

NEGOTIATED SUPPLY CONTRACT FOR MICRO-EMBEDDED GENERATION

This **Contract** is for the provision of **Supply Services** to a **Customer** with an **AS4777.2:2020** 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:

AS4777.2:2020	means the Australian Standard AS4777.2:2020 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 .



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) **AS4777.2:2020** compliant generators only

The **Customer** must ensure that *generating plant* is compliant with **AS4777.2:2020**, 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 **AS4777.2:2020**.

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.

