

# Power Services

Regulated: Photovoltaic Inverter Network  
Connection Agreement for Customers  
who have entered into a Micro-Embedded  
Generator Basic Connection Agreement

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This Contract applies to you if you have entered into a Micro-Embedded Generator Basic Connection Agreement with us for connection of a Class 1 PV System, Class 2 PV System or similar Micro-Embedded Generator ("PV Unit") to our Regulated\* Network.

This Contract deals with the terms upon which you can keep your PV Unit connected to our Network and export electricity from it. By keeping your PV Unit connected you are taken to have accepted the terms of this Contract including as we amend them from time to time (you do not have to sign this Contract for it to be binding upon you).

We may amend the terms of this Contract from time to time by posting a revised version of it on our website. We will provide notice via our social media platforms that a revised version has been published.

You may if you wish negotiate a specific contract with us relating to ongoing connection of your PV Unit to apply in place of this contract.

**Please contact us if you wish to do so.**

\* If your premises is not in our regulated network, ie Alice Springs, Katherine, Tenant Creek, or Darwin, please refer to the Remote: Photovoltaic Inverter Network Connection Agreement

# Contents

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1.	Eligibility.....	5
2.	PWC Customer Contract not affected .....	5
3.	Period of Agreement .....	5
4.	Customer’s Obligations .....	5
5.	Network Connection .....	6
6.	Metering.....	6
7.	Access to Premises .....	6
8.	Interrupting, Reducing or Ceasing Export Electricity .....	6
9.	Disconnection .....	6
10.	Termination.....	7
11.	Dispute Resolution .....	7
12.	Notices.....	7
13.	General Provisions.....	8
14.	Definitions and Interpretation.....	8

## Background

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- a) PWC owns and operates the Network.
- b) The Customer owns or occupies the Premises, to which PWC provides a network connection.
- c) PWC has under a Micro-Embedded Generator Basic Connection Agreement established the initial connection of the PV Unit to the Network.
- d) This Agreement sets out the terms and conditions upon which PWC will allow continued connection of the PV Unit to the Network.
- e) This Agreement does not deal with any payment credit the Customer may be entitled to receive for Export Electricity.

## 1. Eligibility

To be eligible to remain connected to the Network:

- (a) the PV Unit must comply with the Electricity Law;
- (b) the capacity of:
  - i. the PV Unit; and
  - ii. all PV Units installed at the Premises, must not be more than 30 kVA;
- (c) there must be a current PWC Customer Contract for the Premises.

### 1.1 Operation Connection Required

The same electrical lines that are used to supply electricity to the Premises are used to allow electricity to be fed back into the Network. For this reason, the Customer must have a fully operational connection from the Premises to the Network that enables supply under the PWC Customer Contract.

### 1.2 Compliance with Law

The Customer must ensure that the PV Unit complies, and continues at all times to comply, with the Electricity Law, Approvals and all relevant safety and technical requirements, otherwise PWC may disconnect the PV Unit from the Network.

## 2. PWC Customer Contract Not Affected

- (a) Subject to clause 13.1, this Agreement does not amend, directly or indirectly the PWC Customer Contract and nothing in this Agreement affects PWC's or the Customer's rights or obligations under the PWC Customer Contract.
- (b) The Customer must continue to pay any standard service charges under the PWC Customer Contract, no additional standard service charges will be payable under this Agreement in relation to the PV Unit.

## 3. Period of Agreement

### 3.1 Term of Agreement

This Agreement comes into effect once the PV Unit is first connected to the Network and will continue in effect until terminated in accordance with clause 10 of this Agreement (Term).

### 3.2 Accrued Rights

Upon expiry or termination of this Agreement, the parties will be discharged from any further obligations or liabilities under this Agreement, subject to any rights, obligations or liabilities which have accrued prior to or upon expiry or termination.

## 4. Customer's Obligations

### 4.1 Responsibility for PV Unit

- (a) The PV Unit remains at all times the property of the Customer, despite connection to the Network.
- (b) The Customer is solely responsible for, and will bear all costs associated with:
  - i. obtaining the PV Unit;
  - ii. obtaining and complying with all Approvals required for the PV Unit; and
  - iii. operating the PV Unit, including ongoing maintenance of the PV Unit.

- (c) The Customer must ensure that:
  - i. The PV Unit is regularly maintained including but not limited to maintenance of the electrical protection system;
  - ii. the PV Unit continues to comply with and perform in accordance with the Electricity Law;
  - iii. PWC's prior written approval is obtained for any replacement of, or alterations, modifications or additions to the PV Unit; and
  - iv. the PV Unit's settings are not replaced, modified or tampered within any way.

### 4.2 Operating Personnel

The Customer must ensure that any person operating the PV Unit:

- (a) is appropriately trained and competent in operating the PV Unit; and
- (b) has adequate knowledge and sufficient judgment to be able to respond appropriately in an emergency.

### 4.3 Persons Must Be Qualified

- (a) The Customer must ensure that only a properly licensed or accredited person carries out:
  - i. any ongoing regular maintenance of the PV Unit at the Premises; and
  - ii. any replacement of, or alterations, modifications or additions to the PV Unit.
- (b) The Customer is responsible for all costs associated with such maintenance.

### 4.4 No Interference With Safety Notices

The Customer must not, and must not permit any other person, to act contrary to or interfere or tamper with, remove or otherwise damage any switches, stickers, tags or other notices (**Safety Notices**) placed by PWC on the PV Unit. As examples, these Safety Notices may say things such as "do not operate", "danger" or similar.

### 4.5 Protection of the Network

- (a) The Customer will:
  - i. not interfere or allow its employees, agents, contractors or invitees to interfere with the Infrastructure;
  - ii. use reasonable endeavours to protect the Infrastructure from unauthorised interference;
  - iii. notify PWC of any interference, defector damage to the Infrastructure within 5 Business Days of becoming aware of it;
  - iv. pay the reasonable costs of repair or replacement of the Infrastructure, on request, if the defect or damage was caused by the Customer, or by another person in circumstances where the Customer failed to take reasonable care to prevent that; and
  - v. not do anything that interferes with the safe or efficient operation of the Network or permit anyone else to do so.
- (b) If PWC reasonably considers that the Customer's connection or any part of the PV Unit is having an adverse effect on the Network, the Customer must comply with any reasonable directions given to it by PWC to correct that interference or effect.

#### 4.6 Customer Acknowledgement

The Customer acknowledges that failure to comply with its obligations listed in clauses 4.1, 4.2, 4.3, 4.4 and 4.5 may result in a safety hazard for people (including PWC employees), the environment and property (including the Network) and indemnifies PWC in respect of any loss, damage or liability suffered or incurred as a result.

#### 4.7 Keep PWC Informed

The Customer must properly inform PWC if there is a change in:

- (a) its contact details;
- (b) access to the Meter; or
- (c) the PV Unit.

#### 4.8 Other Obligations

The Customer will, throughout the Term comply with:

- (a) the Electricity Law;
- (b) any reasonable directions given by PWC under the Electricity Law; and
- (c) any reasonable directions given by PWC under this Agreement.

### 5. Network Connection

The parties acknowledge the initial connection of the PV Unit to the Network occurred under the Micro-Embedded Generator Basic Connection Agreement entered into between the parties.

### 6. Metering

#### 6.1 Ownership and Maintenance

The Meter will remain at all times the property of PWC and PWC will maintain the Meter.

#### 6.2 Testing of Meter at Customer's Request

- (a) The Customer may request PWC to test the Meter, at the Customer's cost.
- (b) PWC will carry out the test within 15 Business Days or as otherwise negotiated with the Customer.
- (c) The Customer has the right to be present during the test.
- (d) PWC will refund the cost of the test if it shows the Meter is defective.

#### 6.3 PWC May Initiate a Test or Replacement

- (a) PWC may, at its cost, test or replace the Meter.

#### 6.4 Faulty Meter or Incorrect Reading

PWC will adjust its record of the amount of Export Electricity as necessary if:

- (a) the Meter is defective; or
- (b) a checked reading shows the Meter to be incorrect.

#### 6.5 Ownership of Infrastructure

Unless PWC otherwise agrees in writing, all Infrastructure up to and including the Connection Point is PWC's property.

### 7. Access to Premises

#### 7.1 Customer to Allow Access

The Customer hereby authorises an Electricity Officer or Authorised Officer of PWC access to the Premises to:

- (a) inspect and ensure that the Infrastructure and the PV Unit are safe and to minimise damage;

- (b) investigate, examine, read and test the Infrastructure or the PV Unit;
- (c) take photos or make records for the purpose of evidence;
- (d) disconnect the PV Unit; or
- (e) conduct any activity required or permitted by law.

#### 7.2 Notice

PWC will, where practicable, give the Customer reasonable notice of its intention to enter the Premises if access is required under clause 7.1 except where:

- (a) access is required in an emergency; or
- (b) the Customer has previously given permission.

### 8. Interrupting, Reducing or Ceasing Electricity

#### 8.1 Interruption, Reduction or Cessation of Export Electricity

- (a) The connection of the PV Unit to the Network is subject to a variety of factors including accidents, weather, the acts of third parties and the need to work on the electricity generation, transmission and distribution systems. Accordingly, PWC may not be able to ensure that the connection to the Premises will be uninterrupted. If the connection is interrupted or reduced, it will prevent or restrict the Customer exporting electricity from the PV Unit to the Network.
- (b) PWC may require the Customer to interrupt, reduce or cease export of electricity from the PV Unit to the Network:
  - i. to allow PWC to perform operations on the Network; or
  - ii. if PWC reasonably believes that it is necessary to do so in an emergency situation, or to allow compliance with good electricity industry practice or other dangerous or unexpected events.

#### 8.2 Notice of Requirement to Interrupt, Reduce or Cease

- (a) Where practicable, PWC will give the Customer written notice if an interruption, reduction or cessation of Export Electricity is required.
- (b) PWC will endeavour to keep the period of interruption, reduction or cessation as short as practicable.

### 9. Disconnection

#### 9.1 Disconnection at the Request of the Customer

The Customer may request that PWC disconnect the PV Unit from the Network at any time, by giving at least 7 Business Days' notice before the date the Customer wants the PV Unit to be disconnected.

#### 9.2 Disconnection by PWC

- (a) PWC may disconnect the PV Unit from the Network at any time if the Customer does not meet the criteria set out in clause 1 of this Agreement or if this Agreement is terminated for whatever reason.
- (b) PWC may disconnect the PV Unit from the Network at any time and without requirement of prior notice if PWC determines that the PV Unit is dangerous or presents a risk to:
  - i. the health or safety of PWC's employees, or other persons; or
  - ii. the integrity of the Network.

- (c) PWC may also disconnect the PV Unit from the Network in the circumstances permitted under the Electricity Law. PWC will follow any relevant procedure set out in the Electricity Law in conducting such disconnection.
- (d) PWC will not reconnect the PV Unit to the Network until it is satisfied that the Customer has corrected any issues with the PV Unit and satisfied PWC's concerns. The Customer will need to reapply to PWC to have the PV Unit reconnected.
- (e) Where the PV Unit has been disconnected from the Network, the Customer will not be able to export electricity from the PV Unit to the Network.

## 10. Termination

### 10.1 Termination Without Default

- (a) This Agreement terminates if for any reason:
  - i. the PWC Customer Contract terminates;
  - ii. the PV Unit is disconnected from the Network in accordance with clause 9; or
  - iii. the Customer ceases to own or occupy the Premises.
- (b) This Agreement may be terminated by PWC at any time by giving 90 days' notice in writing to the Customer.
- (c) PWC may at any time publish a revised form of the terms of this Agreement on its website, which terms will supersede the terms of this Agreement as from their publication. By keeping the PV Unit connected to the Network the Customer is taken to have accepted those terms. The published terms may form a subset of a contract which deals generally with the connection of the Customer's premises to the Network. PWC will give notice via social media platforms of any revised form of the terms of this Agreement which it publishes.

### 10.2 Termination for Default

- (a) The Customer is in default (Default) if:
  - i. the Customer does not continue to comply with clause 1 of this Agreement;
  - ii. the Customer fails to comply with any requirement of the Electricity Law to the reasonable satisfaction of PWC;
  - iii. the Customer fails to comply with any direction of PWC under clause 4.5(b);
  - iv. the Customer interferes in any way with the Infrastructure;
  - v. there is a breach by the Customer of any of its other obligations under this Agreement; or
  - vi. the Customer purports to assign, transfer, mortgage or encumber its interest under this Agreement without PWC's consent.
- (b) If the Customer is in Default, PWC may, by notice to the Customer, terminate this Agreement with immediate effect.

### 10.3 Breaches

If this Agreement is terminated under this clause 10, PWC's rights will not be prejudiced or affected for any action that it may have against the Customer in relation to any breach of the provisions of this Agreement by the Customer.

## 11. Dispute Resolution

If there is a dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or claimed invalidity of this Agreement or any part (Dispute), the following provisions will apply:

- (a) The Dispute will not be subject to litigation unless and until the provisions of this clause 11 have been complied with.
- (b) The party claiming the Dispute will give the other party a written notice setting out the material particulars of the Dispute, and the position which it considers to be correct.
- (c) Representatives from both parties will meet in person or by telephone within 10 Business Days of the date of receipt of the notice under paragraph (b) and each use reasonable endeavours to resolve the Dispute.
- (d) If the Dispute is not resolved as evidenced by a signed statement by each representative within 20 Business Days of the notice under paragraph (b), then the Customer may refer the Dispute to the Ombudsman or such other person or entity having the jurisdiction and power to resolve the Dispute.

## 12. Notices

### 12.1 Notices to be in Writing

- (a) Any notices, approval, consent, demand or other communication given under or in connection with this Agreement (Communications) must be in writing and sent to the address of each party (as notified by the relevant party from time to time).
- (b) Any Communications must be:
  - i. delivered by hand;
  - ii. sent by pre-paid certified post;
  - iii. sent by facsimile; or
  - iv. sent by such other electronic means as the parties may agree.

### 12.2 Receipt of Notices

- (a) Mail will be deemed to have been received on the second Business Day from and including the date of posting.
- (b) Facsimiles sent before 4.00 pm on a Business Day will be deemed to be received on that day, but if sent after 4.00pm will be deemed to be received at 9.00 am the next Business Day. The sender must have a transmission report stating that the facsimile was sent successfully to the other party's facsimile number as specified in the Schedule.

### 12.3 Change of Address

Either party must notify the other of any change of address for service of notices within 7 days of the change.

### 12.4 Notices Sent by Email

- (a) Other than a Communication given under clause 10, any Communication may also be sent by email if:
  - i. the Notice is sent to the relevant email address last notified by the intended recipient to the sender; and
  - ii. the sender keeps an electronic or printed copy of the Notice sent.
- (b) A Communication sent under paragraph (a) will be taken to be duly received on return of a receipt produced by the system to which the email was sent which indicates that the email was sent to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the day the email was sent if a Business Day and otherwise on the next Business Day.

## 13. General Provisions

### 13.1 Inconsistency with Electricity Law or the PWC Customer Contract

- (a) To the extent of any inconsistency between this Agreement and the Electricity Law, the terms of the Electricity Law should prevail.
- (b) To the extent of any inconsistency between this Agreement and the PWC Customer Contract, the terms of this Agreement should prevail.

### 13.2 Proper Law and Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of the Northern Territory and the parties submit to the exclusive jurisdiction of the courts of, or exercising jurisdiction in, the Northern Territory and warrant that they will not make any objection to the jurisdiction of those courts on the grounds of convenience.

### 13.3 Assignment by the Customer

The Customer may assign all or any part of its rights and obligations under this Agreement with PWC's prior written consent (such consent not to be unreasonably withheld).

### 13.4 Assignment by PWC

Subject to the provisions of applicable laws, PWC may assign all or any part of its rights and obligations under this Agreement without the Customer's consent.

### 13.5 Successors

This Agreement is only binding on the Customer and PWC or its successor and permitted assigns.

### 13.6 No representation or reliance

- (a) Each party acknowledges that neither party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (b) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the other party, except for representations or inducements expressly set out in this Agreement.

### 13.7 Variations and Waivers to be in Writing

Subject to clause 10.1c), no variation, modification or waiver of any provision in this Agreement, nor consent to any departure by any party from any such provision, will be of any effect unless it is in writing, signed by the parties or (in the case of a waiver or a consent) by the party giving it. Any such variation, modification, waiver or consent will be effective only to the extent to or for which it may be made or given.

### 13.8 Waiver

No failure, delay, relaxation or indulgence by any party in exercising any right conferred on such party by this Agreement will operate as a waiver of such right, nor will any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Agreement.

### 13.9 Costs

Each party will bear its own costs (including legal costs) of and incidental to the preparation, negotiation and execution of this Agreement.

### 13.10 Further Assurances

The parties agree that they will perform, execute, acknowledge and deliver all such further acts, documents, agreements and assurances as shall be variably required to give full effect to this Agreement.

### 13.11 Severance

- (a) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it is severed to the extent possible and necessary to make this document enforceable, provided that such severance would not materially change the intended effect of this document.
- (b) The existence of such a provision will not affect or impair:
  - i. the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - ii. the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## 14. Definitions and Interpretation

### 14.1 Definitions

In this Agreement:

**Act** means the Electricity Reform Act (NT).

**Agreement** means this Connection Agreement between PWC and the Customer.

**Approvals** means all consents, licences, approvals, permits, registrations and other authorisations which are required to be granted by any government department, regulatory body, instrumentality, minister, agency, court, tribunal or other authority, required in relation to the installation and connection of the PV Unit.

**Australian Wiring Rules** means the Australian/ New Zealand Standard for Wiring Rules (AS/NZS 3000:2007) as amended from time to time.

**Authorised Officer** has the same meaning as it has in the Act.

**Business Day** means any Week Day on which banks are open for trading in Darwin.

**Communications** is defined in clause 12.1.

**Connection Point** means the boundary between the Network and the PV Unit. Customer means the party contracting with PWC under this Agreement.

**Default** is defined in clause 10.2.

**Dispute** is defined in clause 11.

**Electricity Law** means the Act, the ESAA Australian Guidelines for Grid Connection of Energy Systems via Inverters, the Installation and Service Rules, the Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters, PWC's electricity distributor's licence and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree edict, declaration, ruling, order or other similar pronouncement validly issued by any authority.

**Electricity Officer** means a person appointed as such by PWC under section 52 of the Act. The Electricity Officer will have an identity card.

**ESAA Australian Guidelines for Grid Connection of Energy Systems via Inverters** means the document so entitled, currently published on PWC's website at <https://www.powerwater.com.au/> as revised by PWC from time to time.



**Export Electricity** means the quantity of electricity generated by the PV Unit as measured by the Meter.

**Import Electricity** means electricity imported from the Network by the Customer at the Premises under the terms of the PWC Customer Contract.

**Infrastructure** means the infrastructure directly or indirectly servicing the Premises which may include:

- (a) electricity generation facilities;
- (b) powerlines;
- (c) substations for converting, transforming or controlling electricity;
- (d) connection equipment or network system assets;
- (e) equipment for metering, monitoring or controlling electricity, including the Meter; or
- (f) any wires, fittings, equipment, accessories or other things (including tunnels and cavities) used for, or in connection with, the generation, transmission, distribution or supply of electricity, which are necessary for PWC to receive Export Electricity in accordance with this Agreement.

**Installation and Service Rules** means the documents so entitled, currently published on PWC's website at <https://www.powerwater.com.au/customers/power/solar-power-systems> as revised by PWC from time to time.

**Meter** means the instrument installed at the Premises to measure the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity. The Meter measures both:

- (a) Import Electricity; and
- (b) Export Electricity.

**Network** has the same meaning as "electricity network" in the Act.

**Ombudsman** means the Ombudsman of the Northern Territory, 12th Floor, NT House, 22 Mitchell Street, Darwin, Northern Territory 0800.

**Premises** means the premises from which electricity is sourced under this Agreement.

**PV Unit** means a photovoltaic system and inverter.

**PWC** means the Power and Water Corporation ABN 15 947352360.

**PWC Customer Contract** means the contract between PWC and the Customer for the supply of Import Electricity with or without an energy storage device.

**Safety Notices** is defined in clause 4.4.

**Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters** means the document so entitled, currently published on PWC's website at <https://www.powerwater.com.au/customers/power/solar-power-systems> as revised by PWC from time to time.

**Term** is defined in clause 3.1.

**Week Day** means any Monday, Tuesday, Wednesday, Thursday or Friday.

**Wiring Diagram** means a high-quality electrical wiring diagram which details the entire installation and its connection to the Network, details of which are set out in the Technical Requirements for Grid Connection of Photovoltaic Systems via Inverters.

## 14.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
- (b) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and
- (d) permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;
- (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexure to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) no rule of construction applies to the disadvantage of a party on the basis that the Party put forward the Agreement or any part;
- (k) includes in any form is not a word of limitation;
- (l) a reference to \$ or dollar is to Australian currency; and
- (m) obligations to indemnify survive termination or expiry of this Agreement.