the meaning given to that term in the *NER*;

*Network Operator’s activities* means:

(a) the relevant activities set out in clause A.8; and

(b) all items necessary and incidental to the completion of such activities, including obtaining any *approvals* or access rights for such work;

*NMI* means a *national metering identifier*;

*occupant connection points* means each of the occupant connection points as described in clause A.4 that have a direct connection, and receive a direct supply of electricity from, *our distribution system*;

*occupant consent* has the meaning given to that term in clause D.20(a);

*premises* means the premises that comprise the *Solar Sharing Network* as set out in clause A.4;

*QECM* means the Queensland Electricity Connection Manual: Service and Installation Rules, a copy of which is available on *our* website ([www.energex.com.au](http://www.energex.com.au));

*QEMM* means the Queensland Electricity Metering Manual, a copy of which is available on *our* website ([www.energex.com.au](http://www.energex.com.au));

*relevant authority* means any person or body who has the power under law to direct us, including the *AEMO* and State or Federal Police;

*relevant EG standards* means the applicable standards set out in clause A.9;

*retailer* means the entity that holds a *retailer authorisation* and with whom *you* have (or will have) a retail contract for the purchase of electricity at the *connection point* for the *Solar Sharing Network*;

*RPEQ* means an engineer registered with the Board of Professional Engineers under the *Professional Engineers Act* 2002 (Qld) in the area of electrical engineering;

*safety laws* means the laws relevant to safety, including (as relevant), the *Electrical Safety Act 2002* (Qld), *Electrical Safety Regulation 2013* (Qld), *Work Health and Safety Act 2011* (Qld), *Work Health and Safety Regulation 2011* (Qld), *Work Health and Safety (Codes of Practice) Notice 2011* (Qld) and any rules, regulations, instruments and plans;

*SI Portal* means *our* online portal for receiving *electrical work requests*;

*solar sharing connection point* means a point of supply between the *Solar Sharing Network* and each occupant (being an occupant described in clause A.4) that has elected to also receive a supply of electricity from the *Generating System* via the low voltage electric line that is the *Solar Sharing Network*;

*Solar Sharing Network* means the *embedded network* that may be created by the installation and operation of a low voltage electric line to enable solar sharing of the *Generating System* to occupants (behind their *occupant connection points*) within the *premises*;

*Solar Sharing Operator* means the entity set out as such in clause A.1, being the entity responsible for the electricity account at the *Solar Sharing Network connection point*;

*technical study* means *our* evaluation of the effects of *your connection* on *our distribution system* under different operating conditions, which also sets out some parameters for operation of the *EG System*. This is set out in the Appendix;

*technical and safety requirements* means the obligations set out in clause A.9;

*unregulated services* means any services that are not subject to economic regulation under the *NER*; and

*works charges* means the charges payable under this *contract* for the *alternative control services* and *unregulated services*.

## Multiple parties

### If a party to this *contract* comprises more than one person, or a term refers to more than one person, obligations are joint and several, rights are held severally and all other references are to each person separately.

### Unless the context requires otherwise, if *you* are a trustee,

#### a reference to a transaction, asset, act or liability of any nature of *you* includes *your* transactions, assets, acts of liabilities as trustee, and where *you* incur an obligation, *you* incur that obligation both in *your* own right and in *your* capacity as trustee (unless the obligation relates only to an asset which *you* hold in your own right and not as trustee);

#### *you* warrant and represent that:

##### *you* are empowered by *your* trust deed to enter into and perform this *contract* and to carry on the transactions contemplated by this *contract*, and to carry on *your* business as now conducted or contemplated and to own *your* assets, in your capacity as trustee of the trust, and there is no restriction on or condition of *your* doing so; and

##### all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by *your* trust deed for *you* to enter into and perform this *contract*.

### Unless the context requires otherwise, if *you* are a partner in a partnership:

#### a reference to a transaction, asset, act or liability of any nature of *you* includes the transactions, assets, acts of liabilities of the partnership and of each partner of the partnership in their capacity as a partner, and where *you* incur an obligation, each partner also incurs that obligation in their capacity as a partner of the partnership;

#### *you* and each partner represent and warrant that:

##### they are a partner of the partnership;

##### they have the authority of the partnership to execute this contract (if applicable) on behalf of the partnership;

##### the execution of this contract (if applicable) is in the ordinary course of business of the partnership;

##### there is no restriction or limitation on, or derogation from, the rights of indemnity (whether or not arising under the partnership agreement) of the partners and any person authorised to bind the partnership; and

##### any rights of recourse of the partners, or other persons authorised to bind the partnership, against the assets of the partnership are maintained.

## Interpretation

Unless the context otherwise requires, the following interpretation rules apply to this *contract*:

### headings are for convenience and do not affect interpretation;

### a reference to:

#### any law is to that legislation (including subordinate legislation) as amended or replaced;

#### an *energy standard* or *relevant EG standard* refers to that version of the *energy standard* or *relevant EG standard* (respectively) current as at the date of this *contract*;

#### a clause, schedule or appendix is a reference to that part of this *contract*;

#### subject to clause D.27(b)(ii), a document or agreement is to that document or agreement as amended, supplemented, replaced or novated, and includes references to any clause, schedule or appendix within that document or agreement;

#### a party includes a permitted substitute or assignee of that party;

#### a person includes any type of entity or body of persons including any executor, administrator or successor in law of the person;

#### anything (including a right, obligation or concept) includes each part of it; and

#### a day is to a calendar day and a month is to a calendar month;

### a singular word includes the plural, and vice versa;

### examples are not exclusive;

### a reference to 'A$', '$A', 'dollar' or '$' is a reference to Australian currency; and

### if a day on or by which a party must do something under this *contract* is not a *business day*, the person must do it on or by the next *business day*.

# APPENDIX E – TECHNICAL STUDY

[Drafting note: Insert technical study.]

# APPENDIX F – OCCUPANT CONSENT

Prior to any *retail customer* at an *occupant connection point* receiving a supply of electricity from the *Solar Sharing Network*, *you* must obtain the written consent and agreement of that *retail customer* to the matters set out below:

**Occupant Consent and Agreement**

I [INSERT FULL NAME] of [INSERT ADDRESS (INCLUDING UNIT NUMBER)] (NMI: [INSERT]) (***premises***) confirm that:

I am a customer with an existing connection to the distribution network operated by Energex Limited (ABN 40 078 849 055) (***Energex***) for which I receive customer connection services for the import of electricity to my *premises* (***Network Connection***). I am not seeking to alter my *Network Connection* at this time.

In addition to my *Network Connection*, I wish to receive a supply of electricity from the network operated by [INSERT NETWORK OPERATOR NAME AND ABN] (***Solar Sharing Network***).

I acknowledge and agree that:

### for the purposes of the *Solar Sharing Network* I will be receiving a supply of electricity from that *Solar Sharing Network* and *Energex* is not responsible for ensuring the connection of my premises to the *Solar Sharing Network* or the supply of electricity that I receive from the *Solar Sharing Network* (including the quality of that supply);

### by participating in the *Solar Sharing Network* it may impact my direct connection with *Energex* (including, but not limited to, with respect to phase balancing, disconnections and interruptions);

### while I am participating in the *Solar Sharing Network* any right to interrupt or disconnect the *Solar Sharing Network* will also apply to my *premises* (which may require that my *Network Connection* also be disconnected);

### I will not be able to directly install any embedded generating system, (including, but not limited to, solar photovoltaic generators, vehicle-to-grid electric vehicle charger, or batteries) at my *premises*;

### my current agreement with *Energex* for my *Network Connection* only relates to the provision of network services for the import of electricity to my *premises* and that agreement will continue to apply in respect of those services;

### *Energex* may collect and hold my personal information and/or confidential information in respect of my *Network Connection.* As required, and to facilitate my participation in the *Solar Sharing Network*, *Energex* may provide this information to the *Solar Sharing Network* providedthat *Energex* complies with all relevant privacy legislation in relation to mypersonal information (a summary of *Energex’s* privacy policy is available at [www.energex.com.au](http://www.energex.com.au)).

As a result of being simultaneously connected to the *Network Connection* and the *Solar Sharing Network*, a small amount of electricity may flow from the *Solar Sharing Network*, through my *premises* and across my *Network Connection* into the distribution network operated by *Energex.* I acknowledge and agree that while I am receiving a supply of electricity from the *Solar Sharing Network* and provided appropriate bi-directional metering has been installed:

### electricity is permitted to flow from my *premises* across my *Network Connection* into the distribution network operated by *Energex*;

### any electricity that is exported from my *premises* is only due to my connection to the *Solar Sharing Network* and not a generation system connected to my *premises*;

### I am not entitled to receive any payment, credit or offset (including any solar tariff) from *Energex* in respect of any electricity exported from my *premises* into the distribution network operated by *Energex*; and

### a solar tariff is not applicable for my *Network Connection* as there is no small photovoltaic generator connected to my *premises*.

|  |
| --- |
| [Signed by the [FULL NAME OF OCCUPANT]] |