NEGOITIATED 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:


   **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’ low voltage distribution network and the Customer’s private system located at the Customer’s service fuse for the property specified in the Embedded Generation Application Form.
Customer is the person specified in the Embedded Generation Application Form.

Deemed Supply Contract means TasNetworks’ adopted form of the deemed standard connection contract as amended and published by TasNetworks from time to time.

This definition excludes Clause 3.1 (These are our terms and conditions), Clause 3.2 (Does this contract apply to you?) and Clause 4.1 (When does this contract start?) 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 distribution system as set out in the Embedded Generation Application Form.

ESI Act means the Electricity Supply Industry Act 1995 (Tas).

Exit Services means the services provided by TasNetworks to the Customer to accommodate energy taken by the Customer from the distribution system 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 distribution licence 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 Tasmanian and the parties submit to the jurisdiction of the courts of Tasmania.