



Powercor, CitiPower & United Energy

Model Standing Offer for Basic Connection Services for Retail Customers who are micro embedded generators

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Version control

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Table of Contents

A	Overview.....	4
	Purpose.....	4
	Our contract with you.....	4
	Things not covered by the contract.....	4
	Definitions.....	5
B	Micro embedded generator basic connection	7
	What is the micro embedded generator basic connection service?	7
	We choose which is the appropriate service.....	7
	What are the applicable charges?	8
C	Preconditions.....	9
	What you must do before we provide our service	9
D	General terms and conditions	11
	When does the contract start and end?	11
	When we will start and finish the service	11
	Give safe and unhindered access to the premises and surrounding land, protect our equipment, etc ..	11
	Your ongoing responsibilities while your <i>micro embedded generator(s)</i> remains connected	12
	Testing	13
	Compliance with safety and technical requirements	13
	Micro embedded generator inspection/maintenance	13
	Our right to remotely interrupt or curtail electricity generation	14
	Our liability: How these terms operate with the Competition and Consumer Act, etc	15
	Our liability in relation to electricity supply issues	15
	Your liability	16
	Disconnection of the micro embedded generator(s)	17
	Termination of the contract	17
	General	17

A Overview

Purpose

1. This document is the model standing offer is for the provision of a ***micro embedded generator basic connection service*** at your ***premises***.
2. This model standing offer provides a description of the ***micro embedded generator basic connection services*** together with the applicable terms and conditions of providing that service.
3. In order to receive that service you or your agent will have made a ***connection application*** to us.

Our contract with you

4. This model standing offer applies 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 ***micro embedded generator basic connection service***.
5. If you, or your agent, requested an expedited connection, and we did not advise you within 10 business days of receiving your ***connection application*** that a micro embedded generator basic connection service is not the appropriate connection service, this model standing offer is the terms of our contract with you.
6. If we made a written connection offer to provide you with a ***micro embedded generator basic connection service***, which you properly accepted, both that written connection offer and this model standard offer are the terms of our contract with you. If there is any inconsistency between this model standard offer and the written connection offer, this model standard offer applies instead of any inconsistent terms in the written connection offer.
7. The ***contract*** that exists between you and us, is referred to in these terms and conditions as the 'contract' and consists of:
 - (a) 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
 - (b) 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.

Things not covered by the contract

8. The ***contract*** does not apply 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.
9. 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.
10. 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 (called the ***Deemed Distribution Contract***).

Definitions

11. Any words appearing like **this** in this document:

- (a) which are given meanings in clause 13 below, have those same meanings; or
- (b) which are not given meanings in clause 13 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.

12. In this document, references to:

- (a) “we”, “us”, “our” means **CitiPower**, **Powercor** or **United Energy**, and, where applicable, our contractors, subcontractors or agents (*for example our contractors, subcontractors or agents may attend your premises to undertake activities under the contract*);
- (b) “you”, “your” are references to the **retail customer** by whom, or on whose behalf, your **connection application** for a **micro embedded generator basic connection service** was made.

13. In this document:

Australia A settings means the power quality response mode settings as described in AS4777.2:2020 for Distribution Network Service Providers in the Eastern Australia, including Victoria

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

CitiPower means CitiPower Pty Ltd, ABN 76 064 651 056.

Consequential Loss is defined in clause 57.

contract is defined in clause 7.

CSIP-AUS means the Common Smart Inverter Profile Australia, SA HB 218:2023 Handbook, published by Standards Australia on 16 June 2023 and as amended from time to time or if superseded, the document(s) listed by Standards Australia as superseding the SA HB 218:2023 Handbook;

Deemed Distribution Contract is defined in clause 10.

emergency backstop enabled means, in relation to a **relevant solar microgeneration unit**, that the **relevant solar microgeneration unit** is –

- (a) able to communicate with our utility server via a communication channel that is compliant to **IEEE 2030.5 CSIP-AUS** and is hosted:
 - i) on the **relevant solar microgeneration unit**; or
 - ii) on a gateway device; or
 - iii) via a cloud connection; and
- (b) connected to our **utility server** via the internet,

to enable the remote interruption and curtailment by us of electricity generated by the **relevant solar microgeneration unit**.

emergency backstop exempt means, in relation to a **relevant solar microgeneration unit**, that:

- (a) you or your agent have advised us that the **relevant solar microgeneration unit** has a **maximum system capacity** no greater than 30 kVA and cannot practicably be connected to our **utility server** via the internet; or (b) the **relevant solar microgeneration unit** is in an embedded network and we are satisfied that we are capable of remotely interrupting or curtailing electricity generation by the **relevant solar microgeneration unit** despite it not being **emergency backstop enabled**.

export limit means the maximum amount of electricity that we allow to be exported to the distribution system from your **premises**, which may be below the **maximum export capability**.

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.

IEEE 2030.5 means the Standard IEEE 2030.5-2018, Institute of Electrical and Electronics Engineers Standard for Smart Energy Profile Application Protocol, as in force at 1 July 2024 and as amended from time to time.

low static export limit means the maximum capacity to supply into the distribution system at all times of day and in all network operating conditions that is lower than the **maximum export capability** and is as specified in our **Network Access Standards** from time to time as the low static export limit.

Maximum export capability means the maximum amount of electricity that we allow to be exported at a **premises** under the **micro embedded generator basic connection service**, measured in kW, as specified in our **Network Access Standards** from time to time. All **micro embedded generator(s)** shall be installed with a reliable export limit control function as per AS4777.2.

Maximum system capacity means the total rating of all **micro embedded generator(s)** connected at a **premises** assuming unity power factor, measured in kVA, as specified in our **Network Access Standards** from time to time.

Micro embedded generator basic connection service means the connection of basic **micro embedded generator(s)** up to a **maximum system capacity** and **maximum export capability** as set out in our **Network Access Standards** from time to time.

Micro embedded generator(s) means an **embedded generating unit** of the kind contemplated by Australian/New Zealand Standard 4777.2 (Grid connection of energy systems via inverters) as amended or replaced from time to time. Generation sources can be, but are not limited to solar, wind and batteries.

Ministerial Order means the Ministerial Order dated 30 January 2024 made under section 33AB(1)(a) and 33AC(1)(c) of the Electricity Industry Act 2000, published in Victorian Government Gazette No. S 31 Wednesday 31 January 2024.

Network Access Standards means the technical requirements for the design, installation, operation, maintenance and repair of the **micro embedded generator(s)** and your customer installation published on our websites at:
<https://www.powercor.com.au/solar>
<https://www.citipower.com.au/solar>
<https://www.unitedenergy.com.au/solar>

Portal means the eConnect portal for CitiPower and Powercor customers, and the UE Connect portal for United Energy customers, available on our websites.

Powercor means Powercor Australia Limited, ABN 89 064 651 109.

Premises means the premises described in your connection application.

relevant solar microgeneration unit means a **micro embedded generating unit** that is a “relevant solar microgeneration unit” within the meaning given to that term by the **Ministerial Order** and for which we received an application to establish or alter a connection on or after 1 July 2024. **United Energy** means United Energy Distribution Pty Ltd, ABN 70 064 651 029.

utility server has the same meaning as in **CSIP-AUS**.

B Micro embedded generator basic connection

What is the micro embedded generator basic connection service?

14. The **micro embedded generator basic connection service** is provided for new connections or additions or alterations involving **micro embedded generator(s)** where the connection can be made with minimal or no network augmentation. The **micro embedded generator basic connection service** that we provide is:
- (a) a new basic connection service where the connection involves the installation of **micro embedded generator(s)** at your **premises**
 - (b) an addition of **micro embedded generator(s)** to an existing connection; or
 - (c) an alteration to an existing connection where **micro embedded generator(s)** are already installed.
15. The description of the basic connection service is contained within the model standing offer for basic connection services for retail customers (without **micro embedded generators**), which is available from our website at: <https://www.unitedenergy.com.au/> and <https://www.powercor.com.au>.
16. If we provide the **micro embedded generator basic connection service** to you:
- (a) the total capacity of the **micro embedded generator(s)** at the **premises** must not exceed the **maximum system capacity** set out in our **Network Access Standards** from time to time; and
 - (b) the total output of all **micro embedded generator(s)** at the **premises** onto our distribution system must not exceed the **maximum export capability** set out in our **Network Access Standards** from time to time, agreed **export limit** or, if it applies in accordance with clause 24(h), the **low static export limit**.
17. The process to seek the **micro embedded generator basic connection service** is set out in clause 24(b).

We choose which is the appropriate service

18. We will choose the particular **micro embedded generator basic connection service** that we consider to be the most appropriate in the circumstances. We will act reasonably in making that decision.
19. If we become aware that a **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. We will negotiate with you the terms on which we will provide a **connection service**.
20. We do not have to provide you with a **micro embedded generator basic connection service** if the **contract** or any law allows us to not provide that service and we choose not to provide that service.

What are the applicable charges?

21. The amount of the **connection charges** for each of the **micro embedded generator basic connection services** is set out in our Pricing Proposal which is updated annually. You will find the Pricing Proposal on our website, at:
 - (a) CitiPower and Powercor: <https://www.powercor.com.au/about-us/customer-experience/affordability/>
 - (b) United Energy: <https://www.unitedenergy.com.au/your-electricity/tariffs-charges/>
22. You must pay the **connection charges** for the **micro embedded generator basic connection service**, and pay any other applicable charges. You may also be required to pay charges to us that are not **connection charges**. For example, the cost of providing you with a metering service, meter re-configuration, the cost of energisation, or other incidental costs such as wasted attendances at your supply address by our personnel. These other charges may include testing of the installed **micro embedded generator(s)** for the purpose of establishing that the micro embedded generator(s) complies with the **contract**.
23. We will send the invoice for the **connection charges** or any other applicable charges to your electricity retailer or nominated authorised representative. The retailer may recover those charges from you.

C Preconditions

What you must do before we provide our service

24. You must satisfy the pre-conditions in this clause and in clauses 25 to 29:

(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 complete a solar and other generation pre-approval process using the **portal**. The pre-approval process checks to confirm the adequacy of the electricity distribution network with any embedded generator export. This step is generally performed by your Registered Electrical Contractor (**REC**) on your behalf. The outcome of the solar pre-approval process may result in us advising you of the **export limit** for your connection. The connection process is described on our websites:

<https://www.powercor.com.au/solar>

<https://www.citipower.com.au/solar>

<https://www.unitedenergy.com.au/solar>

(c) you must have engaged an accredited installer (full or provisional) for the design and installation of the **micro embedded generator(s)** (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 generator(s)**);

(d) you must ensure any preliminary work we require is properly carried out before we will perform the relevant **micro embedded generator basic connection service**;

(e) any electrical work performed on, or in relation to, your **micro embedded generator(s)** 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);

(f) you must ensure the **micro embedded generator(s)** are approved for installation under the Renewable Energy Certificate Scheme and are approved for installation by the Clean Energy Council by inclusion on the Clean Energy Council list of approved inverters with a certified software communication client as amended from time to time or if superseded, the document listed as superseding the Clean Energy Council approved inverter list;

(g) you must have satisfied us that any **relevant solar microgeneration unit** is:

- (i) **emergency backstop enabled**; or
- (ii) **emergency backstop exempt**.

(h) if you have satisfied us that a **relevant solar microgeneration unit** is **emergency backstop exempt** because it has a **maximum system capacity** of less than 30 kVA and it cannot practicably be connected to our **utility server** via the internet:

- (i) the **relevant solar microgeneration unit** must be able to communicate via a communication channel that is compliant to **IEEE 2030.5 CSIP-AUS**, either hosted locally on the inverter, on a gateway device or via a certified cloud connection; and
- (ii) you must agree not to export electricity through the **relevant solar microgeneration unit** at a rate exceeding the **low static export limit**;

- (i) you must have provided us with any information that we consider reasonably necessary to determine whether we are satisfied that the **relevant solar microgeneration unit** is:
 - (i) **emergency backstop enabled**; or
 - (ii) **emergency backstop exempt**;
 - (j) you must not have any outstanding debts to us (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been agreed with us);
 - (k) you and your **micro embedded generator(s)** must comply with the technical requirements set out in clause 45; and
 - (l) you must complete (and we must approve) any additional documentation that we require for connection of a **micro embedded generator(s)** including batteries or our **micro embedded generator** pre-approval process.
25. You must install or have installed a **micro embedded generator(s)** which corresponds exactly with the description of the **micro embedded generator(s)** in your connection application and any other documents you have provided to us, except if we expressly agree otherwise in writing.
26. You must only install **micro embedded generator(s)** at or below the **maximum system capacity**, at or below the **maximum export capability**, and, if it applies in accordance with clause 24(h), at or below the **low static export limit**. In the case of an export limited inverter, the **micro embedded generator(s)** must be configured to ensure the export amount does not exceed the **maximum export capability**. The **maximum system capacity** of the **micro embedded generator(s)** must be measured when operating at unity power factor. The applicable **maximum system capacity**, **maximum export capability** and **low static export limit** are those specified in our **Network Access Standards** from time to time.
27. You must give us:
- (a) 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 micro embedded generator basic connection service or the premises, as early as possible;
 - (b) distributed energy resources (DER) register information as specified by the Australian Energy Market Operator, which you can find at <https://aemo.com.au/en/energy-systems/electricity/der-register>;
 - (c) confirmation that 'Australia A' settings having been applied; and
 - (d) all other information that we may reasonably require at any time for the purposes of the contract.
28. You must notify us immediately if:
- (a) any information that you have previously provided to us is no longer accurate in any respect; or
 - (b) you become aware of any thing that might affect in any way:
 - (i) the nature, cost or timing of any aspect of the **micro embedded generator basic connection service** that we are to provide under the **contract**; or
 - (ii) anything else we are required to do under the **contract**.
29. All information you give us must be correct, and you must not mislead or deceive us in relation to any information provided to us.

D General terms and conditions

When does the contract start and end?

30. If you requested an expedited **connection**, the contract starts on the date that we receive your properly completed **connection application**.
31. In all other cases, the contract starts on the date that we receive your acceptance of our **connection offer** to provide you with a **micro embedded generator basic connection service**.
32. The contract ends:
- (a) when we complete the **micro embedded generator basic connection service**;
 - (b) when we advise you that a **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); or
 - (c) if you fail to meet any of your obligations under the **contract** and we notify you before the **micro embedded generator basic connection service** is started or has been completed.

When we will start and finish the service

33. We will:
- (a) start providing the relevant **micro embedded generator basic connection service** to you; and
 - (b) complete that service within,

the timeframes we agree with you or, otherwise, within the timeframes set out in the relevant law or code or as soon as practical. We will only do this if you have met all of the pre-conditions and your other obligations under the **contract**.
34. We always have the right to delay the commencement, or completion, of a **micro embedded generator basic connection service** due to a **force majeure event**, for as long as that event continues.
35. Notwithstanding anything else, if at any time, we become aware of any material information or circumstance which, had we known of it before the **contract** was created, would have resulted in us not entering into the **contract** with you, then we will be entitled to take such reasonable actions as we consider to be appropriate in the circumstances.
- For example, if we discover that information provided in your **connection application** is incorrect in a material respect, or if we carry out a physical inspection at your **premises** and discover unexpected things that will negatively impact upon the work we need to do, then we might postpone work that we have agreed to do under the **contract** until you have provided us with the correct information, or until such action that we may reasonably require has been taken by you (or, if we so choose, by us) to satisfactorily deal with those unexpected things. This is an example only and there may be other material information or circumstances.*
36. We may be delayed in providing the **micro embedded generator basic connection service**:
- (a) if you fail to comply with the contract;
 - (b) for events beyond our reasonable control (for example severe weather events);
 - (c) if emergencies or other events adversely impact our electricity distribution system and, as a prudent operator, we need to divert resources to address these events;

- (d) if there are delays in obtaining from relevant government agencies, local authorities or operators of other infrastructure (for example roads or telecommunications infrastructure) the approvals and consents required by us to perform the work necessary to establish or alter the connection; and
- (e) if we suspend work in circumstances permitted by the **contract**.

The above is a list of examples only and there may be other things which could delay us.

Give safe and unhindered access to the premises and surrounding land, protect our equipment, etc

37. You must allow us, to have access to the **premises**, the surrounding land and all improvements on the land at all times we require so that we can:

- (a) 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(s)**;
- (b) install, repair, replace or remove our electricity meters, control apparatus and other electrical installations associated with your **micro embedded generator(s)**;
- (c) disconnect the **micro embedded generator(s)** for safety or due to your non-compliance with the contract; and
- (d) otherwise provide a **micro embedded generator basic connection service**.

You must provide us safe and unhindered access. You must take all appropriate action to prevent menacing or attack by animals whenever we attend at, or near, the **premises**. If you do not provide such access, we will not be required to provide a **micro embedded generator basic connection service**.

38. 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 **micro embedded generator basic connection service**.

39. Where your **micro embedded generator(s)** can be remotely accessed by the manufacturer or aggregator to adjust the inverter settings, you authorise us to act on your behalf in directing the manufacturer to remotely adjust your inverter settings to comply with our safety and technical requirements [or when required for us to remotely interrupt or curtail electricity generation from a **relevant solar microgeneration unit** in accordance with clauses 47(a) and (b) of the **contract**]. We will not act on your behalf in any other circumstance.

Your ongoing responsibilities while your micro embedded generator(s) remains connected

40. For as long as the **micro embedded generator(s)** remains connected to our distribution system at the premises you must ensure that you and your **micro embedded generator(s)** comply with the **Network Access Standards** published on our website at the date of **installation** and any **export limit** restrictions at all times.

41. You must have installed at your **premises**, at all times, an electricity meter which measures both the import and export of electricity. If you do not we will not allow you to export electricity into our distribution system from the **premises**.

42. For as long as a **relevant solar microgeneration unit** remains connected to our distribution system at the **premises**, you must ensure that the **relevant solar microgeneration unit** remains **emergency backstop enabled** or **emergency backstop exempt** (as the case may be) and compliant with the obligations in clause 24(h), to the extent they are applicable as specified in that clause. If you do not comply with the obligations in this clause 42, we may

apply the **low static export limit** to the **relevant solar microgeneration unit** until non-compliance is rectified.

Testing

43. Upon, or at any time after, completion of the installation of the **micro embedded generator(s)**, we may request access to the **premises** at a reasonable time to conduct a test of the **micro embedded generator(s)** for the purpose of establishing that the **micro embedded generator(s)** complies with the **contract**. The charge for conducting the tests will be sent to your retailer who may recover this charge from you, as set out in clause 22.
44. 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(s)** and export limit control function (where applicable) as we consider necessary for compliance with the **contract**.

Compliance with safety and technical requirements

45. You, and the registered electrical contractor engaged by you, must comply with the following:
- (a) the requirements set out in the Electricity Industry Act 2000, Electricity Safety Act 1998 and associated regulations made under each Act;
 - (b) those parts of the Electricity Distribution Code and the Victorian Electricity Distributors Service & Installation Rules that apply in relation to a micro embedded generator basic connection service;
 - (c) the requirements set out in the relevant Network Access Standards published on our website at the date of installation;
 - (d) these technical requirements may be subject to change in future published versions of the model standing offer. We may require different technical requirements on an individual basis. We may, in writing, waive some of the requirements in our absolute discretion.

Micro embedded generator inspection/maintenance

46. For as long as the micro embedded generator(s) remains connected to our distribution system at the premises you must:
- (a) ensure the **micro embedded generator(s)** is inspected and maintained in accordance with the manufacturer's instructions and specifications by an appropriately qualified person, with a view to ensuring that it remains safe and functional;
 - (b) ensure that if there are no applicable manufacturer's instructions and specifications for the purposes of clause (a), the **micro embedded generator(s)** is inspected and maintained by an appropriately qualified person:
 - (i) within at least five years after the date of its installation; and
 - (ii) within at least five years after each previous inspection;
 - (c) ensure that if the result of an inspection carried out in accordance with clause 37(a) or clause 37(d) is that there is a lack of functionality of the safety features of the **micro embedded generator(s)**:

- (i) immediately disconnect, or arrange for the disconnection of, the **micro embedded generator(s)** from our distribution system; and
 - (ii) not reconnect, or arrange for the reconnection of, the **micro embedded generator(s)** to our distribution system until the lack of functionality has been rectified;
- (d) provide us, upon request with the results of any inspections carried out in accordance with clause 37(a) or clause 37(d);
- (e) comply with all reasonable directions we give you regarding the maintenance, inspection or testing of the **micro embedded generator(s)**;
- (f) ensure that any electrical work performed on or in relation to the **micro embedded generator(s)** is undertaken by an electrical contractor licensed pursuant to the 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);
- (g) ensure the **contract**, including its technical settings, **maximum system capacity** and **maximum export capability** or any **export limit** at your **premises**;
- (h) seek our pre-approval in writing prior to altering the **maximum system capacity** of your **micro embedded generator(s)** 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;
- (i) ensure that any component of the **micro embedded generator(s)** that is replaced at any time, is compliant with the requirements of the contract and any **export limit** as approved by us in the pre-approval process;
- (j) comply with any reasonable requirement we make in relation to the installation of additional equipment, or in connection with the **micro embedded generator(s)**, including batteries, that we may specify as being necessary to ensure the safe and reliable operation of our distribution system; and
- (k) seek our approval prior to removing the **micro embedded generator(s)** (as such removal may require a connection alteration).

Our right to remotely interrupt or curtail electricity generation

47. We may remotely interrupt or curtail electricity generation from any **relevant solar microgeneration unit**:

- (a) if we are directed to do so by the **AEMO**, or another person lawfully authorised by the **AEMO** to issue that direction, under the National Electricity (Victoria) Law or the National Electricity Rules; or
- (b) if we are carrying out tests to satisfy ourselves that we are capable or remotely interrupting or curtailing electricity generation from the **relevant solar microgeneration unit**; or
- (c) for any other matter we agree with you in writing.

48. If we remotely interrupt or curtail electricity generation from the **relevant solar microgeneration unit** in accordance with clause 47(a) of the **contract**, we will, as soon as practicable, publish a notice on our website with details of the interruption or curtailment.

49. You consent to us remotely interrupting or curtailing electricity from the **relevant solar microgeneration unit** to carry out testing under clause 47(b) of the **contract**. If we carry out a test that we anticipate will result in interruption or curtailment of electricity generation from the **relevant**

solar microgeneration unit for a cumulative total of more than 15 minutes within a 48 hour period, we will provide you with at least 48 hours' written notice of the test by: (a) if you have nominated a preferred method of communication, that nominated preferred method of communication; or

(b) if you have not nominated a preferred method of communication, electronic communication.

Our liability: How these terms operate with the Competition and Consumer Act, etc

50. The Competition and Consumer Act 2010 and some other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.

51. 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:

- (a) the connection of the micro embedded generator(s) to our distribution system;
- (b) the condition or suitability of electricity or a micro embedded generator basic connection service; or
- (c) the quality, fitness or safety of electricity or a micro embedded generator basic connection service,

other than those set out in the **contract**.

52. Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- (b) 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;

53. 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.

54. 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.

Our liability in relation to electricity supply issues

55. You acknowledge and agree that because of the **Deemed Distribution Contract** you have with us the liability (if any) that we may have to you in relation to any losses you may suffer because of:

- (a) problems with the quality of supply of electricity to your premises (such as power surges and drops); or
 - (b) interruptions to or failures of the supply of electricity to your premises; or
 - (c) problems with the ongoing connection of your premises to our electricity distribution system; or
 - (d) 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.

56. The connection of the **micro embedded generator(s)** 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:

- (a) we are unable to, and do not, represent, warrant or guarantee that you, or any person who subsequently acquires the **micro embedded generator(s)**, will be able to export electricity into our distribution system at any time; and
- (b) such fluctuations or interruptions may damage the **micro embedded generator(s)** or cause it to malfunction.

57. To the maximum extent permitted by law, and despite any other provision of the **contract**, 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 **micro embedded generator basic connection service** or any other obligation of ours under the **contract**. This clause does not apply to exclude any liability under the **Deemed Distribution Contract**.

58. 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(s)**,

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 generator(s)** (including the Victorian solar feed-in tariff scheme), and that we have no responsibility or liability in relation to any such schemes.

59. Clauses 50 to 59 survive the expiration, or termination, of the contract.

Your liability

60. 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:

- (a) inability to export electricity into our distribution system at any time, or a reduction in the amount of electricity able to be exported into our distribution system at any time; and
- (b) malfunction of, or any damage to, the **micro embedded generator(s)** that arises out of, or in relation to, any fluctuations, curtailments or interruptions from time to time in the connection of the **micro embedded generator(s)** to our distribution system, except where that malfunction or damage is caused by our negligence or bad faith.

61. 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(s)**;
- (b) any representation or promise made by you, or on your behalf, to any person who acquires the **micro embedded generator(s)**, 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(s)** (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.
62. You are liable to us for any **Consequential Loss** that arises as a result of you failing to comply with any of your obligations you and your **micro embedded generator(s)** comply with our **Network Access Standards** published on our website at the date of **installation** at all times.
63. In all other cases, you are not liable to us for any **Consequential Loss** that arises because of any act or omission by you in relation to a **micro embedded generator basic connection service** or any other obligation of yours under the **contract**.

Disconnection of the micro embedded generator(s)

64. We may disconnect or you must disconnect at our direction the **micro embedded generator(s)** from our distribution system:
- (a) for a planned or unplanned interruption; or
 - (b) if, at any time, electricity in excess of 258 volts is generated by the **micro embedded generator(s)** over a 10-minute period; or
 - (c) 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; or
 - (d) if directed by relevant authorities, to maintain system security and stability.

Termination of the contract

65. 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(s)** from you.

General

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

67. We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact us. Contact details of which can be found on our websites, www.powercor.com.au or unitedenergy.com.au
68. The amount payable for a **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 69 applies unless an amount payable under the contract is stated to include GST.
69. 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.
70. 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. 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. 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.
71. Rights and obligations that accrued before the end (or earlier termination) of the **contract**, continue despite the end (or earlier termination) of the **contract**.
72. The laws of Victoria govern the **contract**.