

CitiPower
Model Standing Offer for Basic
Connection Services for Retail
Customers who are micro
embedded generators
1 January 2017
(Updated 1 December 2017)

Version control

Version	Comment
1.0	Published 1 July 2016
1.1	AER approved, published 1 January 2017
1.2	AER approved, published 1 December 2017

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1 Overview

1.1 Introduction

This introduction section, together with Parts A, B and C and Attachments 1 and 2, together form the '**terms and conditions**' that relate to the provision of **CitiPower micro embedded generator basic connection services** (which are the services referred to in Part A and described in Attachment 1 at the back of these **terms and conditions**).

More information about **CitiPower micro embedded generator basic connection services**, and other matters, is on our website at www.citipower.com.au.

In these **terms and conditions**:

- the meaning of words appearing like **this**, as well as some other definitions, are explained in clause 2 of Part B;
- references to 'we', 'us' or 'our', are references to **CitiPower** in its role as an electricity distributor or metering coordinator (as the case may be); and
- references to 'you' or 'your', are references to the **retail customer** by whom, or on whose behalf, your **connection application** for a **CitiPower micro embedded generator basic connection service** was made.

These terms and conditions APPLY as part of a contract between you and us for the provision of a **CitiPower micro embedded generator basic connection service** where:

- (a) we have received a properly completed **connection application** from you or your agent; and
- (b) we are satisfied that the **connection application** is for a **CitiPower micro embedded generator basic connection service**; and

in your **connection application** EITHER:

- (c) you, or your agent, requested an expedited **connection** and indicated acceptance of these **terms and conditions**, and we did not advise you within 10 **business days** of receiving your **connection application** that a **CitiPower micro embedded generator basic connection service** is not the appropriate connection service; or
- (d) you did not request an expedited **connection**, so we made a written **connection offer** to provide you with a **CitiPower micro embedded generator basic connection service** in accordance with these **terms and conditions**, and that **connection offer** has been properly accepted by you.

These terms and conditions DO NOT APPLY:

- To the ongoing connection of your **premises** to our electricity distribution system, or the supply of electricity to those **premises**. Those are matters that are dealt with in a separate contract with us which is the Deemed Distribution Contract, a copy of which is available on our website, www.citipower.com.au.
- Alternatively, you can contact us for a hard copy of the Deemed Distribution Contract.

OR

- To the sale of electricity to your **premises**. That is dealt with in a contract between you and your electricity retailer. We are not an electricity retailer.

2 PART A

Part A describes the CitiPower micro embedded generator basic connection services and the connection charges payable for them.

2.1 Micro embedded generator basic connection services

2.1.1 What are the CitiPower micro embedded generator basic connection services?

The services that we provide under these **terms and conditions** are described in Attachment 1 at the back of these **terms and conditions**.

In that Attachment you will find a description of the **CitiPower micro embedded generator basic connection service**.

The **CitiPower basic connection service** is provided by CitiPower in its role as the electricity distributor and, where nominated by the retailer as the metering coordinator, we will also provide the additional metering services.

2.1.2 What are the Connection Charges payable for CitiPower micro embedded generator basic connection services, and are there any other charges that may be payable?

The amount of the **connection charges** for each of the **CitiPower micro embedded generator basic connection services** is set out in the CitiPower General Service Charge Pricing Schedule which is updated annually.

You will find the CitiPower General Service Charge Pricing Schedule on our website at <https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/>

In some circumstances, you may also be required to pay charges to us that are not **connection charges**. Those circumstances, and details of those charges, are referred to in Attachment 3 at the back of these **terms and conditions**.

3 PART B

Part B contains the general terms and conditions that apply to CitiPower micro embedded generator basic connection services.

3.1 General terms and conditions

1. The Contract between you and us

- (a) The contract that exists between you and us in the circumstances described on the first page under the heading 'Introduction', is referred to in these **terms and conditions** as the '**contract**'.
- (b) The **contract** consists of:
 - (i) your **connection application**, these **terms and conditions**, and any other documents or materials referred to by us in your **connection application** or in these **terms and conditions**; and
 - (ii) if you did not request an expedited **connection**, it also consists of the offer that we made to you and your acceptance of that offer.

2. Definitions

- (a) Any words appearing like **this** in these **terms and conditions**:
 - (i) which are given meanings in clause 2(b) below, have those same meanings; or
 - (ii) which are not given meanings in clause 2(b) below, have the same meanings as they have in the National Electricity Rules. You can find those rules at www.aemc.gov.au/Electricity/National-Electricity-Rules/Current-Rules.html.

- (b) In these **terms and conditions**:

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

Consequential Loss is defined in clause 6.3(a).

contract is defined in clause 3.1.

Deemed distribution contract is defined in clause 6.2(a)(ii).

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

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

premises means the premises described in your **connection application**.

CitiPower means CitiPower Pty Ltd ABN 76 064 651 056.

CitiPower micro embedded generator basic connection service means a basic micro embedded generation (EG) connection service of a type referred to in Part A and described in Attachment 1 which relates to a micro embedded generator of not greater than 5kW for single phase or 30 kW for three phase.

micro embedded generator means an **embedded generating unit** of the kind contemplated by Australian/ New Zealand Standard 4777(Grid connection of energy systems via inverters).

terms and conditions is defined in the 'Introduction' section.

3. Term of the contract

- 3.1 When does the **contract** start?

- (a) If the **contract** is formed by the process described in paragraphs (a), (b) and (c) on the first page under the heading 'Introduction', it starts on the date that we receive your properly completed **connection application**.
- (b) If the **contract** is formed by the process described in paragraphs (a), (b) and (d) on the first page under the heading 'Introduction', it starts on the date that we receive your acceptance of our **connection offer** to provide you with a **CitiPower micro embedded generator basic connection service** to be determined by us under clause 4.1(b).

3.2 When does the **contract** end?

- (a) Unless clause 3.2(b) applies, the **contract** ends:
 - (i) when we complete the **CitiPower micro embedded generator basic connection service**; or
 - (ii) at the time we advise you that a **CitiPower micro embedded generator basic connection service** is not the appropriate **connection service** (which, if that is the case, we will do so within 10 **business days** of receiving your properly completed **connection application**).
- (b) We have the right to terminate the **contract** before the **CitiPower micro embedded generator basic connection service** is started (or has been completed) if you fail to meet any of your obligations under the **contract**.

4. What we will do under the contract

4.1 Provide a **CitiPower micro embedded generator basic connection service**

- (a) Under the **contract**, we agree to provide you with the **CitiPower micro embedded generator basic connection service** determined by us under clause 4.1(b), unless:
 - (i) we exercise a right we have under a clause in these **terms and conditions** to not provide that service; or
 - (ii) we are required by any applicable law, or exercise a right we have under any applicable law, to not provide that service.
- (b) The particular **CitiPower micro embedded generator basic connection service** that we will provide, is the **CitiPower micro embedded generator basic connection service** that we, in our absolute discretion (but acting reasonably), consider to be the most appropriate in the circumstances. If we become aware that a **CitiPower micro embedded generator basic connection service** is not the appropriate **connection service** for you, then we will advise you of that within 10 business days after receiving your completed connection application and will negotiate with you the terms on which we will provide a **connection service**.

4.2 The nature of the **connection** we will provide

- (a) Attachment 1 at the back of these **terms and conditions** sets out for each **CitiPower micro embedded generator basic connection service**, a description of:
 - (i) the **connection** (being the physical link between our electricity distribution system and the premises); and
 - (ii) any **premises connection assets** (being components of our electricity distribution system used to provide the service and of which we retain ownership).
- (b) The maximum capacity of the **connection** for a **CitiPower micro embedded generator basic connection service** is 5kW for single phase and 30 kW for three phase.

4.3 When we will start and finish the **CitiPower micro embedded generator basic connection service**

(a) We will:

(i) start providing the relevant **CitiPower micro embedded generator basic connection service** to you; and

(ii) complete that service within,

the timeframes we agree with you or, in the absence of such an agreement, within the timeframes set out in the Electricity Distribution Code, provided you have met all of the pre-conditions and your other obligations under the **contract**.

(b) Despite clause 4.3(a), we will have the right to delay the commencement, or completion, of a **CitiPower micro embedded generator basic connection service** due to a **force majeure event**, for as long as that event continues.

(c) Again, despite clause 4.3(a), if, at any time after the **contract** starts, we become aware of any information or circumstance which, had we known of it before the **contract** was created, would have resulted in us not entering into the **contract** with you, then we will be entitled to take such reasonable actions as we consider to be appropriate in the circumstances.

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

4.4 Other things we will do

In addition to the actions described above in this clause 4, we also agree to:

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

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

5. What you must do before we will provide a **CitiPower micro embedded generator basic connection service**

5.1 Provide us with all information we need

(a) You must give us:

(i) all information about any risks, hazards or other actual or potential concerns that could impact in any way on the nature, cost or timing of any aspect of any **CitiPower micro embedded generator basic connection service** or the **premises**, as early as possible before we commence a **CitiPower micro embedded generator basic connection service**; and

(ii) all other information that we may reasonably require at any time for the purposes of the **contract**.

(b) You must also notify us immediately if:

(i) any information that you have previously provided to us is no longer accurate in any respect; or

(ii) you become aware of any matter or thing that might affect in any way:

(A) the nature, cost or timing of any aspect of the **CitiPower micro embedded generator basic connection service** that we are to provide under the **contract**; or

(B) anything else we are required to do under the **contract**.

(c) All information you give us must be correct, and you must not mislead or deceive us in relation to any information provided to us.

5.2 Carry out preliminary work and satisfy pre-conditions

(a) We will not be required to start a **CitiPower micro embedded generator basic connection service** for you unless you have first had your **micro embedded generator** installed by a licensed electrical contractor lawfully permitted to do such work and:

(i) properly carried out the preliminary work (if any) at or near the **premises** that we require to be carried out before we will perform the relevant **CitiPower micro embedded generator basic connection service**; and

(ii) satisfied each other pre-condition required to be satisfied before we will perform a **CitiPower micro embedded generator basic connection service**.

(b) The preliminary work that must be carried out by you, or on your behalf, and the pre-conditions that you must satisfy, are described in Part C.

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

(a) You must allow us, and our authorised representatives and subcontractors to have access to the **premises**, the surrounding land and all improvements on the land at all times we require so that we can:

(i) carry out an inspection (if we choose to do one), including in relation to your electrical installations to determine load classifications and to ensure they are safe to connect, or reconnect, your **micro embedded generator**;

(ii) install, repair, replace or remove our electricity meters, control apparatus and other electrical installations associated with your **micro embedded generator**;

(iii) disconnect the **micro embedded generator** for safety or due to your non-compliance with the contract; and

(iv) otherwise provide a **CitiPower micro embedded generator basic connection service**.

The access you provide must be safe and unhindered, and includes you taking all appropriate action to prevent menacing or attack by animals whenever we, our authorised representatives or subcontractors attend at, or near, the **premises**. If you do not provide such access, we will not be required to provide a **CitiPower micro embedded generator basic connection service**.

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

5.4 Compliance with safety and technical requirements and the Victorian Service Installation Rules generally

(a) You, and the licensed electrical contractor engaged by you, must comply with:

(i) the requirements of Australian Standard 3000 – Wiring Rules, Australian Standard 3008 – Electrical Installations: Selection of Cables and Australian/ New Zealand Standard 4777– Grid connection of energy systems via inverters;

- (ii) those parts of the Victorian Service Installation Rules that apply in relation to a **CitiPower micro embedded generator basic connection service**, including all those parts which describe, or set out, our safety and technical requirements;
 - (iii) the technical requirements set out in the Electricity Safety Act 1998 (Vic) and associated regulations made under that Act; and
 - (iv) any reasonable requirement we make in relation to the installation of additional equipment on, or in connection with, your **micro embedded generator** that we specify as necessary to ensure the safe and reliable operation of our electricity distribution system.
- (b) We will not be required to provide a **CitiPower micro embedded generator basic connection service** unless you comply fully with the requirements of clause (a).
- (c) The Victorian Service Installation Rules are located on our website at <https://www.citipower.com.au/working-with-us/suppliers/service-installation-rules/>, and may be amended by us from time to time.

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

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

- (a) ensure that the **micro embedded generator** complies with the requirements of Australian/ New Zealand Standard 4777(Grid connection of energy systems via inverters), and that the **micro embedded generator** and all related equipment essential to the function of that electricity generating unit as a single entity, is connected in accordance with Australian Standard 3000 (Wiring Rules);
- (b) ensure that there is installed and operational at all times, equipment that will automatically disconnect the **micro embedded generator** if, at any time, electricity in excess of 258 volts is generated by the **micro embedded generator**;
- (c) ensure the **micro embedded generator** is inspected and maintained in accordance with the manufacturer's instructions and specifications by an appropriately qualified person, with a view to ensuring that it remains safe and functional;
- (d) if there are no applicable manufacturer's instructions and specifications for the purposes of clause (a), ensure the **micro embedded generator** is inspected and maintained by an appropriately qualified person:
 - (i) within at least 3 years after the date of its installation; and
 - (ii) within at least 3 years after each previous inspection;
- (e) if the result of an inspection carried out in accordance with clause 5.5(a) or clause 5.5(d) is that there is a lack of functionality of the safety features of the **micro embedded generator**:
 - (i) immediately disconnect, or arrange for the disconnection of, the **micro embedded generator** from our distribution system; and
 - (ii) not reconnect, or arrange for the reconnection of, the **micro embedded generator** to our distribution system until the lack of functionality has been rectified;
- (f) provide us, upon request with the results of any inspections carried out in accordance with clause 5.5(a) or clause 5.5(d);

- (g) comply with all reasonable directions we give you regarding the maintenance and inspection of the **micro embedded generator**;
- (h) ensure that any electrical work performed on or in relation to the **micro embedded generator** is undertaken by an electrical contractor licensed pursuant to the Energy Safe Victoria Electricity Safety Act 1998 and lawfully permitted to do such work, and make a copy of any relevant certificates of compliance available to us (if we require them);
- (i) seek our pre-approval in writing prior to altering the **micro embedded generator** capacity or, if applicable, any approved export limit amount so that we can assess the ability of our distribution system, and your connection to our distribution system, to meet any additional requirements arising from that alteration;
- (j) ensure that any component of the **micro embedded generator** that is replaced at any time, is compliant with the requirements of the contract and any export capacity as approved by us in the pre-approval process;
- (k) ensure that the **micro embedded generator** complies with the additional technical and operating requirements set out in Attachment 2 at the back of these terms and conditions; and
- (l) comply with any reasonable requirement we make in relation to the installation of additional equipment, specifically batteries, on or in connection with the **micro embedded generator** that we may specify as being necessary to ensure the safe and reliable operation of our distribution system.

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

- (a) In order for you to have the ability to export electricity into our distribution system from the **premises**, you must have installed at your **premises**, at all times, an electricity meter which measures both the import and export of electricity.
- (b) The connection of the **micro embedded generator** to our distribution system at your **premises** is subject to fluctuations and interruptions from time to time which may affect your ability to export electricity into our distribution system for a variety of reasons and, therefore you acknowledge and agree that:
 - (i) we are unable to, and do not, represent, warrant or guarantee that you, or any person who subsequently acquires the **micro embedded generator**, will be able to export electricity into our distribution system at any time; and
 - (ii) such fluctuations or interruptions may damage the **micro embedded generator** or cause it to malfunction.
- (c) You release and forever discharge us from and against any loss, cost, damage, expense or liability that you may incur which arises out of, or in relation to any:
 - (i) inability to export electricity into our distribution system at any time; and
 - (ii) malfunction of, or any damage to, the **micro embedded generator** that arises out of, or in relation to, any fluctuations or interruptions from time to time in the connection of the **micro embedded generator** to our distribution system, except where that malfunction or damage is caused by our negligence or bad faith.
- (d) You agree to indemnify us on demand and hold us harmless from and against any loss, cost, damage, expense or liability that you incur and which, despite clause 5.6(b) or clause 5.6(c), you seek to, or do, recover from us.

- 5.7 Pay the **connection charges** for the **CitiPower micro embedded generator basic connection service**, and pay any other applicable charges
- (a) We will send the invoice for the **connection charges** to your electricity retailer or nominated authorised representative. The retailer may recover those charges from you.
 - (b) Part A describes where you will find the amount of the **connection charges** that apply to each **CitiPower micro embedded generator basic connection service**, or how those **connection charges** are calculated.
 - (c) Attachment 3 at the back of these **terms and conditions** describes other charges (and where you will find the amount of them) that we are entitled to charge, and the circumstances in which they will be payable by you. If any of those charges are payable by you, we will send your retailer or nominated authorised representative an invoice for the amount payable.

6. Our liability

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

- (i) the **contract** does not apply to the ongoing connection of your **premises** to our electricity distribution system or to the supply of electricity to those **premises**; and
 - (ii) the ongoing connection of your **premises** to our electricity distribution system and the supply of electricity to those **premises**, are governed by a separate contract that you have with us (**Deemed Distribution Contract**); and, accordingly
- (b) the liability (if any) that we may have to you in relation to any losses you may suffer because of:
- (i) problems with the quality of supply of electricity to your **premises** (such as power surges and drops); or
 - (ii) interruptions to or failures of the supply of electricity to your **premises**; or
 - (iii) problems with the ongoing connection of your **premises** to our electricity distribution system; or
 - (iv) any other matter that is the subject of, or is dealt with by, the **Deemed Distribution Contract**, is governed solely by the **Deemed Distribution Contract**, and we will not have any liability to you under the **contract** in relation to any of those matters.

6.3 No liability by us for indirect or consequential losses

To the maximum extent permitted by law, and despite any other provision of the **contract** (except for clause 6.2(b)), we are not liable to you or anyone else for any:

- (a) loss of production, revenue, profit, business, goodwill, opportunity, contract, or anticipated savings, or any loss or corruption of data or loss of privacy of communications; or
- (b) indirect, special or consequential loss, cost, damage, or expense, (**Consequential Loss**) that arises because of any act or omission by us or our authorised representatives or subcontractors in carrying out, or failing to carry out, a **CitiPower micro embedded generator basic connection service** or any other obligation of ours under the **contract**.

6.4 No liability by us for solar schemes

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

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

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

6.5 Survival

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

7. Your liability

7.1 Matters for which you are liable to us

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

- (a) the operation of the **micro embedded generator**;
- (b) any representation or promise made by you, or on your behalf, to any person who acquires the **micro embedded generator**, as to that person's eligibility, or lack of eligibility, for, or the amount of, any rebates, tariffs or other benefits payable or allowable under any Victorian or national scheme relating to **micro embedded generator** (including the Victorian solar feed-in tariff scheme);
- (c) the use of electricity which has passed from our distribution system beyond the point of your connection to our distribution system;
- (d) you or your employees', agents' or contractors' failure to comply with any of your obligations under the **contract**; or
- (e) you or your employees', agents' or contractors' negligent or reckless acts or omissions.

7.2 No liability by you for indirect or consequential losses

- (a) Subject to clause 7.2(b), but despite any other provision of the **contract**, you are not liable to us for any **Consequential Loss** that arises because of any act or omission by you in relation to a **CitiPower micro embedded generator basic connection service** or any other obligation of yours under the **contract**.
- (b) You are liable to us for any **Consequential Loss** that arises as a result of you failing to comply with any of your obligations under clause 5.5.

8. Disconnection of the micro embedded generator

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

- (a) if, at any time, electricity in excess of 258 volts is generated by the **micro embedded generator**; or
- (b) if you breach a provision of the **contract** and:
 - (i) if we consider the breach is capable of being remedied, you do not remedy the breach within **7 business days** of receiving written notice from us requiring you to do so; or
 - (ii) if we consider the breach is not capable of being remedied and we consider the breach to represent a hazard or risk to the distribution system, our employees, or any other person; or
 - (iii) if we are entitled, or required to do so, under any applicable law.

9. Termination of the contract

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

- (a) if you breach a provision of the **contract**, we consider that breach is capable of being remedied, and you do not remedy that breach within **7 business days** of receiving written notice from us requiring you to do so; or
- (b) if you breach a provision of the **contract**, we consider that breach is not capable of being remedied, and we consider the breach to represent a hazard or risk to our distribution system; or
- (c) if a third party acquires the **micro embedded generator** from you.

10. Complaints and dispute resolution

- (a) If you have a complaint relating to the **contract**, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

- (b) Our standard complaints and dispute resolution procedures are published on our website at <https://www.citipower.com.au/contact-us/customer-feedback/>.

11. General

11.1 Our obligations

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

11.2 GST

- (a) The amount payable for a **CitiPower micro embedded generator basic connection service** and any other amounts payable under the **contract**, may be stated to be exclusive or inclusive of **GST**. Clause 11.2(b) applies unless an amount payable under the **contract** is stated to include **GST**.
- (b) Where an amount paid by you or by us under the **contract** is payment for a 'taxable supply' as defined for **GST** purposes then, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the recipient of that taxable supply.

11.3 Privacy of personal information

- (a) We will comply with all relevant privacy legislation in relation to your personal information.
- (b) You can find a summary of our privacy policy on our website.
- (c) If you have any questions, you can contact us. Contact details of which can be found on our website, www.citipower.com.au.

11.4 Notices

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

11.5 Accrued rights and obligations

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

11.6 Applicable law

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

4 PART C

Part C - Preliminary works and other pre-conditions that must be satisfied by you for a CitiPower micro embedded generator basic connection service to be provided.

4.1 Pre-conditions

You must satisfy the following pre-conditions:

- (a) either:
 - (i) your **premises** must already be connected to our distribution system; or
 - (ii) we have agreed that we will connect your **premises** to our distribution system;
- (b) you must have engaged an accredited installer (full or provisional) for the design and installation of the **micro embedded generator** (where an 'accredited installer' is a person who holds a Clean Energy Council accreditation which covers competence in design and/or installation of **micro embedded generators**);
- (c) you must not have any outstanding debts to us relating to the **premises** or to any other premises (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been agreed with us);
- (d) your **micro embedded generator** must comply with the requirements of Australian/ New Zealand Standard 4777(Grid connection of energy systems via inverters), and have been connected in accordance with Australian Standard 3000 – Wiring Rules;
- (e) you must have completed (and we must have approved) any additional documentation that we require that applies to the connection of a **micro embedded generator**, including our **micro embedded generator** pre-approval process;
- (f) must only install a **micro embedded generator** at or below the maximum capacity approved in the pre-approval process or, in the case of an export limited inverter, set the export amount at the approved amount in the pre-approval process; and
- (g) any electrical work performed on, or in relation to, your **micro embedded generator** must have been undertaken by a licensed electrical contractor lawfully permitted to do such work, and you must have made a copy of all relevant certificates of compliance available to us (if we require them).

5 Attachment 1

Attachment 1 provides details of the CitiPower micro embedded generator basic connection services.

5.1 Overview of micro embedded generation connections

There are two categories of *CitiPower micro embedded generator basic connection services*, as follows:

1. New connection of premises, including the connection of a *micro embedded generator*
2. Connection of a *micro embedded generator* to premise with an existing connection

5.2 New connection of premises, including the connection of a micro embedded generator

5.2.1 New connection

If you require a new connection of a premises, please follow the new connection process and refer to the CitiPower Model Standing Offer for Basic Connection Services for Retail Customers who are not *micro embedded generators*.

This is found on our website: www.citipower.com.au.

5.2.2 Micro embedded generation connection

For the connection of the *micro embedded generator*, you need to complete the following process:

Step 1: Complete a solar photo voltaic (PV) pre-approval process using eConnect

All solar PV systems require a pre-approval before final application for connection.

When a solar PV generator is proposed to be installed at a premise and the aim is to generate electricity that is transferred back into the electricity distribution network, approval is required before the solar PV generator can be connected.

The pre-approval process checks the capacity of the electricity distribution transformer servicing the premises to ensure the solar PV-generated export does not exceed the electricity distribution transformer limits for connected embedded generation. Exceeding these limits results in impacts to the quality of supply of the electricity distribution network and therefore impacts all customers attached to the electricity distribution transformer.

This step is generally performed by your Registered Electrical Contractor (REC) on your behalf using the eConnect portal: <https://econnect.portal.powercor.com.au/customer/loginpage>

Step 2: Following the successful completion of the solar pre-approval, contact your electricity retailer and discuss your solar feed in tariff options.

Step 3: After the installation of the PV system, complete the connection application request using eConnect. Alternatively, once the PV system has been completed, CitiPower must be advised of the installation by a registered electrical contractor submitting a request using eConnect.

Step 4: Your retailer will send a business to business (B2B) service order for the connection of the *micro embedded generator* to CitiPower.

Step 5: Your new smart meter will be remotely reconfigured.

Step 6: The charge for the remote reconfiguration of your smart meter will be sent to your retailer who may recover this charge from you.

5.3 Connection of a micro embedded generator to premise with an existing connection

If you would like to connect a **micro embedded generator** to your existing connection, please follow steps 1 – 4 in section 5.2.2 above.

5.3.1 Smart meter installed

If your premise already has a smart meter installed, the smart meter will be remotely reconfigured.

The remote reconfiguration charge will be sent to your retailer who may recover this charge from you.

5.3.2 Accumulation meter installed

If your premise does not have smart metering installed, the meter will need to be updated to a smart meter (also known as an AMI Meter).

CitiPower is obliged to install a bi-directional electricity meter at any site with an embedded generator operating in parallel with our grid under clause 7.3.1(a)(7) of the National Electricity Rules.

The AMI Meter (Smart Meter) is the only compliant bi-directional meter CitiPower has available to install that is compliant with its obligations under the National Electricity Rules.

The installation of a smart meter is not classified as a ‘basic connection service’ and hence is not covered by this Model Standing Offer for Basic Connection services for Retail Customers who are **micro embedded generators**.

There is no charge for the installation of the smart meter.

Following the installation of the smart meter, your smart meter will be remotely reconfigured. The remote reconfiguration charge will be sent to your retailer who may recover this charge from you.

5.4 Connection of a micro embedded generator to premise with a smart meter

Table 5.1 Connection of a micro embedded generator to a premise with a smart meter

Category	Service Type	Service Description	Applicable Charge – where we are the metering coordinator
Single phase	Reprogram meter	<p>Reprogramming of an existing smart meter that is able to be reprogrammed for import/export, and allowing the connection of your micro embedded generator at a ‘connection point’ determined by us between the premises and our distribution system to allow the flow of electricity from the premises through the connection point.</p> <p>Notes:</p> <ul style="list-style-type: none"> • If you do not have a smart meter, a meter replacement will be required to be installed prior to the connection of the micro embedded generator • The micro embedded generation must not be greater than 5 kW with the actual size being determined by the pre-approval process 	<p>Charge applicable: Remote meter configuration</p> <p>Refer to the CitiPower General Service Charge Pricing Schedule: https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/</p>
Three phase	Reprogram meter	<p>Reprogramming of an existing smart meter that is able to be reprogrammed for import/export, and allowing the connection of your micro embedded generator at a ‘connection point’ determined by us between the premises and our distribution system to allow the flow of electricity from the premises through the connection point.</p> <p>Notes:</p> <ul style="list-style-type: none"> • If you do not have a smart meter, a meter replacement will be required to be installed prior to the connection of the micro embedded generator • The micro embedded generation must not be greater than 30 kW in total for a customer connected to three phase, with the actual size being determined by the pre-approval process 	<p>Charge applicable: Remote meter configuration</p> <p>Refer to the CitiPower General Service Charge Pricing Schedule: https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/</p>

Source: CitiPower

6 ATTACHMENT 2

Attachment 2 provides details of the additional technical and operational requirements you must comply with.

6.1 Additional technical and operation requirements

6.1.1 Design and installation

The design, installation, operation and repair of the *micro embedded generator* must comply with:

- a) AS/NZS 4777 – Grid Connection of Energy Systems via Inverters;
- b) AS/NZS 3000 – Wiring Rules;
- c) AS/NZS 3008 – Electrical installations – Selection of cables;
- d) AS/NZS 5033 – Installation of Photovoltaic (PV) Arrays (if applicable); and
- e) all other applicable Australian Standards/Codes of Practice, current as at the date of installation.

6.1.2 Grid and customer protection requirements

Network supply matching

The *micro embedded generator's* output voltage, frequency and waveform must match that of our distribution system such that any distortion of these parameters is within acceptable limits. You must operate the *micro embedded generator* so that there is no appreciable reduction in the safety and quality of supply to other users of our distribution system or risk of damage to apparatus belonging to other users of our distribution system or us.

Grid protection

The protection elements of the Inverter (which is the device that forms part of the *micro embedded generator* which uses semi-conductor devices to transfer power between a DC source and an AC source or load) must comply with AS/NZS 4777 (Grid Connection of Energy Systems via Inverters) to ensure:

- a) disconnection of the Inverter from our distribution system in the event of a loss of supply;
- b) the Inverter is operating within acceptable operating parameters; and
- c) the Inverter is prevented from energising a de-energised circuit.

Multiphase systems

- a) Three phase Inverters must be configured to ensure reasonably balanced output to all phases at all times whilst connected to our distribution system. All three phases of the Inverter must simultaneously disconnect from, or connect to, our distribution system in response to protection or automatic controls (eg anti islanding trip and subsequent reconnection).
- b) Where multiple single phase Inverters are connected to more than one phase, the Inverters must be interlocked and configured to behave as an integrated multiphase Inverter providing a reasonably balanced output to all connected phases at all times whilst connected to our distribution system. Alternatively, where Inverters cannot be interlocked by internal controls, the installation must be protected by a phase balance relay which must immediately isolate the Inverter in the absence of reasonable balance. The Inverters must be physically prevented from operating independently and all installed Inverters must simultaneously disconnect from, or connect to, our distribution system in response to protection or automatic controls (e.g. anti-islanding trip and subsequent reconnection).

- c) We may, in writing, waive the requirement for full compliance with the preceding paragraph in our absolute discretion.
- d) Note that for **micro embedded generators**, the maximum allowable difference in current between any two phases must be no greater than 20 amps for the system to be considered reasonably balanced.

Voltage and frequency ranges of operation

The Inverter and customer installation must be designed, installed, and maintained in a manner that ensures that the maximum steady state voltage at any socket outlet or fixed equipment (other than the Inverter) within the installation complies at all times with the requirements of Australian/ New Zealand Standard 4777 (Grid connection of Energy Systems via Inverters).

The following specific voltage and frequency settings must be programmed into the Inverter:

a) Voltage:

Where the Inverter has a maximum voltage limit for sustained operation (based on averaged measurements over periods ten minutes or less), this parameter must be set no higher than 258 volts (V). If the Inverter does not have a maximum voltage limit for sustained operation setting, the anti-islanding maximum voltage trip point (based on a short term measurement) must be set to a low enough voltage depending on the installation characteristics, to ensure compliance. Failure to design for this requirement may expose appliances and fixed equipment to potentially damaging voltages.

b) Frequency:

- (i) Minimum frequency trip point (Fmin) is 47 Hz.
- (ii) Maximum frequency trip point (Fmax) is 52 Hz.

If voltage and/or frequency falls outside the set limits, the **micro embedded generator** must be automatically disconnected from our distribution system. Reconnection procedure must comply with AS/NZS 4777 (Grid Connection of Energy Systems via Inverters).

6.1.3 Testing

Upon, or at any time after, completion of the installation of the **micro embedded generator**, we may request access to the **premises** at a reasonable time to conduct a test of the **micro embedded generator** for the purpose of establishing that the **micro embedded generator** complies with the **contract**.

The test will consist of:

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

7 Attachment 3

Attachment 3 provides details of other charges that may be incurred by you. These charges are for services which are not basic connection services.

7.1 Other charges

Table 7.1 Other charges

Category	Service type	Service description	Charge applicable
Wasted attendance – not distributor fault	Supply services	Where a service truck visit is requested and the truck arrives to find the site is not ready for work to be carried out.	Charge applicable: Wasted truck visit Refer to the CitiPower General Service Charge Pricing Schedule: https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/
After hours service truck appointment	Supply services	This charge is applied to larger scale works requiring an after-hours service truck appointment. Examples of types of works include: <ul style="list-style-type: none"> • disconnection of complex site; • reconnection of complex site; • metering additions or alternations; and • shutdowns (includes preparation works). 	Charge applicable: After hours service truck visit Refer to the CitiPower General Service Charge Pricing Schedule: https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/
Energisation	Supply service	A retailer must request an energisation request via a B2B service order.	Charge applicable: Reconnections (incl. customer transfer) Refer to the CitiPower General Service Charge Pricing Schedule: https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/

Category	Service type	Service description	Charge applicable
Same day energisation	Supply service	A retailer must request an energisation request via a B2B service order.	Charge applicable: Reconnections (same day) Refer to the CitiPower General Service Charge Pricing Schedule: https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/
Remote re-energisation	Supply service	A retailer must request an energisation request via a B2B service order.	Charge applicable: Remote re-energisation Refer to the CitiPower General Service Charge Pricing Schedule: https://www.citipower.com.au/about-us/electricity-networks/network-tariffs-and-charges/

Source: CitiPower