

## **1 PARTIES**

This Agreement is between:

- (a) ENERGEX Limited (ABN 40 078 849 055) (in this Agreement referred to as “we”, “our” or “us”); and
- (b) You, the Customer to whom this Agreement is expressed to apply (in this Agreement referred to as “you” or “your”).

## **2 DEFINITIONS AND INTERPRETATION**

The definitions of capitalised terms are given in Schedule 1 of this Agreement.

## **3 SCOPE**

This Agreement covers installations of small scale IES up to a maximum generating capacity of 30 kV.A (3 phase) or 10 kV.A (single phase) that may be connected to our Supply Network regardless of the length of time that parallel operation would normally occur. We reserve the right to limit the size of the IES where a high penetration of systems is anticipated or where the Exported Energy would exceed the capability of our Supply Network.

## **4 HOW DOES THIS AGREEMENT APPLY TO YOU?**

This Agreement relates to the connection of the IES at your Premises to our Supply Network for the purpose of exporting electricity at times into our Supply Network.

This Agreement applies in addition to the Connection Contract between you and us. Nothing in this Agreement affects your or our rights and obligations under the Connection Contract between you and us.

Compliance with this Agreement does not guarantee your eligibility to, nor the amount of, any rebate under any government scheme (including the Solar Bonus Scheme).

## **5 WHAT IS THE TERM OF THIS AGREEMENT?**

- 5.1 This Agreement takes effect on the date on which the Agreement is executed by the last party and ends when the Connection Contract between you and us ends or as terminated in accordance with this Agreement.

This Agreement may be terminated:

- (a) at any time at your request, by notifying us orally or in writing that the IES is no longer connected at the Premises; or
- (b) by us at any time if you fail to comply with the terms and conditions of this Agreement or if you fail to remedy (after having been given reasonable notice in writing) any situation where the IES represents a hazard or risk to our Supply Network, our officers and agents or the general public.

Should this Agreement be terminated, you must ensure that the IES is no longer capable of exporting energy into our Supply Network. In the event you fail to comply with this obligation within three (3) Business Days of termination, we shall be entitled to:

- (c) enter the Premises to isolate or disconnect the IES; and/or
- (d) disconnect the Premises in accordance with your Connection Contract if we determine there is an Emergency of for reasons of health and safety.

- 5.2 Our obligation to receive the Exported Energy starts two (2) Business Days after the occurrence of latest of the following:

- (a) completion by your electrical contractor of an Electrical Work Request (Form 2) certifying the safety and compliance of your installation and submission of this form to us;
- (b) a B2B notification is received by us from your Electricity Retailer;
- (c) we being satisfied that your IES installation meets the "Technical Conditions for the Connection of small scale Photovoltaic Inverter Energy Systems" outlined in Schedule 2 of this Agreement; and
- (d) installation of our metering equipment.

## **6 CONDITIONS FOR EXPORT OF IES ENERGY INTO OUR SUPPLY NETWORK**

### **6.1 Consent to Export Energy into Our Supply Network**

In consideration of your compliance with the terms of this Agreement, we consent to allow the connection of an IES at your Premises that is capable of exporting energy at times into our Supply Network on the terms of this Agreement.

### **6.2 Conditions of Consent**

Our consent under this Agreement is given on the condition that:

- (a) you ensure the IES complies at all times with the "Technical Conditions for the Connection of Small Scale Photovoltaic Inverter Energy Systems" (Schedule 2);
- (b) you ensure the IES complies at all times with all relevant Australian Standards and Regulations as described in Schedule 2; and
- (c) you comply with the terms and conditions of this Agreement.

### **6.3 Design, Installation and Testing**

#### **6.3.1 New Installation**

If you are installing an IES at your Premises, we strongly recommend you engage an Accredited Installer (full or provisional) for design and installation of the IES as specified on the Australian Building Council of Sustainable Energy (BSCE) website at [www.cleanenergycouncil.com.au](http://www.cleanenergycouncil.com.au).

In addition you must:

- (a) ensure that the IES is installed in compliance with the Technical Conditions for the Connection of Small Scale Photovoltaic Inverter Energy Systems, as set out in Schedule 2; and
- (b) if requested, consent to us, our officers and agents entering the Premises at any reasonable time to test the IES for the purpose of establishing that the IES and the installation complies with this Agreement.

#### **6.3.2 Existing Installation**

If you have moved to a Premises in which an IES has already been installed, you must:

- (a) provide us with evidence that condition 6.3.1(a) detailed above was satisfied in relation to the original installation; and
- (b) if requested, consent to us, our officers and agents entering the Premises at any reasonable time to test the IES for the purpose of establishing the IES and the installation complies with the Agreement.

### **6.4 Operating Procedure**

You must immediately comply with any request from us for the IES to cease exporting electricity and/or be isolated or disconnected for operational reasons or for planned maintenance as to our Supply Network.

In the event that our Supply Network is unable to accept Exported Energy for any reason, we shall not be liable to you on any basis (including the payment of any compensation to you) nor shall we be obliged to allow any rebate or pay any monies to you pursuant to the Solar Bonus Scheme (or equivalent scheme).

## **6.5 Request to Cease Export of Energy**

We may request that you cease to export energy into our Supply Network:

- (a) if export would result in a breach of technical or safety requirements under the Act or this Agreement;
- (b) if export would unreasonably interfere with the connection or supply of electricity to other users of the Supply Network;
- (c) if we are required to do so under any applicable law, including the Act, National Electricity Rules or the Electricity Industry Code;
- (d) for reasons of health and safety; or
- (e) in an Emergency.

Such a request to cease exporting energy will be in writing to you. Other than for an Emergency or health and safety reasons, you must comply with this request within three Business Days. Where an emergency or health and safety risk is determined by us (in our reasonable discretion), you must comply with the request immediately. If you do not action such a request within the appropriate timeframe, we shall be entitled to:

- (i) enter the Premises to isolate or disconnect the IES; and/or
- (ii) disconnect the Premises in accordance with your Connection Contract if we determine there is an Emergency or for reasons of health and safety.

This clause does not alter any rights or obligations for disconnection of the Premises under the Electricity Industry Code. For the avoidance of doubt, both we and your Electricity Retailer have rights and/or obligations for disconnection of the Premises under the Electricity Industry Code.

## **7 METERING**

You acknowledge that electricity metering relevant to the IES at the Premises is owned by us, will be installed by us in compliance with the Electricity Connection and Metering Manual (ECMM), and will be operated by us. We will have the discretion to determine the meter type.

For systems greater than 3kV.A (single phase) or 10kV.A (3 phase) you may be required to contribute towards the installation of an advanced meter.

You must supply us with safe and convenient access to allow us to install, test, maintain or remove the meter installation of the IES.

You consent to us, our officers and agents entering the Premises for the purposes of installing, testing, reading, maintaining or removing the meter installation.

## **8 SAFETY**

You must:

- (a) install and maintain the IES and associated equipment in safe and good working order at all times and in accordance with the requirements of this Agreement;

- (b) have an IES isolation procedure displayed prominently and effectively secured at the Premises' main switchboard and keep a copy of the IES operations manual in or near the main switchboard at all times;
- (c) comply with our reasonable directions in order to secure the safety and stable parallel operation of our Supply Network and the IES; and
- (d) comply with the requirements of the Act, the *Workplace Health and Safety Act 1995* (Qld), and Electricity Regulations for the installation, inspection, operation and maintenance of the IES.

## **9 MAINTENANCE**

You must:

- (a) ensure the IES is inspected and maintained in accordance with the manufacturer's recommendations by an appropriately qualified person;
- (b) where there are no manufacturer's recommendations, inspection and condition-based maintenance shall be performed by an appropriately qualified person;
- (c) provide, at our request, the results of any inspections carried out in accordance with the requirements of this Agreement; and
- (d) ensure that any component of the IES or associated equipment replaced during maintenance is compliant with the requirements of this Agreement.

## **10 YOUR OBLIGATIONS**

In return for our consent to export electricity into our Supply Network, you agree to:

- (a) not mislead or deceive us in relation to any information provided;
- (b) undertake, if necessary, any changes to the electrical equipment (including without limitation, the wiring) at the Premises necessary for the installation of our metering equipment;
- (c) promptly advise us of any proposed material operational changes of the IES;
- (d) obtain our prior consent in writing to any material increase in capacity of the IES prior to any such increase;
- (e) maintain the IES in accordance with Section 9 of this Agreement;
- (f) advise any subsequent occupant of the Premises of the existence of this Agreement and the requirement for the new occupant to enter into an Agreement with us should they wish to export electricity to our Supply Network;
- (g) consent to us, our officers and agents entering the Premises at any reasonable time to:
  - a. test or inspect the IES for the purpose of establishing that the IES and the installation complies with this Agreement; or
  - b. to isolate or disconnect the IES in accordance with our rights under this Agreement; and
- (h) (as you acknowledge that you are not a Connection Applicant under the National Electricity Rules) not register as a Rule Participant under the National Electricity Rules with respect to the IES.

## **11 ASSIGNMENT**

Neither party may assign its rights or novate any obligations under this Agreement without the prior written consent of the other, which will not be unreasonably withheld.

**SCHEDULE 1  
GENERAL TERMS AND CONDITIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**"Accredited Installer"** means a person who has demonstrated their competence to design and install renewable energy systems and holds Australian Business Council for Sustainable Energy (BCSE) accreditation as acknowledgement of their competence.

**"Act"** means the *Electricity Act 1994* (Qld) and the *Electricity Safety Act 2002* (Qld).

**"Business Days"** means a day other than a Saturday, a Sunday or a public holiday (as appointed under the *Holidays Act 1983* (Qld)) in the area of the Premises.

**"Connection Contract"** has the meaning given in section 40DA(1) of the *Electricity Act 1994* (Qld).

**"Customer"** refers to the person (or persons) named in the Customer Details on the front page of this Agreement.

**"Electricity Industry Code"** means the Electricity Industry Code made under the Act.

**"Electricity Retailer"** means the entity with whom you have a retail contract for the purchase of electricity.

**"Emergency"** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the Supply Network or transmission grid, in the state of Queensland or which destroys or damages, or threatens to destroy or damage, any property in the state of Queensland.

**"Exported Energy"** means the quantity of energy generated by the IES and delivered into our Supply Network.

**"Inverter"** means a device that uses semiconductor devices to transfer power between a DC source or load and an AC source or load.

**"IES"** means an inverter energy system and represents a system comprising one or more inverters together with one or more energy sources (which may include batteries for energy storage), controls and one or more grid protection devices. In the context of this Agreement, the energy source shall be a Photovoltaic Array.

**"NMI"** means National Metering Identifier.

**"Photovoltaic Array"** or **"PV"** means an electrically integrated assembly of PV modules, and other necessary components, to form a DC power supply unit. A PV array may consist of a single PV module, a single PV string, or several parallel-connected strings, or several parallel-connected PV sub-arrays and their associated electrical components.

**"Premises"** means the premises identified in the Customer's Details on the front page of this Agreement.

**"Solar Bonus Scheme"** means the Queensland Government scheme whereby you receive a benefit payable by us, via your Electricity Retailer, based on the amount of solar electrical energy that is exported into our Supply Network.

**"Standard Connection Contract"** has the meaning given to that term in section 40DA(3) of the Act.

**"Supply"** means the supply of electricity from our Supply Network to the Premises.

**"Supply Network"** has the meaning given to that term in section 8 of the *Electricity Act 1994* (Qld).

## **1.2 Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa, words importing a gender include other genders and words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes its recitals and any schedules and annexures;
- (e) a reference to a document or agreement, including this Agreement includes a reference to that document or agreement as novated, altered or replaced from time to time; and
- (f) a reference to a party includes its executors, administrators, successors and permitted assigns.

## **2 GENERAL PROVISIONS**

### **2.1 Inconsistency between clauses and schedules**

If there is any inconsistency between a clause of this Agreement and the Schedules to this Agreement, then the clause of the Agreement will prevail.

### **2.2 Relationship with Connection Contract**

This Agreement does not change the conditions of the Standard Connection Contract or negotiated Connection Contract (if applicable) we have with you in relation to the connection and supply of electricity to the Premises.

### **2.3 Effect of this Agreement**

This Agreement covers the exporting of energy into our Supply Network only and does not relieve you of any obligations at law or the requirements of another authority in relation to the installation, operation or maintenance of the IES.

### **2.4 Joint and Several Liability**

If you are more than one person:

- (a) an obligation of those persons is joint and several; and
- (b) a right of those persons is held by each of them severally.

### **2.5 Liability for Damage**

You acknowledge that we will not be liable for any loss, damage or injury suffered or claimed by you or any other person that may occur or be attributable to the installation, operation or connection of the IES at the Premises. This clause does not affect the operation of Section 97 of the *Electricity Act 1994* (Qld).

You agree and acknowledge that you are responsible for obtaining and maintaining appropriate insurance (and for any costs) associated with your obligations or possible liability under this Agreement.

## SCHEDULE 2

### TECHNICAL CONDITIONS FOR THE CONNECTION OF SMALL SCALE PHOTOVOLTAIC INVERTER ENERGY SYSTEMS

#### 1 INTRODUCTION

The technical conditions hereafter refer to the mandatory requirements for the IES.

#### 2 DESIGN AND INSTALLATION

The design and installation of the IES must comply with:

- (a) AS 4777 – Grid Connection of Energy Systems via Inverters, Parts 1, 2 and 3;
- (b) AS/NZS 3000 – SAA Wiring Rules;
- (c) AS/NZS 3008 – Electrical installations—Selection of cables;
- (d) AS/NZS 5033 - Installation of Photovoltaic (PV) Arrays; and
- (e) all other applicable Australian Standards/Codes of Practice, current as at the date of installation;

The IES must be connected in accordance with the requirements of the ENERGEX Electricity Connection and Metering Manual available at:

[http://www.energex.com.au/service\\_providers/electricity\\_connection\\_metering\\_manual.html](http://www.energex.com.au/service_providers/electricity_connection_metering_manual.html)

#### 3 METERING

The metering of the IES must:

- (a) comply with the requirements of the ENERGEX Electricity Connection and Metering Manual; and
- (b) be located adjacent to the existing revenue metering for the Premises.

#### 4 GRID PROTECTION REQUIREMENTS

The IES output voltage, frequency and waveform must match that of our Supply Network such that any distortion of these parameters shall be within acceptable limits. You must operate the IES so that there is no significant reduction in quality of supply to other users of our Supply Network or risk of damage to apparatus belonging to other network users or us.

The Inverter protection elements must comply with AS 4777.3 “Grid Connection of Energy Systems via Inverters Part 3: Grid Protection Requirements” to ensure the following requirements are met:

- (a) disconnection of the Inverter from our Supply Network in the event of a loss of Supply;
- (b) to ensure the Inverter is operating within acceptable operating parameters; and
- (c) to prevent the Inverter from energising a de-energised circuit.

Passive protection arrangements shall comply with AS 4777.3 “Grid Connection of Energy Systems via Inverters Part 3: Grid Protection Requirements”.

In addition, the following specific voltage and frequency settings shall be programmed into the Inverter:

- (a) **Voltage**  
Maximum voltage trip point (Vmax) shall be 255 V for a single phase system or 440 V for a three phase system.

- (b) **Frequency:**
  - Minimum frequency trip point (Fmin) shall be 48 Hz
  - Maximum frequency trip point (Fmax) shall be 52 Hz

If voltage and/or frequency falls outside the set limits, the IES must be automatically disconnected from the Supply Network. Reconnection procedure must comply with AS 4777.3 "Grid Connection of Energy Systems via Inverters Part 3: Grid Protection Requirements.

## **5 IES TESTING**

Upon completion of the installation of the IES, we may request access to the Premises at a reasonable time to conduct a test of the IES equipment for the purpose of establishing that the IES complies with this Agreement.

The test will consist of:

- (a) disconnection of the Premises from the Supply Network;
- (b) reconnection of the Premises to the Supply Network; and
- (c) inspection and such testing of the IES as we consider necessary for compliance with this Agreement.