

NEGOTIATED SUPPLY CONTRACT FOR MICRO-EMBEDDED GENERATION

This **Contract** is for the provision of **Supply Services** to a **Customer** with an **AS4777.2:2015** compliant generator.

1. PARTIES TO THIS CONTRACT

TasNetworks
AND
The **Customer**.

2. BACKGROUND

- A. **TasNetworks** holds a distribution licence issued under the **ESI Act** and is registered as a *Distribution Network Service Provider* under the **National Electricity Rules** and is permitted to operate its *distribution system* to *distribute* electricity in the State of Tasmania.
- B. The **Customer** has agreed to engage **TasNetworks** to provide the **Supply Services** in accordance with this **Contract**.
- C. This **Contract** terminates and replaces any other **Supply Contract** the **Customer** may have in place with **TasNetworks** in respect of the **Connection Point**.

3. DEFINITIONS

- 3.1. Terms appearing in *italics* are set out in the National Electricity Rules, the National Electricity Retail Law, and the **Deemed Supply Contract**.
- 3.2. Defined terms in this **Contract** appear in **bold**, except where the context otherwise requires:

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|--------------------------|--|
| AS4777.2:2015 | means the Australian Standard AS4777.2:2015 entitled, "Australian Standard for Grid Connection of Energy Systems via Inverters". |
| Commencement Date | means the date the Supply Services commence. |
| Contract | means this document entitled "Negotiated Supply Contract for Micro-Embedded Generation" together with the Deemed Supply Contract and the Embedded Generation Application Form . |
| Connection Point | is the connection point between TasNetworks' <i>low voltage distribution network</i> and the Customer's private system located at the Customer's service fuse for the property specified in the Embedded Generation Application Form . |



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| Customer | is the person specified in the Embedded Generation Application Form . |
| Deemed Supply Contract | means TasNetworks' adopted form of the <i>deemed standard connection contract</i> as amended and published by TasNetworks from time to time. This definition excludes Clause 3.1 (<i>These are our terms and conditions</i>), Clause 3.2 (<i>Does this contract apply to you?</i>) and Clause 4.1 (<i>When does this contract start?</i>) of the Deemed Supply Contract . A copy of the Deemed Supply Contract can be obtained from TasNetworks' website at www.tasnetworks.com.au or by calling 1300 137 008. |
| Embedded Generation Application Form | means the application form completed and signed by the Customer to connect their micro-embedded generators to TasNetworks' low voltage distribution network and to receive the Supply Services . |
| Entry Services | means the services provided by TasNetworks to the Customer to accommodate energy generated by the Customer into the <i>distribution system</i> as set out in the Embedded Generation Application Form . |
| ESI Act | means the <i>Electricity Supply Industry Act 1995</i> (Tas). |
| Exit Services | means the services provided by TasNetworks to the Customer to accommodate energy taken by the Customer from the <i>distribution system</i> as set out in the Embedded Generation Application Form . |
| Supply Contract | means any pre-existing contract between TasNetworks and the Customer for the provision of Supply Services in respect of the Connection Point . |
| Supply Services | means Entry Services and Exit Services . |
| TasNetworks | means Tasmanian Networks Pty Ltd ABN 24 167 357 299 in its capacity as the holder of a <i>distribution licence</i> in the State of Tasmania. |

3.3. Prioritisation of Contract Documents

- (a) In the event and to the extent of any inconsistency between two or more documents which form part of this **Contract**, those documents will be interpreted in the following order of priority:
- (i) this document entitled "Negotiated Supply Contract for Micro-Embedded Generation";
 - (ii) the **Deemed Supply Contract**;
 - (iii) the **Embedded Generation Application Form**; and



- (iv) documents incorporated by reference in this **Contract**.

4. PROVISION OF SUPPLY SERVICES

4.1. Load Connection

- (a) Exit Services

On and from the **Commencement Date**, TasNetworks will provide **Exit Services** at the **Connection Point** in accordance with this **Contract**.

4.2. Generator Connection

- (a) **Entry Services**

On and from the **Commencement Date**, TasNetworks will provide **Entry Services** at the **Connection Point** in accordance with this **Contract**.

- (b) **AS4777.2:2015** compliant generators only

The **Customer** must ensure that *generating plant* is compliant with **AS4777.2:2015**, and has the protection settings and equipment required and set out in the **Embedded Generation Application Form**.

If protection equipment and protection settings are not detailed in the **Embedded Generation Application Form**, the *generating plant's* protection equipment and protection settings must be compliant with **AS4777.2:2015**.

5. GENERAL

- 5.1. An amendment or variation to this **Contract** is not effective unless it is in writing and signed by the parties.
- 5.2. Each party must at its own cost do all things reasonably necessary to give effect to this **Contract**.
- 5.3. Each party will bear its own costs and disbursements of or incidental to the negotiation, preparation and execution of this **Contract**, and all other matters and agreements referred to in this **Contract**.
- 5.4. If any provision or part of any provision of this **Contract** is void, invalid or unenforceable for any reason, that provision or part of that provision may be severed from this **Contract** and does not affect the validity, operation or enforceability of any other provision of this **Contract**, unless the severance would change the underlying principal commercial purpose or effect of this **Contract**.
- 5.5. This **Contract** is governed by the law of Tasmania and the parties submit to the jurisdiction of the courts of Tasmania.

