

Appendix A Final Code amendment (redlined)

Code provisions

Red underlined text indicates additions to the drafting from the version provided in the Technical consultation.

Red strikethrough text indicates deletions from the drafting from the version provided in the Technical consultation.

Black underlined text indicates added text (as consulted on in the Technical consultation).

Black strikethrough text indicates deleted text (as consulted on in the Technical consultation).

Electricity Industry Participation Code 2010

Part 1

Preliminary provisions

aggregated capacity, for the purposes of Part 6, means the sum of the capacity of either load or distributed generation of all points of connection subject to an application under Part 6

applicant, for the purposes of Part 6, means any person who:

- (a) applies to a distributor to have load or distributed generation owned or operated by that person, or that the person intends to own or operate, connected to a distribution network or to a consumer installation that is connected to a distribution network, including by a network extension; or
- (b) applies to a distributor to continue an existing connection of load or distributed generation in the circumstances specified in clause 6.1(b)(ii) and (iii); or
- (c) is a distributed generator and applies to a distributor to change the maximum export power or fuel type of connected distributed generation; or
- (d) is a consumer and applies to a distributor to change the connected capacity of the person's load connection

clock stop/start mechanism for distributors, for the purposes of Part 6, means a policy that all distributors have jointly adopted for the purposes of Part 6 that, if made, distributors must be use under clause 6.12A to determine when stopping and restarting the time frames that applies to an initial, interim and final applications under Part 6

connection and operation standards, in relation to a distributor or distributed generation or load,

- (a) means requirements, as amended from time to time by the distributor, that
 - (i) are set out in written policies and standards of the distributor the distributor's written policies and standards; and
 - (ii) relate to connecting distributed generation or load to a distribution network or to a consumer installation that is connected to a distribution network, and the operation of the distribution network, including requirements relating to the

planning, design, construction, testing, inspection, and operation of distributed generation or load that is, or is proposed to be, connected; and

(iii) are made publicly available published in accordance with clause 6.3; and

(iv) reflect, or are consistent with, reasonable and prudent operating practice; and

(b) includes the following, as amended from time to time by the distributor:

(i) the distributor's congestion management policy, as referred to in clause 6.3(2)(d);
and

(ii) the distributor's emergency response policies; and

(iii) the distributor's safety standards; and

(c) includes the following, if made and as amended from time to time by distributors jointly:

(i) the queueing and management policy for distributors; and

(ii) the clock stop/start mechanism for distributors; and

(d) until 1 September 2026, may include the distributor's policies for specifying available maximum export power amongst categories of network users, a maximum export power threshold for applications under Process 1A of Schedule 6.1, and the methodology used to determine that threshold

distributed generator, for the purposes of Part 6, means a person who owns or operates, or intends to own or operate, distributed generation

final application, for the purposes of Part 6, means an application made under clause 7 of Appendices 2 and 4 of Schedule 6.1 and clause 12 of Appendices 3 and 5 of Schedule 6.1

generating plant means—

(a) equipment collectively used for generating electricity; and

(b) for the purposes of Part 6, this includes energy storage systems, bi-directional chargers, inverters and equipment that converts solar energy to electricity, to the extent that they and which inject electricity into a distribution network and/or support distribution network management

grouped applications means, for the purposes of Part 6, a first final application, a second final application, and one or more further final applications that the distributor receives within 20 business days of the first final application and that the distributor is required to consider simultaneously under Appendices 2, 3, 4 and 5 of Schedule 6.1

initial application, for the purposes of Part 6, means an application made under clause 2 of Appendices 2, 3, 4 and 5 of Schedule 6.1

interim application, for the purposes of Part 6, means an application made under clause 7 of Appendices 3 and 5 of Schedule 6.1

load means, for the purposes of Part 6, any connection to a distribution network or to a consumer installation that consumes more than 69 kVA of electricity, other than distributed generation

maximum export power means the maximum active power exported into a network the local network or embedded network at an ICP of a distributed generator, and is equal to—

- (a) the nameplate capacity of the **distributed generation** minus the minimum **load** at the **point of connection**; or
- (b) the **active power** export limit imposed by an **active power** export control device

network connections pipeline, for the purposes of Part 6, means the applications to a **distributor** under Part 6 to connect **distributed generation** or **load** to the **distribution network** of the **distributor**, **by network**, ranked in the order of their **priority position** for consideration of those applications by the **distributor** **in accordance with the queueing and management policy for distributors, if made**.

prescribed terms means the terms set out in Schedule 6.2B

priority position is the position in the **network connections pipeline** that indicates the priority a **distributor** places on an application relative to other applications in the **network connections pipeline**

process 1, for the purposes of Part 6, means the process that applies to applications for **to connect distributed generation** that has a **maximum export power** of 10 kW or less **to a distribution network** under **Appendix 1** of Schedule 6.1

process 1A, for the purposes of Part 6, means the **one-stage** process that applies to applications **for to connect distributed generation** that has a **maximum export power** of 10 kW or less **to a distribution network** under **Appendix 1A** of Schedule 6.1

process 2, for the purposes of Part 6, means the process that applies to applications for **to connect distributed generation** that has a **maximum export power** above 10 kW and below 300 kW **to a distribution network** under **Appendix 2** of Schedule 6.1

process 3, for the purposes of Part 6, means the process that applies to applications for **to connect distributed generation** with a **maximum export power** of 300 kW or more **to a distribution network** under **Appendix 3** of Schedule 6.1

process 4, for the purposes of Part 6, means the process that applies to applications for **to connect load** above 69 kVA and below 3500 kVA **to a distribution network** under **Appendix 4** of Schedule 6.1

process 5, for the purposes of Part 6, means the process that applies **to** applications for **to connect load** of 3500 kVA or more **to a distribution network** under **Appendix 5** of Schedule 6.1

queueing and management policy for distributors means each **distributor**'s policy **the a policy that all distributors have adopted for the purposes of Part 6 and which, if made, must be used** **distributors must use** under clause 9 of Appendix 2, clause 14 of Appendix 3, clause 8 of Appendix 4, clauses **8 and 13** of Appendix 5 for queueing and managing an application to connect **distributed generation** or **load** to a **distribution network**, and to change the capacity of a **distributed generation** or **load** connection, **required under Part 6**, where—
(a) queueing includes the **distributor**'s processes to set the **priority position** of, and manage, applications in the **network connections pipeline**; and

(b) managing includes the **distributor's** process for managing applications **from initial application with final approval** to construction and completion, including setting project milestones, applying tolerance, and what occurs when project milestones are missed

queueing and management policy for distributors means **each distributor's policy** a policy that all **distributors** have adopted for the purposes of Part 6 and which, if made, **must be used** **distributors must use** under clause 9 of Appendix 2, clause 14 of Appendix 3, clause 8 of Appendix 4, clauses 8 and 13 of Appendix 5 for queueing and managing an application to connect **distributed generation or load** to a **distribution network**, and to change the capacity of a **distributed generation or load** connection, **required under Part 6**, where—

(a) queueing includes the **distributor's** processes to set the **priority position** of, and manage, applications in the **network connections pipeline**; and

(b) managing includes the **distributor's** process for managing applications **from initial application with final approval** to construction and completion, including setting project milestones, applying tolerance, and what occurs when project milestones are missed

regulated terms means the terms set out in Schedule 6.2 and Schedule 6.2A

second final application means, for the purposes of Part 6, a **final application** that a **distributor** receives within 20 **business days** after the date on which the **distributor** receives a **first application**, and **second final applications** has a corresponding meaning.

Part 6

Connection of distributed generation to distribution networks

Contents

6.1 Contents of this Part

6.2 Purpose

6.2A Application of Part to distributors in respect of embedded networks

6.2AB Application of Part to applicants who are not participants

6.2AC **Application of Part to multiple points of connection or installations at the same location** **Application of Part to developments, subdivisions, or points of connection or installations at the same location** When to determine application thresholds using total aggregated capacity

6.2B Application of Part to distributors in respect of systems of lines not directly or indirectly connected to grid

6.2C **Connection and operation standards**

6.3 **Distributors must publish information that is not confidential**

6.3A **Distributor must provide information to the Authority**

6.3B **Distributor may identify confidential information**

6.3C **Authority may publish information**

6.4 Process for obtaining approval

6.4A Distributor and **distributed generator** **applicant** may agree to simpler process for existing connection

6.5 Connection contract

6.6 Connection on regulated terms

6.6A **Connection of load on prescribed terms**

- 6.7 Extra terms
- 6.8 Dispute resolution
- 6.8A Complaints by applicants that are not participants
- 6.9 Distributed generation Pricing principles
- 6.10 [Revoked]
- 6.11 Distributors must act at arm's length
- 6.12 This Part does not affect rights and obligations under Code
- 6.12A Time frames for actions defined in this Part
- 6.12B Distributors to act reasonably
- Transitional provisions*
- 6.13 This Part does not apply to earlier connections

Schedule 6.1

Process for obtaining approval

Preliminary provisions

Confidentiality

Annual reporting and record keeping

Costs

Appendix 1

Process 1: Applications for distributed generation with maximum export power of 10 kW or less in total

Application process

Post-approval process

Appendix 1A

Process 1A: Applications for distributed generation with maximum export power of 10 kW or less in total in specified circumstances

Appendix 2

Process 2: Applications for distributed generation with maximum export power above 10 kW and below 300 kW in total

Initial application process

Final application process

Post-approval process

Appendix 3

Process 3: Applications for distributed generation with maximum export power of 300 kW or more and above in total

Initial application process

Interim application process

Final application process

Post-approval process

Appendix 4

Process 4: Applications for load above 69 kVA and below 300-500 kVA in total

Initial application process

Final application process

Post-approval process

Appendix 5

Process 5: Applications for load at 300-500 kVA or more and above in total

Initial application process

Interim application process

Final application process

Post-approval process

Schedule 6.2

Regulated terms for distributed generation

General

Meters

Access

Interruptions and disconnections

Time frame for construction

Confidentiality

Pricing

Liability

Schedule 6.2A

Regulated terms for load connections under Process 4 and Process 5 of Schedule 6.1

when applicant is a participant

General

Meters

Access

Interruptions and disconnections

Confidentiality

Liability

Schedule 6.2B

Prescribed terms for load connections under Process 4 and Process 5 of Schedule 6.1

when applicant is not a participant

General

Meters

Access

Interruptions and disconnections

Confidentiality

Liability

Schedule 6.3

Default dispute resolution process

Schedule 6.4

Distributed generation Pricing principles

Capital and operating expenses

Share of generation-driven costs

Repayment of previously funded investment

Non-firm connection service

Schedule 6.5
Prescribed maximum fees

6.1 Contents of this Part

This Part specifies—

- (a) a framework to enable the connection and continued connection of **distributed generation and load to a distribution network** if consistent with **a distributor's connection and operation standards required under clause 6.2C**; and
- (b) in Schedule 6.1, processes (including time frames) under which **applicants distributed generators** may—
 - (i) connect **distributed generation or load to a distribution network**; or
 - (ii) continue an existing connection of **distributed generation or load to a distribution network** if the connection contract for the **distributed generation connection**—
 - (A) is in force and the **applicant distributed generator** wishes to extend the term of the connection contract; or
 - (B) has expired; or
 - (iii) continue an existing connection of **distributed generation or load to a distribution network** that is connected without a connection contract if the **regulated terms or prescribed terms** do not apply; or
 - (iv) change the **maximum export power, nameplate capacity, inverter model, electricity producing components within the connected distributed generation**, or fuel type of connected **distributed generation**; or
 - (v) change the capacity of a **load** connection; and
- (c) in Schedule 6.2, the **regulated terms** that apply to **the connection of distributed generation** in the absence of **contractually agreed terms** **a connection contract**; and
 - (ea) **in Schedule 6.2A, the regulated terms that apply to load in the absence of a connection contract when the applicant is a participant**; and
 - (eb) **in Schedule 6.2B, the prescribed terms that apply to load in the absence of a connection contract when the applicant is not a participant**; and
- (d) in Schedule 6.3, a default dispute resolution process for disputes related to this Part; and
- (e) in Schedule 6.4, the **distributed generation** pricing principles to be applied for the purposes of this Part; and
- (f) in Schedule 6.5, prescribed maximum fees.

6.2 Purpose

The purpose of this Part is to enable **distributed generation and load** to be connected to a **distribution network** or to a **consumer installation** that is connected to a **distribution network**, if being connected is consistent with **the distributor's connection and operation standards**.

6.2A Application of Part to distributors in respect of embedded networks

Nothing in this Part applies to—

- (a) a **distributor** in respect of the **distributor**'s ownership or operation of an **embedded network** that conveys less than 5 GWh of **electricity** per annum; or
- (b) a **distributed generator** when the **distributed generator** wishes to connect or has **distributed generation** connected to such an **embedded network** that conveys less than 5 GWh of electricity per annum; or
- (c) an **applicant** when the **applicant** wishes to connect or has **load** connected to such an **embedded network** that conveys less than 5 GWh of **electricity** per annum.

6.2AB Application of Part to applicants who are not participants

- (1) For the avoidance of doubt, an **applicant** who is not a **participant** is not required to comply with this Part and cannot be subject to the enforcement measures set out in the **Act** or the Electricity Industry (Enforcement) Regulations 2010 for failing to comply with this Part.
- (2) Despite subclause (1), a **distributor** may refuse an application under this Part if an **applicant** who is not a **participant** fails to carry out the requirements expressed in this Part as applying to an **applicant**.

6.2AC Application of Part to developments, subdivisions, or multiple points of connection or installations at the same location

- (1) This clause applies where—
 - (a) a person is intending to do any of the matters in clause 6.1(b) in respect of a **development, subdivision, or set of activity that will require more than one points of connection or more than one installations (load or distributed generation)** at a **point of connection** at the same location; and
 - (b) those matters are intended to be carried out at or about the same time; and
 - (c) the person wishes to make an application or applications under this Part in respect of those matters.
- (2) Where this clause applies, unless there are reasonable grounds not to do so—
 - (a) in order for this Part to apply, unless there are reasonable grounds not to do so, the person must make a single application in respect of the **development, subdivision, or set of point or points of connection or installations**; and
 - (b) if a person makes a single application in respect of the **point or points of connection**—
 - (i) the total **aggregated capacity** of either **load** or **distributed generation** for the **development, subdivision, or set of point or points of connection or installations** applies for the purpose of determining under Schedule 6.1 which application process applies; and
 - (ii) if the application is in respect of more than one **point of connection**, every reference in this Part to a **point of connection** is to be read as a reference to **all those points of connection included in the single application**.
- (3) Reasonable grounds under subclause (2)(a) includes that for genuine commercial reasons it is necessary for the person to stagger or make more than one application in respect of the **development, subdivision, or set of point or points of connection or installations**.

6.2B Application of Part to distributors in respect of systems of lines not directly or indirectly connected to grid

Nothing in this Part applies to—

- (a) a **distributor** in respect of the **distributor's** ownership or operation of a system of **lines** that is used for providing **line function services** only to the **distributor**; or
- (b) a **distributor** in respect of the **distributor's** ownership or operation of a system of **lines**—
 - (i) that conveys less than 5 GWh of **electricity** per annum; and
 - (ii) that is not—
 - (A) directly connected to the **grid**; or
 - (B) indirectly connected to the **grid** through ~~1~~one or more other **networks**; or
- (c) a **distributed generator** when the **distributed generator** wishes to connect or has **distributed generation** connected to a system of **lines** described in paragraph (b).

6.2C Connection and operation standards

~~Each distributor must have connection and operation standards, including a which must include the queueing and management policy for distributors, clock stop/start mechanism for distributors and a congestion management policy, that align with good electricity industry practice.~~

6.3 Distributors must publish make information publicly available that is not confidential

- (1) The purpose of this clause is to require each **distributor** to ~~make~~ **publish** certain information ~~publicly available~~ to enable the ~~efficient~~ approval of **distributed generation and load** under Schedule 6.1.
 - (1A) ~~Confidential information, for the purposes of this clause, means information that is –~~
 - (a) ~~commercially sensitive to the applicant, to any person to which the information relates or any person who supplied the information to the applicant;~~
 - (b) ~~subject to an obligation of confidence;~~
 - (c) ~~by its nature, confidential; and~~
 - (d) ~~for any other genuine reason, confidential.~~
 - (1B) ~~Each distributor must consult with each applicant proposing to connect to its network to determine when providing information to the distributor must, acting reasonably, identify what information provided to the distributor, if any, is the applicant's confidential information.~~
 - (e) ~~commercially sensitive to the applicant, to any person to which the information relates or any person who supplied the information to the applicant;~~
 - (f) ~~subject to an obligation of confidence;~~
 - (g) ~~by its nature, confidential; and~~
 - (h) ~~for any other genuine reason, confidential.~~
 - (1BC) ~~Where an applicant advises the distributor that certain information it has provided is confidential information under subclause (1A), the distributor must~~
 - (a) ~~mark that item of information as confidential in its records;~~
 - (b) ~~treat that information as confidential;~~
 - (c) ~~not disclose that information publicly in a manner that identifies the confidential information without the applicant's written consent; and~~

(d) comply with clause 5(5) of Schedule 6.1.

(2) Each distributor must make publicly available, free of charge, from its office and Internet site, publish—

- (a) application forms to be used for applications under Schedule 6.1; and
- (b) the distributor's connection and operation standards; and
- (c) a copy of the regulated terms and prescribed terms, together with an explanation of how the regulated terms and prescribed terms will apply if—
 - (i) approval is granted under Schedule 6.1; and
 - (ii) the distributor and the applicant-distributed generator do not enter into a connection contract; and
- (ca) ~~a copy of the queueing and management policy for distributors, and clock stop/start mechanism for distributors;~~
- (d) a statement of the circumstances in which distributed generation or load will be, or may be, curtailed or interrupted from time to time in order to ensure that the distributor's other connection and operation standards are met; and
- (da) a list, updated on before the first business day after 15 December, 15 March, 15 June, and 15 September of January, April, July and October, of all locations on its distribution network that the distributor knows ~~to bear~~ subject to export congestion; and
- (db) a list, updated on before the first business day after 15 December, 15 March, 15 June, and 15 September of January, April, July and October, of all locations on its distribution network that the distributor expects to become subject to export congestion within the next 12 months; and
- (dc) until 1 September 2026, the maximum export power threshold and the methodology used to determine that threshold, for locations at which the distributor has set a maximum export power threshold for applications under Part 1A of Schedule 6.1; and
- (dd) distributor contact information for ~~queries about discussions on~~ available and upcoming network capacity; and
- (de) a lists containing the following information if known (“capacity information”) updated on before the first business day after 15 December, 15 March, 15 June, and 15 September of January, April, July and—
 - (i) location and available capacity including time of use capacity, ~~at points along of zone substation distribution feeders~~; and
 - (ii) location and available capacity of transformers 500 kVA and above; and
- (df) The capacity information recorded in the lists referred to in paragraph (de) should—
 - (i) be marked with an as at date, ~~which is as close as possible to the applicable date~~ set out in paragraph (de); and
 - (ii) be to the best of the distributor's knowledge at the time of publication and should be immediately corrected ~~as soon as reasonably practicable~~ if an error is discovered; and
 - (iii) be marked as estimated where it is estimated; and
 - (iv) include caveats where the capacity is subject to change intra-day or intra-year; and
 - (v) note that applicants should contact the distributor directly for the most up to date and accurate capacity information.

- (df) a list, updated on the first **business day** of January, April, July and October and, where known, of the location and available capacity, including time of use capacity, of low voltage transformers; and
- (e) a list of any fees that the **distributor** charges under Schedule 6.1, which must not exceed the relevant maximum fees prescribed in Schedule 6.5; and
- (f) a list of the makes and models of inverters that the **distributor** has approved for connection to its **distribution network**; and
- (g) the **distributor**'s contact information for any enquiries relating to the connection of **distributed generation** connecting to its **distribution network**.

(3) The application forms referred to in subclause (2)(a) must specify the information, including any supporting documents, that must be provided with an application under Schedule 6.1.

(4) Subject to subclause (1B), the **distributor** must **publish** information, at both the **network** and zone substation level, about ~~on~~ its **network connections pipeline**, which—

- (a) for **distributed generation** applications received by the **distributor** under **Process 3** must include the following:
 - (i) the number of distributed generation applications in the network connections pipeline:
 - (ii) the sum of the maximum export power of these applications (in MW):
 - (iii) the number of applications by fuel type (~~wind, solar, energy storage system, other generation~~):
 - (iv) the number of applications by project stage (initial application, interim application, final application, construction, ~~or connected~~):
 - (v) detail on each application in the network connections pipeline (priority position in pipeline, maximum export power (MW), fuel type, project stage, location by zone substation or feeder, and (where relevant) date commissioned); and
- (b) for **load** applications received by the **distributor** under **Process 5** must include the following information:
 - (i) the number of load applications received:
 - (ii) the sum of the load capacity of each of those applications (in MVA):
 - (iii) the number of applications by load type (transport, process heat, data centre, ~~or other load~~):
 - (iv) the number of applications by project stage (initial application, interim application, final application, construction, ~~or connected~~):
 - (v) detail on each application in the network connections pipeline (priority position in pipeline, capacity (in MVA), load type, project stage, location by zone substation or feeder, and (where relevant) date connected).
- (c) the network connections pipeline is to be updated before the final **business day** of each calendar month, except for December which is to be updated on 22 December or the next **business day** if 22 December is not a **business day**.

(5) The **distributor** must continue to **publish** information on applications under subclause (4) unless:

- (a) an application is withdrawn; or

(b) six months have passed since the date on which the **distributed generation** or **load** to which the application relates was connected.

(6) If an application is for connection of both distributed generation and load at the same ICP, then the distributor must publish the information for both distributed generation and load in accordance with subclause (4).

6.3A Distributor must provide information to the Authority

(1) The purpose of this clause is to require each **distributor** to provide the **Authority** with the information specified in subclause (2) to enable the **Authority** to—
(a) assess the effectiveness of **Process 3** and **Process 5** of Schedule 6.1; and
(b) monitor each **distributor's network connections pipeline**; and
(c) **publish** information about applications under **Process 3** and **Process 5** of Schedule 6.1 to provide participants with insight into each **distributor's network connections pipeline**; and
(d) carry out its objectives under section 15 of the **Act** and its functions under section 16 of the **Act** and section 14 of the Crown Entities Act 2004.

(2) Every **distributor** that is dealing with an application under **Process 3** and **Process 5** of Schedule 6.1 must provide the following information to the **Authority** on the first **business day** of January, April, July and October of every calendar year:
(a) for each application under **Process 3**—
(i) the name of the **applicant**; and
(ii) the location by zone substation and global positioning system coordinates of the connection of the application to the network; and
(iii) the fuel type (wind, solar, **energy storage system**); and
(iv) the **maximum export power** in **MW**; and
(v) the project stage by identifying whether the application is an **initial application**, **interim application** or **final application**; and
(vi) the application's position in the **network connections pipeline**; and
(vii) when the **applicant** expects to connect the **distributed generation**:
(b) for each application under **Process 5**—
(i) the name of the **applicant**; and
(ii) the location by zone substation and global positioning system coordinates of the connection of the application to the network; and
(iii) the **load** type (transport, process heat, data centre); and
(iv) the maximum import power in **MVA**;
(v) the project stage by identifying whether the application is an **initial application**, **interim application**, **final application** and whether the project is in construction or commissioned; and
(vii) the application's position in the **network connections pipeline**; and
(viii) when the **applicant** expects to connect the **load**.
(3) The information provided to the **Authority** under subclause (2) must be in the form and by the means specified by the **Authority**.
(4) The **distributor** is not required to provide the information in subclause (2) to the **Authority** if—

- (a) the ~~distributor~~ does not have the information and it is not reasonably possible for the ~~distributor~~ to obtain the information, including because the person that holds the information may lawfully refuse to provide the information to the ~~distributor~~; or
- (b) the ~~distributor~~ or the ~~applicant~~ has legal professional privilege in respect of the information.

6.3B Distributor may identify confidential information

- (1) In providing information to the ~~Authority~~ under clause 6.3A(2), a ~~distributor~~ may identify any information that is confidential in that
 - (a) disclosure of the information would unreasonably prejudice the commercial position of the ~~distributor~~ or the person who is the subject of that information; or
 - (b) confidentiality is necessary to protect information which is itself subject to an obligation of confidence; or
 - (c) if clause 6.3A(2) did not apply, disclosure by the ~~distributor~~ would be in breach of law.
- (2) If a ~~distributor~~ identifies confidential information to the ~~Authority~~ under subclause (1), and the ~~Authority~~ wishes to ~~publish~~ all or any part of that information, the ~~Authority~~ must determine whether the reasons for keeping the information confidential are outweighed by other considerations which render it desirable for the ~~Authority~~ to ~~publish~~ all or any part of the information in order to give effect to one or more of the purposes set out in clause 6.3A(1).
- (3) If the ~~Authority~~ determines under subclause (2) that the reasons for keeping the information identified under subclause (1) confidential are outweighed by other considerations which render it desirable for the ~~Authority~~ to ~~publish~~ all or any part of the information, the ~~Authority~~ must inform the ~~distributor~~ of its determination.

6.3C Authority may publish information

- (1) If the ~~distributor~~ has not identified any confidential information under clause 6.3B(1), the ~~Authority~~ may ~~publish~~ all or any part of the information it has received from a ~~distributor~~ under clause 6.3A(2).
- (2) If the ~~distributor~~ has identified confidential information under clause 6.3B(1), and the ~~Authority~~ has determined under clause 6.3B(2) that the reasons for keeping the information identified under clause 6.3B(1) confidential are outweighed by other considerations, and has informed the ~~distributor~~ of its determination under clause 6.3B(3), the ~~Authority~~ may ~~publish~~ all or any part of the information provided to it under clause 6.3A(2).
- (3) If the ~~Authority~~ has determined under clause 6.3B(2) that there are reasons for keeping the information identified under clause 6.3B(1) confidential and does not consider that it is desirable to ~~publish~~ all or any part of the information identified under clause 6.3B(1), the ~~Authority~~ must not ~~publish~~ the information identified under clause 6.3B(1), subject to subclause (4).

(4) Subclause (3) does not prevent the **Authority** from doing one or more of the following in relation to the information provided to it under clause 6.3A(2) including the information identified as confidential under clause 6.3B(1):

- (a) using the information in connection with any purpose in clause 6.3A(1);
- (b) disclosing the information to any person in connection with any purpose in clause 6.3A(1) in anonymised or consolidated form such that the reasons for keeping the information confidential are not compromised;
- (c) disclosing the information where the **distributor** who supplied the information, or the person who is the subject of the information has consented to the disclosure of the information;
- (d) disclosing the information as required by law.

6.4 Process for obtaining approval

(1) Schedule 6.1 applies if a **distributed generator** **an applicant** wishes to—

- (a) connect **distributed generation** **or load** to a **distribution network**, whether the **distributed generation** **will be** **is** on the **regulated terms** **or** **prescribed terms** or on other terms; or
- (b) continue an existing connection of **distributed generation** **or load** to a **distribution network** if the connection contract for the **distributed generation**—
 - (i) is in force and the **distributed generator** **applicant** wishes to extend the term of the connection contract **and the connection contract does not otherwise provide for an extension of its term**; or
 - (ii) has expired; or
- (c) continue an existing connection of **distributed generation** **or load** to a **distribution network** that is connected without a connection contract if the **regulated terms** **or** **prescribed terms** do not apply; or
- (d) change the **nameplate capacity** **maximum export power**, **nameplate capacity**, **inverter model**, **electricity producing components** within the connected **distributed generation**, or fuel type of connected **distributed generation**; or
- (e) change the capacity of an existing **load** connection, **unless the distributor and the applicant agree another process in accordance with clause 6.4A**.

(2) A **distributor** must approve an application to connect **distributed generation** submitted under Schedule 6.1 if the application complies with the requirements of that Schedule.

(3) Except as provided in clause 6.4A, a **distributor** cannot contract out of the provisions of Schedule 6.1 with a **distributed generator** **an applicant**.

6.4A Distributor and **distributed generator** **applicant** may agree to simpler process for existing connection

A **distributor** and a **distributed generator** **an applicant** may agree a simpler process for the continued connection of **distributed generation** to the **distributor's** **distribution network** to continue an **existing** connection to the **distributor's** **distribution network** than the relevant process set out in Schedule 6.1 if—

- (a) a connection contract for the **distributed generation**—
 - (i) is in force and the **distributed generator** **applicant** wishes to extend the term of the connection contract **and the connection contract does not otherwise provide for an extension of its term**; or

- (ii) has expired; or
- (b) the ~~distributed generation applicant~~ is connected without a connection contract; or
- (c) there is a change in the ~~maximum export power, nameplate capacity, inverter model, electricity~~ producing components within the connected ~~distributed generation~~, or fuel type of the ~~distributed generation~~; or
- (d) there is a change to the capacity of the existing ~~load~~ connection; and
- (e) the parties agree to terms which are consistent with the principles and requirements in Part 12A.

6.5 Connection contract

If ~~approval is granted under Schedule 6.1 and~~ a ~~distributor~~ and ~~a distributed generator an applicant~~ enter into a ~~connection~~ contract for the connection of to connect ~~distributed generation, or load to a distribution network~~

- (a) their rights and obligations in respect of the connection of ~~distributed generation or load~~ are governed by that contract, and accordingly the ~~regulated terms and the prescribed terms~~ do not apply; and
- (b) a breach of the terms of that contract is not a breach of this Code.

6.6 Connection on regulated terms

- (1) Schedule 6.2 sets out the ~~regulated terms~~ for the connection of ~~distributed generation and Schedule 6.2A sets out the regulated terms for the connection of load~~.
- (2) The ~~regulated terms in Schedule 6.2~~ apply in the following circumstances:
 - (a) if a ~~distributor~~ and ~~a distributed generator an applicant~~ for connection of ~~distributed generation~~ do not enter into a connection contract by the expiry of the period for negotiating a connection contract under clauses 9 or 24 of Appendix 1, clause 13 of Appendix 2 and clause 18 of Appendix 3 of Schedule 6.1;
 - (b) in accordance with clause 9 of Appendix 1A of Schedule 6.1.
- (2A) The ~~regulated terms in Schedule 6.2A apply if a distributor and an applicant for connection of load do not enter into a connection contract by the expiry of the period for negotiating a connection contract under clause 13 of Appendix 4 and clause 18 of Appendix 5 of Schedule 6.1.~~
- (3) If the ~~regulated terms~~ apply,
 - (a) the parties' rights and obligations in respect of the connection of ~~the distributed generation~~ are governed by the ~~regulated terms~~; and
 - (b) a breach of the ~~regulated terms~~ is not a breach of contract.
- (4) Despite this clause, a ~~distributor~~ and ~~a distributed generator an applicant~~ may at any time, by agreement, enter into a connection contract that will apply instead of the ~~regulated terms~~.

6.6A Connection of load on prescribed terms

- (1) Schedule 6.2B sets out the ~~prescribed terms~~ for the connection of ~~load~~.
- (2) The ~~prescribed terms~~ apply if a ~~distributor~~ and ~~an applicant~~ for the connection of ~~load~~ who is not a ~~participant~~ do not enter into a connection contract by the expiry of the period for negotiating a connection contract under clauses 13 of Appendix 4 and 18 of Appendix 5 of Schedule 6.1.

- (3) If the ~~prescribed terms~~ apply,—
 - (a) the ~~distributor's rights and obligations in respect of the connection are governed by the prescribed terms~~; and
 - (b) a breach of the ~~prescribed terms~~, by a ~~participant~~, is a breach of this Code.
- (4) Despite this clause, a ~~distributor~~ and an ~~applicant~~ may at any time, by agreement, enter into a connection contract that will apply instead of the ~~prescribed terms~~.

6.7 Extra terms

- (1) The parties' rights and obligations in respect of a connection on the ~~regulated terms~~, and the obligations of a distributor ~~distributor~~ in respect of a connection on the ~~prescribed terms~~, are also governed by any other terms and conditions that—
 - (a) were ~~made publicly available~~ published under clause 6.3(2)(d) in a statement of the terms and conditions that would apply to ~~distributed generation~~ if there is congestion on the **distribution network**; or
 - (b) cover any other incidental matters (for example, invoicing procedures) if—
 - (i) the matters are not covered by the ~~regulated terms~~ or the ~~prescribed terms~~; and
 - (ii) the other matters are reasonable terms and conditions that either were proposed by the **distributor** during the 30 **business day** negotiation period under clauses 6 of Appendix 1, clause 13 of Appendix 2, clause 18 of Appendix 3, clause 13 of Appendix 4, and clause 18 of Appendix 5 of Schedule 6.1 as part of a connection contract or are terms that would be implied by law if the connection was under a connection contract; and
 - (iii) the other terms and conditions do not contradict any of the ~~regulated terms~~ or the ~~prescribed terms~~.
- (2) In this Part, if the parties have agreed to change all or any part of ~~4~~ one or more of the ~~regulated terms~~ or ~~prescribed terms~~ as part of a binding contract, the resulting contract is, in total, a connection contract on terms that apply instead of the ~~regulated terms~~ or ~~prescribed terms~~ for the purposes of this Part.

6.8 Dispute resolution

- (1) Subject to subclause (2), Schedule 6.3 applies to a dispute between a ~~distributed generator~~ an applicant that is a **participant** and a **distributor** arising from any one of the following—
 - (a) an allegation that a party has breached any of the **regulated terms** that apply under clause 6.6(2)~~or 6.6(2A)~~; and
 - (aa) an allegation that conditions specified by the **distributor** under clause 18 of Schedule 6.1 are not reasonably required; and
 - (ab) an allegation that a party has not attempted to negotiate in good faith under clause 6 or clause 21 of Schedule 6.1; and
 - (b) an allegation that a party has breached any of the other provisions of this Part.
- (2) However, Schedule 6.3 does not apply to disputes between a ~~distributed generator~~ an applicant and a **distributor**—
 - (a) arising from an allegation that a party has breached any of the terms of a connection contract; or

- (b) arising from an allegation that a party has breached any of the extra terms referred to in clause 6.7(1); or
- (c) that the ~~a distributed generator applicant~~ and the **distributor** have agreed should be determined by any other agreed method (for example, under any dispute resolution scheme under section 95 of the Act).

6.8A Complaints by applicants that are not participants

- (1) If an **applicant** that is ~~not a participant~~ is in a dispute with a **distributor** about the application of this Part, and has notified the **distributor** of the dispute, the **distributor** must attempt to resolve the dispute in good faith within 20 **business days**.
- (2) For the avoidance of doubt, nothing in this clause does not prevent the **applicant** from reporting a breach or possible breach of the Code under regulation 9 of the Electricity Industry (Enforcement) Regulations 2010 or from making a complaint to the **distributor** under regulation 5 of the Electricity Industry (Enforcement) Regulations 2010 at any time.

6.9 Distributed generation pricing principles

- (1) Schedule 6.4 applies in accordance with—
 - (a) clause 19 of Schedule 6.2; and
 - (b) clause 4 of Schedule 6.3.
- (2) Where an application for connection includes both **distributed generation** and **load** (including an **energy storage system**), then clause 6B.2(3) applies for the **load** component and, subject to 6B.2(3), Schedule 6.4 applies to the **distributed generation** component of the application (including, in respect of an **energy storage system**, the provision of network support management by the **energy storage system**).

6.10 [Revoked]

6.11 Distributors must act at arm's length

A **distributor** must use, in respect of all ~~distributed generators~~ **applicants**, the same reasonable efforts in processing and considering applications and notices under Schedule 6.1, regardless of—

- (a) whether the **distributor** has an ownership interest or a beneficial interest in the ~~distributed generator applicant~~, in the project to which the application relates, or any other **distributed generation** or **load** project connected to the **distributor's** network for which the **distributor** has received an application; or
- (b) who the **distributed generator applicant** is.

6.12 This Part does not affect rights and obligations under Code

This Part does not affect any rights or obligations of a **distributor** or a ~~distributed generator~~ **an applicant** who is a **participant** under any other clause in this Code.

6.12A Time frames for actions defined in this Part

- (1) Where an action is dependent on the provision of any information that is not held by the **applicant** or the **distributor**, and despite using best endeavours the **applicant** or the **distributor** has not been able to obtain that information, the **distributor** or the

applicant, acting reasonably, may pause and restart the time frame in accordance with the clock stop/start mechanism for distributors, if made.

(2) When time frames in this Part are exceeded, the **applicant** may refer the failure to comply with the time frame issue to the complaint process set out in clause 6.8A or the dispute process set out in Schedule 6.3.

6.12B Distributors to act reasonably

Distributors must act reasonably and process applications received under this Part without undue delay.

Transitional provisions

6.13 This Part does not apply to earlier connections

(1) This Part does not apply in relation to, or affect, any **distributed generation** that was connected under a contract entered into before 30 August 2007, except for the purpose of renewing or extending the term of the contract.

(2) This Part does not apply in relation to, or affect, any **load** connections connected under a contract entered into before *[date that the amendment comes into force]*, except for the purpose of renewing or extending the term of the contract.

Schedule 6.1 **Process for obtaining approval**

cl 6.4

Contents

Preliminary provisions

- ~~1A~~ **Contents of this Schedule**
- ~~1B~~ **Distributed generator must apply**
- ~~1C~~ **How Parts apply to applications**
- ~~1D~~ **When application may be made under Part 1A**

Part 1

~~Applications for distributed generation 10 kW or less in total~~

- 1** **Contents of this Part**

Application process

- ~~2~~ **Applications under this Part of this Schedule**
- ~~3~~ **on application**
- ~~4~~ **Extension of time by mutual agreement for distributor to process application**
- ~~5~~ **Distributed generator must give notice of intention to negotiate**

Post-approval process

- ~~6~~ **30 business days to negotiate connection contract if distributed generator gives notice of intention to proceed**
- ~~7~~ **Testing and inspection**
- ~~8~~ **Connection of distributed generation if connection contract negotiated**
- ~~9~~ **Connection of distributed generation on regulated terms if connection contract not negotiated**

Part 1A

~~Applications for distributed generation of 10 kW or less in total in specified circumstances~~

- ~~9A~~ **Contents of this Part**
- ~~9B~~ **Application for distributed generation of 10 kW or less in total in specified circumstances**
- ~~9C~~ **Distributor may inspect distributed generation**
- ~~9D~~ **Export congestion**
- ~~9E~~ **Non-compliance or incomplete information**
- ~~9F~~ **Notice of final approval**
- ~~9G~~ **Regulated terms apply**
- ~~9H~~ **When distributed generator may connect to distribution network**

Part 2

~~Applications for distributed generation above 10 kW in total~~

- 10** **Contents of this Part**

Initial application process

- ~~11~~ **Distributed generator must make initial application and give information**
- ~~12~~ **Distributor must give information to distributed generator**
- ~~13~~ **Other matters to assist with decision making**

14 Distributor and distributed generator must make reasonable endeavours regarding new information

Final application process

15 Distributed generator must make final application

16 Notice to third parties

17 Priority of final applications

18 Distributor's decision on application

19 Time within which distributor must decide final applications

20 Distributed generator must give notice of intention to negotiate

Post-approval process

21 30 business days to negotiate connection contract if distributed generator gives notice of intention to negotiate

22 Testing and inspection

23 Connection of distributed generation if connection contract negotiated

24 Connection of distributed generation on regulated terms if connection contract not negotiated

Part 3

General provisions

Confidentiality

25 Confidentiality of information provided

Annual reporting and record keeping

26 *[Revoked]*

27 *[Revoked]*

28 Distributors must keep records

Costs

29 Responsibility for costs under this Schedule

Preliminary provisions

1A Contents of this Schedule

This Schedule specifies the procedures for processing applications from **distributed generators** for the connection or continued connection of **distributed generation**.

Clause 1A: amended, on 5 October 2017, by clause 38 of the Electricity Industry Participation Code Amendment (Code Review Programme) 2017.

1B Distributed generator must apply

Subject to clause 6.4A and clause 1D, a **distributed generator** that owns or operates **distributed generation** must apply to a **distributor** if it wishes to—

- (a) connect the **distributed generation** to the **distributor's distribution network**; or
- (b) continue an existing connection of the **distributed generation** to the **distributor's distribution network** if a connection contract for the **distributed generation**—
 - (i) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (ii) has expired; or
- (c) continue an existing connection of the **distributed generation** to the **distributor's distribution network** that is connected without a connection contract if the **regulated terms** do not apply; or

(d) change the ~~nameplate capacity~~ or fuel type of the ~~distributed generation~~ connected to the ~~distributor's distribution network~~.

1C How Parts apply to applications

This Schedule applies to applications made under clause 1B as follows:

- (a) Part 1 applies to applications in respect of ~~distributed generation~~ that has a ~~nameplate capacity~~ of 10 kW or less in total, unless the ~~distributed generator~~ has elected, under clause 1D, to apply under Part 1A;
- (b) Part 1A applies to applications in respect of ~~distributed generation~~ that has a ~~nameplate capacity~~ of 10 kW or less in total, if the ~~distributed generator~~ has elected, under clause 1D, to apply under Part 1A;
- (c) Part 2 applies to applications in respect of ~~distributed generation~~ that has a ~~nameplate capacity~~ of more than 10 kW in total.

1D When application may be made under Part 1A

- (1) A ~~distributed generator~~ may elect to apply to a ~~distributor~~ under Part 1A instead of Part 1 if the ~~distributed generation~~ to which the application relates
 - (a) is designed and installed in accordance with AS/NZS 4777.1:2016; and
 - (b) incorporates an inverter that
 - (i) has been tested and issued a Declaration of Conformity with AS/NZS 4777.2:2020 by a laboratory with accreditation issued or recognised by International Accreditation New Zealand; and
 - (ii) has settings that meet the ~~distributor's connection and operation standards~~.
- (2) Until 1 September 2026, a ~~distributed generator~~ may only elect to apply to a ~~distributor~~ under Part 1A instead of Part 1, if the ~~distributed generation~~ to which the application relates has, in addition to the requirements in subclause (1)
 - (a) a volt watt response mode;
 - (b) a volt var response mode;
 - (c) control settings and volt response mode settings that meet the ~~distributor's connection and operation standards~~; and
 - (d) a ~~maximum export power~~ limit at the ~~ICP~~ of the ~~distributed generator~~ that does not exceed the ~~maximum export power~~ threshold, if any, specified by the ~~distributor~~ in its ~~connection and operation standards~~.

Part 1

Applications for distributed generation 10 kW or less in total

1 Contents of this Part

- (1) This Part applies to applications relating to ~~distributed generation~~ that has a ~~nameplate capacity~~ of 10 kW or less in total, unless the ~~distributed generator~~ that owns or operates the ~~distributed generation~~ has elected, under clause 1D, to apply under Part 1A.
- (2) This Part of this Schedule provides for a 1-stage application process.

Application process

2 Applications under this Part of this Schedule

- (1) *[Revoked]*

(2) A **distributed generator** must apply to a **distributor** by

- (a) using the application form provided by the **distributor** that is publicly available under clause 6.3(2)(a); and
- (b) providing any information in respect of the **distributed generation** to which the application relates that is
 - (i) referred to in subclause (3); and
 - (ii) specified by the **distributor** under clause 6.3(3) as being required to be provided with the application; and
- (c) paying the application fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

(3) The information may include the following:

- (a) the full name and address of the **distributed generator** and the contact details of a person that the **distributor** may contact regarding the **distributed generation**:
- (aa) whether the application is to
 - (i) connect **distributed generation**; or
 - (ii) continue an existing connection of **distributed generation** that is connected in accordance with a connection contract if the connection contract
 - (A) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (B) has expired; or
 - (iii) continue an existing connection of **distributed generation** that is connected without a connection contract; or
 - (iv) change the **nameplate capacity** or fuel type of connected **distributed generation**;
- (b) evidence of the **nameplate capacity** that the **distributed generation** will have, or other suitable evidence that the **distributed generation** is or will only be capable of generating **electricity** at a rate of 10 kW or less;
- (ba) if the application is to change the **nameplate capacity** or fuel type of connected **distributed generation**
 - (i) the **nameplate capacity** that the **distributed generation** will have after the change; and
 - (ii) the aggregate **nameplate capacity** that all **distributed generation** that is connected at the **point of connection** at which the **distributed generation** is connected will have after the change; and
 - (iii) the fuel type that the **distributed generation** will have after the change;
- (c) details of the fuel type of the **distributed generation** (for example, solar, wind, or liquid fuel);
- (d) a brief description of the physical location at the address at which the **distributed generation** is or will be connected;
- (da) if the application is to connect **distributed generation**, when the **distributed generator** expects the **distributed generation** to be connected;
- (e) technical specifications of the **distributed generation** and associated equipment, including the following:
 - (i) technical specifications of equipment that allows the **distributed generation** to be **electrically disconnected** from the **distribution network** on loss of mains voltage;
 - (ii) manufacturer's rating of equipment;
 - (iii) number of phases;

- (iv) proposed or current **point of connection** to the **distribution network** (for example, the **ICP identifier** and street address);
- (v) details of either or both of any inverter and battery storage;
- (vi) details of any load at the proposed or current **point of connection**;
- (vii) details of the voltage (for example, 415 V or 11 kV) when it is **electrically connected**;
- (f) information showing how the **distributed generation** complies with the **distributor's connection and operation standards**;
- (g) any additional information or documents that are reasonably required by the **distributor**.

(4) *[Revoked]*

(5) The **distributor** must, within 5 **business days** of receiving an application, give written notice to the applicant advising whether or not the application is complete.

3 Distributor's decision on application

- (1) A **distributor** must, within 30 **business days** after the date of receipt of a completed application made in accordance with clause 2, give notice in writing to the applicant stating whether the application is approved or declined.
- (2) A **distributor** must approve an application if
 - (a) the application has been properly made in accordance with Part 6 of this Code; and
 - (b) the information provided in the application would reasonably support an assessment by the **distributor** that
 - (i) the **distributed generator** will comply at all times with the requirements of the Health and Safety at Work Act 2015; and
 - (ii) the **distributed generator** will ensure that the **distributed generation** complies at all times with the **Act**, and this Code; and
 - (iii) the **distributed generation** meets the **distributor's connection and operation standards**.
- (3) A notice stating that an application is declined must be accompanied by the following information:
 - (a) detailed reasons of why the application has been declined and the steps that the applicant can take to achieve approval if it makes a new application;
 - (b) information about the default process under Schedule 6.3 for the resolution of disputes between **participants** about an alleged breach of the **regulated terms** or any other provision of Part 6 of this Code;
 - (c) that if the **distributed generator** is not a **participant**, the **distributed generator** may report to the **Authority** under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the **distributor** has breached any requirement in Part 6 of this Code.

4 Extension of time by mutual agreement for distributor to process application

- (1) A **distributor** may seek an extension of the time specified in clause 3(1) by which the **distributor** must give notice in writing stating whether an application is approved or declined.

- (2) The ~~distributor~~ must do this by notice in writing to the ~~distributed generator~~ specifying the reasons for the extension.
- (3) The ~~distributed generator~~ that made the application
 - (a) may grant an extension which must not exceed 20 ~~business days~~; and
 - (b) must not unreasonably withhold consent to an extension.

5 ~~Distributed generator must give notice of intention to negotiate~~

- (1) If a ~~distributor~~ advises a ~~distributed generator~~ that its application is approved, the ~~distributed generator~~ must give written notice to the ~~distributor~~ confirming whether the ~~distributed generator~~ intends to negotiate a connection contract under clause 6 and, if so, confirming the details of the ~~distributed generation~~ to which the application relates.
- (2) The ~~distributed generator~~ must give the notice within 10 ~~business days~~ after the ~~distributor~~ gives notice of approval, or such later date as is agreed by the ~~distributor~~ and the ~~distributed generator~~.
- (3) The ~~distributor~~'s duties under Part 6 of this Code arising from the application no longer apply if the ~~distributed generator~~ fails to give notice to the ~~distributor~~ within the time limit specified in subclause (2).
- (4) Subclause (3) does not prevent the ~~distributed generator~~ from making a new application under Part 6 of this Code.

Post-approval process

6 ~~30 business days to negotiate connection contract if distributed generator gives notice of intention to proceed~~

- (1) If a ~~distributed generator~~ whose application under clause 2 is approved gives notice to a ~~distributor~~ under clause 5, the ~~distributor~~ and the ~~distributed generator~~ have 30 ~~business days~~, starting on the date on which the ~~distributor~~ receives the notice, during which they must, in good faith, attempt to negotiate a connection contract.
- (2) The ~~distributor~~ and the ~~distributed generator~~ may, by agreement, extend the time specified in subclause (1) for negotiating a connection contract.

7 ~~Testing and inspection~~

- (1) Subject to subclause (1A), a ~~distributed generator~~ whose application under clause 2 is approved by a ~~distributor~~ must test and inspect the ~~distributed generation~~ to which the application relates within a reasonable time frame specified by the ~~distributor~~.
- (1A) The ~~distributor~~ may waive the requirement that the ~~distributed generator~~ test and inspect if the ~~distributor~~ is satisfied that the ~~distributed generation~~ complies with the ~~distributor's connection and operation standards~~.
- (2) The ~~distributed generator~~ must give adequate notice of the testing and inspection to the ~~distributor~~.
- (3) The ~~distributor~~ may send qualified personnel to the site to observe the testing and inspection.
- (4) The ~~distributed generator~~ must give the ~~distributor~~ with a written test report when testing and inspection is complete, including suitable evidence that the ~~distributed generation~~ complies with the ~~distributor's connection and operation standards~~.

(5) The ~~distributed generator~~ must pay any fee specified by the ~~distributor~~ in accordance with clause 6.3(2)(e) for observing the testing and inspection.

8 Connection of distributed generation if connection contract negotiated

(1) This clause applies if a ~~distributor~~ and a ~~distributed generator~~ whose application under this Part of this Schedule is approved enter into a connection contract before the period for negotiating a connection contract under this Part of this Schedule expires.

(2) If the application is to connect ~~distributed generation~~ under clause 1B(a), the ~~distributor~~ must allow the ~~distributed generator~~ to connect the ~~distributed generation~~ in accordance with the contract as soon as practicable.

(3) If the application is to continue an existing connection of ~~distributed generation~~ under clause 1B(b), the ~~distributor~~ must use its best endeavours to ensure that the new terms under which the ~~distributed generator~~'s existing connection continues apply—
(a) as soon as practicable, if the previous connection contract has expired; or
(b) no later than the expiry of the previous connection contract, if the contract is in force.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 1B(c), the ~~distributor~~ must use its best endeavours to ensure that the new terms under which the ~~distributed generator~~'s existing connection continues apply as soon as practicable.

(5) If the application is to change the ~~nameplate capacity~~ or fuel type of connected ~~distributed generation~~ under clause 1B(d), the ~~distributor~~ must use its best endeavours to ensure that the new terms under which the ~~distributed generator~~'s existing connection continues apply as soon as practicable.

9 Connection of distributed generation on regulated terms if connection contract not negotiated

(1) This clause applies if a ~~distributor~~ and a ~~distributed generator~~ whose application under this Part of this Schedule is approved do not enter into a connection contract before the period for negotiating a connection contract under this Part of this Schedule expires.

(2) If the application is to connect ~~distributed generation~~ under clause 1B(a), the ~~distributor~~ must allow the ~~distributed generator~~ to connect the ~~distributed generation~~ on the ~~regulated terms~~ as soon as practicable after the expiry of the period.

(3) If the application is to continue an existing connection of ~~distributed generation~~ under clause 1B(b), the ~~regulated terms~~ apply to the ~~distributed generator~~'s existing connection as follows:
(a) if the previous connection contract has expired, the ~~regulated terms~~ apply from the day after the date on which the period for negotiating a connection contract under this Part of this Schedule expires;
(b) if the previous connection contract is still in force, the ~~regulated terms~~ apply from the day after the date on which the contract expired.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 1B(c), the ~~regulated terms~~ apply from the day after the date that the period for negotiating a connection contract under this Part of this Schedule expires.

(5) If the application is to change the ~~nameplate capacity~~ or fuel type of connected ~~distributed generation~~ under clause 1B(d), the ~~regulated terms~~ apply from the day after the date that the period for negotiating a connection contract under this Part of this Schedule expires.

Part 1A

Applications for distributed generation of 10 kW or less in total in specified circumstances

9A Contents of this Part

(1) This Part applies to applications relating to **distributed generation** that has a **nameplate capacity** of 10 kW or less in total if the **distributed generator** that owns or operates the **distributed generation** has elected, under clause 1D, to apply under this Part of this Schedule.

(2) This Part of this Schedule provides for a simplified 1 stage application process.

9B Application for distributed generation of 10 kW or less in total in specified circumstances

(1) A **distributed generator's** application to a **distributor** must specify which of the following circumstances applies:

- (a) the **distributed generator** wishes to connect **distributed generation**;
- (b) the **distributed generator** wishes to continue an existing connection of **distributed generation** that is connected in accordance with a connection contract that
 - (i) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (ii) has expired;
- (c) the **distributed generator** wishes to continue an existing connection of **distributed generation** that is connected without a connection contract;
- (d) the **distributed generator** wishes to change the **nameplate capacity** or fuel type of connected **distributed generation**.

(2) An application must include the following:

- (a) the name, contact, and address details of the **distributed generator** and, if applicable, the **distributed generator's** agent;
- (b) a brief description of the physical location at the address at which the **distributed generation** is or will be connected;
- (c) any application fee specified by the **distributor** in accordance with clause 6.3(2)(e);
- (d) details of the make and model of the inverter;
- (e) confirmation as to whether the inverter
 - (i) is included on the **distributor's** list of approved inverters made publicly available under clause 6.3(2)(f); or
 - (ii) conforms with the settings specified in the **distributor's connection and operation standards**;
- (f) if the inverter is not included on the **distributor's** list of approved inverters, a copy of the AS/NZS 4777.2:2020 Declaration of Conformity certificate for the inverter;
- (g) details of
 - (i) the **nameplate capacity** of the **distributed generation**; and
 - (ii) the fuel type of the **distributed generation** (for example, solar, wind, or liquid fuel).

(2A) Until 1 September 2026, an application must also include

- (a) confirmation as to whether the inverter conforms with the control settings and volt response mode settings specified in the **distributor's connection and operation standards**;

- (b) confirmation that the **distributed generation** has a **maximum export power** limit that does not exceed the **maximum export power** threshold, if any, specified by the **distributor** in its **connection and operation standards**; and
- (c) the **maximum export power** of the **distributed generation**.

(3) The **distributed generator** must also give the **distributor** the following information as soon as it is available, but no later than 10 **business days** after the approval of the application:

- (a) a copy of the Certificate of Compliance issued under the Electricity (Safety) Regulations 2010 that relates to the **distributed generation**;
- (b) the **ICP identifier** of the **ICP** at which the **distributed generation** is connected or is proposed to be connected, if one exists.

(4) A **distributor** must, no later than 2 **business days** after receiving an application from a **distributed generator**, acknowledge receipt of the application.

9C Distributor may inspect distributed generation

(1) A **distributor** may inspect **distributed generation** that is connected or is proposed to be connected to its **distribution network** for the purpose of—

- (a) verifying that the **distributed generation** meets, or continues to meet, the requirements specified in clause 1D; or
- (b) verifying the information contained in an application made under this Part of this Schedule.

(2) If a **distributor** wishes to inspect **distributed generation**, the **distributor** must give the **distributed generator** at least 2 **business days**' notice of the time and date on which the inspection will take place.

(3) Following receipt of a notice, the **distributed generator** must—

- (a) pay the fee specified by the **distributor** in accordance with clause 6.3(2)(e) for the inspection (if any); and
- (b) provide or arrange for the **distributor** to have reasonable access to the **distributed generation**.

9D Export congestion

(1) This clause applies if a **distributed generator** applies to a **distributor** under this Part of this Schedule to connect **distributed generation** or continue an existing connection of **distributed generation** to a location on the **distributor's distribution network** that is included in the list made publicly available in accordance with clause 6.3(2)(da) or (db).

(2) The **distributor** may advise the **distributed generator** that the **distributed generation** may be subject to **export congestion** as set out in the **distributor's congestion management policy**.

(3) If a **distributor** has advised a **distributed generator** under subclause (2), the **distributor** must take reasonable steps to work with the **distributed generator** to assess whether solutions exist to mitigate the **export congestion**.

9E Non-compliance or incomplete information

(1) This clause applies if a **distributor** considers that an application made to it by a **distributed generator** under this Part of this Schedule has 1 or more of the following deficiencies:

- (a) the **distributed generation** to which the application relates does not meet the requirements specified in clause 1D;
- (b) the **distributed generation** to which the application relates is not as described in the information given under clause 9B(2);

- (c) the **distributed generator** has not complied with clause 9B(2).
- (2) If this clause applies, the **distributor** must advise the **distributed generator** of the deficiency or deficiencies.
- (3) If the **distributed generator** is advised of a deficiency or deficiencies, it must remedy each deficiency to the satisfaction of the **distributor** no later than 10 **business days** after being advised of the deficiency.
- (4) If the **distributed generator** is required to remedy a deficiency it must pay the relevant fee specified by the **distributor** in accordance with clause 6.3(2)(e).
- (5) If the **distributed generator** does not remedy each deficiency of which it is advised within the time frame specified in subclause (3)
 - (a) if the **distributed generation** to which the application relates is **electrically connected** to the **distributor's distribution network** at the time the **distributor** advises the **distributed generator** under subclause (2), the **distributor** may, by notice to the **distributed generator**, require the **distributed generator** to
 - (i) **electrically disconnect** the **distributed generation** within a reasonable time frame specified by the **distributor** (if applicable); and
 - (ii) keep the **distributed generation** **electrically disconnected** until each deficiency is remedied to the **distributor's** satisfaction; or
 - (b) if the **distributed generation** is not connected to the **distributor's distribution network** at the time of being advised under subclause (2), the **distributor** may, by notice to the **distributed generator**, prohibit the **distributed generator** from connecting the **distributed generation** to the **distributor's distribution network** until each deficiency is remedied to the **distributor's** satisfaction.
- (6) The **distributor** must approve connection of the **distributed generation** as soon as is reasonable in the circumstances if
 - (a) the **distributed generator** complies with a notice given under subclause (5)(a) (if applicable); and
 - (b) the **distributed generator** remedies each deficiency advised under subclause (2)
 - (i) to the satisfaction of the **distributor**; and
 - (ii) no later than 12 months after the date of the notice given under subclause (5) or such later date as is agreed by the **distributor** and the **distributed generator**.
- (7) If the **distributor** approves the connection of **distributed generation**, it must give a notice of final approval to the **distributed generator** under clause 9F.

9F Notice of final approval

- (1) A **distributor** must give a notice of final approval of **distributed generation** to a **distributed generator** that has made an application to the **distributor** under this Part of this Schedule if the **distributor** is satisfied that
 - (a) the **distributed generation** meets the requirements specified in clause 1D; and
 - (b) the information given by the **distributed generator** under clause 9B(2) is complete and accurate.
- (2) The **distributor** must give the notice no later than 10 **business days** after the date on which the application was submitted.
- (3) If the **distributed generator** does not receive a notice by the date specified in subclause (2), the **distributor** is deemed to have given notice of final approval.

9G Regulated terms apply

- (1) If a **distributor** gives a notice of final approval to a **distributed generator** under clause 9F, the **regulated terms** apply.

(2) Despite subclause (1), and in accordance with clause 6.6(4), the **distributor** and **distributed generator** may at any time enter into a connection contract on terms that apply instead of the **regulated terms**.

9H When distributed generator may connect to distribution network

(1) A **distributed generator** that has submitted an application to a **distributor** under clause 1D may connect the **distributed generation** to which the application relates to the **distributor's distribution network** if the **distributed generator** receives a notice of final approval under clause 9F(1), or is deemed to have received a notice of final approval under clause 9F(3).

(2) Despite subclause (1) a **distributor** may prohibit a **distributed generator** from connecting if

- (a) the **distributor** has advised the **distributed generator** of a deficiency under clause 9E(2) and the deficiency has not been remedied in accordance with clause 9E(3); or
- (b) the **distributor** gave notice that it wished to inspect the **distributed generation** under clause 9C(2), but the **distributed generator** has not provided or arranged for the **distributor** to have reasonable access to the **distributed generation** under clause 9C(3)(b).

Part 2
Applications for distributed generation
above 10 kW in total

10 Contents of this Part

(1) This Part of this Schedule applies to applications relating to **distributed generation** that has a **nameplate capacity** of more than 10 kW in total.

(2) This Part of this Schedule provides for a 2 stage application process.

Initial application process

11 Distributed generator must make initial application and give information

(1) *[Revoked]*

(2) A **distributed generator** must apply to a **distributor** ("initial application") by

- (a) using the application form provided by the **distributor** that is publicly available under clause 6.3(2)(a); and
- (b) providing any information in respect of the **distributed generation** to which the application relates that is
 - (i) referred to in subclause (3); and
 - (ii) specified by the **distributor** under clause 6.3(3) as being required to be provided with the application; and
- (c) paying the application fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

(3) The information may include the following:

- (a) the full name and address of the **distributed generator** and the contact details of a person whom the **distributor** may contact regarding the **distributed generation**;
- (aa) whether the application is to—

- (i) connect **distributed generation**; or
- (ii) continue an existing connection of **distributed generation** that is connected in accordance with a connection contract if the connection contract
 - (A) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (B) has expired; or
- (iii) continue an existing connection of **distributed generation** that is connected without a connection contract; or
- (iv) change the **nameplate capacity** or fuel type of connected **distributed generation**:

- (b) evidence of the **nameplate capacity** that the **distributed generation** will have:
- (ba) if the application is to change the **nameplate capacity** or fuel type of connected **distributed generation**,
 - (i) the **nameplate capacity** that the **distributed generation** will have after the change; and
 - (ii) the aggregate **nameplate capacity** that all **distributed generation** that is connected at the **point of connection** at which the **distributed generation** is connected will have after the change; and
 - (iii) the fuel type that the **distributed generation** will have after the change;
- (c) details of the fuel type of the **distributed generation** (for example, solar, wind, or liquid fuel);
- (d) a brief description of the physical location at the address at which the **distributed generation** is or will be connected;
- (da) if the application is to **connect distributed generation**, when the **distributed generator** expects the **distributed generation** to be connected;
- (e) technical specifications of the **distributed generation** and **associated equipment**, including the following:
 - (i) technical specifications of equipment that allows the **distributed generation** to be **electrically disconnected** from the **distribution network** on loss of mains voltage;
 - (ii) manufacturer's rating of equipment;
 - (iii) number of phases;
 - (iv) proposed or current **point of connection** to the **distribution network** (for example, the **ICP identifier** and street address);
 - (v) details of either or both of any inverter and battery storage;
 - (vi) details of any load at the proposed or current **point of connection**;
 - (vii) details of the voltage (for example, 415 V or 11 kV) when **electrically connected**;
- (f) information showing how the **distributed generation** complies with the **distributor's connection and operation standards**:
- (g) the maximum **active power** injected (MW max);
- (h) the **reactive power** requirements (MVARs) (if any);
- (i) resistance and reactance details of the **distributed generation**;
- (j) fault level contribution (kA);
- (k) method of voltage control;
- (l) single line diagram of proposed connection;

- (m) means of ~~synchronising with, electrically connecting to, and electrically disconnecting from, the distribution network~~, including the type and ratings of the proposed ~~circuit breaker~~:
- (n) details of compliance with frequency and voltage support requirements as specified in this Code (if applicable):
- (o) proposed periods and amounts of ~~electricity injections into, and offtakes from, the distribution network~~ (if known):
- (p) any other information that is required by the ~~system operator~~:
- (q) any additional information or ~~documents~~ that are reasonably required by the ~~distributor~~.

(4) *[Revoked]*

(5) The ~~distributor~~ must, within 5 ~~business days~~ of receiving an ~~initial application~~, give written notice to the applicant advising whether or not the application is complete.

12 Distributor must give information to distributed generator

A ~~distributor~~ must give a ~~distributed generator~~ that makes an ~~initial application~~ the following within 30 ~~business days~~ of receiving the completed ~~initial application~~:

- (a) information about the ~~capacity~~ of the ~~distribution network~~, including both the ~~design capacity~~ (including fault levels) and actual operating levels:
- (b) information about the extent to which connection and operation of the ~~distributed generation~~ may result in a breach of the relevant standards for safety, voltage, power quality, and reliability of ~~electricity~~ conveyed to ~~points of connection~~ on the ~~distribution network~~:
- (c) information about any measures or conditions (including modifications to the design and operation of the ~~distribution network~~ or to the operation of the ~~distributed generation~~) that may be necessary to address the matters referred to in paragraphs (a) and (b):
- (d) the approximate costs of any ~~distribution network~~ related measures or conditions identified under paragraph (c) and an estimate of time constraints or restrictions that may delay connecting the ~~distributed generation~~:
- (e) information about any further detailed investigative studies that the ~~distributor~~ reasonably considers are necessary to identify any potential adverse effects the ~~distributed generation~~ may have on the system, together with an indication of
 - (i) whether the ~~distributor~~ agrees to the ~~distributed generator~~, or a suitably qualified agent of the ~~distributed generator~~, undertaking those studies; or
 - (ii) if not, whether the ~~distributor~~ could undertake those studies and, if so, the reasonable estimated cost of the studies that the ~~distributed generator~~ would be charged:
- (f) information about any obligations to other parties that may be imposed on the ~~distributor~~ and that could affect the ~~distributed generation~~ (for example, obligations to ~~Transpower~~, in respect of other ~~networks~~, or under this Code):
- (g) any additional information or documents that the ~~distributor~~ considers would assist the ~~distributed generator's~~ application:
- (h) information about the extent to which planned and ~~unplanned outages~~ may adversely affect the operation of the ~~distributed generation~~.

13 Other matters to assist with decision making

(1) A ~~distributor~~ must provide, if requested by a ~~distributed generator~~ making an ~~initial application~~, further information that is reasonably necessary to enable the ~~distributed generator~~ to consider and act on the information given by the ~~distributor~~ under clause 12.

(2) The information that the ~~distributor~~ must provide under subclause (1) may include single line diagrams, equipment ratings, normal switch configurations (including fault levels), and protection system details relevant to the current or proposed ~~point of connection of the distributed generation to the distribution network~~.

(3) The ~~distributor~~ must provide the further information under this clause within 10 ~~business days~~ of the request being received.

14 Distributor and distributed generator must make reasonable endeavours regarding new information

If a ~~distributor~~ or a ~~distributed generator~~ has given information under this Part of this Schedule and subsequently becomes aware of new information that is relevant to the application, the party that becomes aware of the new information must use reasonable endeavours to provide the other party with the new information.

Final application process

15 Distributed generator must make final application

(1) A ~~distributed generator~~ that makes an ~~initial application~~ to a ~~distributor~~ must make a ~~final application~~, no later than 12 months after receiving information under clauses 12 and 13, if the ~~distributed generator~~ wishes to proceed with the application, unless—

- (a) the ~~distributor~~ and the ~~distributed generator~~ agree that a ~~final application~~ is not required; and
- (b) there are no persons to whom the ~~distributor~~ must give written notice under clause 16 at the time that the ~~distributor~~ and ~~distributed generator~~ agree that a ~~final application~~ is not required.

(1A) If a ~~final application~~ is not required—

- (a) subclause (2) does not apply; and
- (b) the ~~distributed generator's initial application~~ must be treated as a ~~final application~~ for the purposes of clauses 16 to 24.

(2) The ~~distributed generator~~ must make the ~~final application~~ by—

- (a) using the ~~final application~~ form provided by the ~~distributor~~ that is publicly available under clause 6.3(2)(a); and
- (b) providing the results of any investigative studies that were identified by the ~~distributor~~ under clause 12(e)(i) as to be undertaken by the ~~distributed generator~~ or the ~~distributed generator's agent~~.

16 Notice to third parties

A ~~distributor~~ that receives a ~~final application~~ must give written notice to the following persons no later than 10 ~~business days~~ after receiving the ~~final application~~:

- (a) all persons that have made an **initial application** relating to a particular part of the **distribution network** that the **distributor** considers would be affected by the approval of the **final application**; and
- (b) all **distributed generators** that have **distributed generation** with a **nameplate capacity** of 10 kW or more in total connected on the **regulated terms** to the particular part of the **distribution network** that the **distributor** considers would be affected by the approval of the **final application**.

17 Priority of final applications

- (1) Subclause (2) applies if
 - (a) a **distributor** receives a **final application** (the **first application**); and
 - (b) the **distributor** receives another **final application**, within 20 **business days** after receiving the **first application**, relating to a particular part of the **distribution network** that the **distributor** considers would be affected by the approval of the **first application**.
- (2) If this subclause applies, the **distributor**
 - (a) may consider the **final applications** together as if they were competitive bids to use the same part of the **distribution network**; and
 - (b) must consider the **final applications** in light of the purpose of Part 6 of this Code.
- (3) In any other case in which a **distributor** receives more than 1 **final application** relating to a similar part of the **distribution network**, the **distributor** must consider an earlier **final application** in priority to other **final applications**.
- (4) Subclause (3) does not limit clause 19.

18 Distributor's decision on application

- (1) A **distributor** must, within the time limit specified in clause 19, give notice in writing to the applicant stating whether the **final application** is approved or declined.
- (2) A **distributor** must approve a **final application**, subject to any conditions specified by the **distributor** that are reasonably required, if
 - (a) the application has been properly made in accordance with Part 6 of this Code; and
 - (b) the information provided in the application would reasonably support an assessment by the **distributor** that
 - (i) the **distributed generator** will comply at all times with the requirements of the Health and Safety at Work Act 2015; and
 - (ii) the **distributed generator** will ensure that the **distributed generation** complies at all times with the **Act** and this Code; and
 - (iii) the **distributed generation** meets the **distributor's connection and operation standards** (assuming that the **distributed generator** meets the conditions (if any) referred to in subclause (3)).
- (3) A notice stating that an application is approved must be accompanied by the following information:
 - (a) a detailed description of any conditions (or other measures) that are conditions of the approval under subclause (2), and what the **distributed generator** must do to comply with them;
 - (b) detailed reasons for those conditions (or other measures);

- (c) a detailed description of any charges payable by the ~~distributed generator~~ to the ~~distributor~~ or by the ~~distributor~~ to the ~~distributed generator~~, and an explanation of how the charges have been, or will be, calculated;
- (d) the default process for resolving disputes under Schedule 6.3, if the ~~distributed generator~~ disputes all or any of the conditions (or other measures) or charges payable.

(4) A notice stating that an application is declined must be accompanied by the following information:

- (a) detailed reasons as to why the application has been declined and what the applicant must do to get approval if it makes a new application;
- (aa) if the application is one to which clause 17(2) applies, the criteria used in making a decision under clause 17(2)(a) and clause 17(2)(b);
- (b) the default process for resolving disputes between ~~participants~~ under Schedule 6.3;
- (c) that if the ~~distributed generator~~ is not a ~~participant~~, the ~~distributed generator~~ may report to the ~~Authority~~ under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the ~~distributor~~ has breached any requirement in Part 6 of this Code.

19 Time within which distributor must decide final applications

- (1) A notice required by clause 18 must be given by a ~~distributor~~ to a ~~distributed generator~~ no later than
 - (a) 45 **business days** after the date of receipt of the ~~final application~~, in the case of ~~distributed generation~~ that will have a ~~nameplate capacity~~ of less than 1 **MW**; or
 - (b) 60 **business days** after the date of receipt of the ~~final application~~, in the case of ~~distributed generation~~ that will have a ~~nameplate capacity~~ of 1 **MW** or more but less than 5 **MW**; or
 - (c) 80 **business days** after the date of receipt of the ~~final application~~, in the case of ~~distributed generation~~ that will have a ~~nameplate capacity~~ of 5 **MW** or more.
- (2) The ~~distributor~~ may seek 1 or more extensions of the time specified in subclause (1).
- (3) The ~~distributor~~ must do this by notice in writing to the ~~distributed generator~~ specifying the reasons for the extension.
- (4) A ~~distributed generator~~ that receives a notice seeking an extension
 - (a) may grant an extension which must not exceed 40 **business days**; and
 - (b) must not unreasonably withhold consent to an extension.

20 Distributed generator must give notice of intention to negotiate

- (1) If a ~~distributor~~ advises a ~~distributed generator~~ that the ~~distributed generator's final application~~ is approved, the ~~distributed generator~~ must give written notice to the ~~distributor~~ confirming whether or not the ~~distributed generator~~ intends to proceed to negotiate a connection contract under clause 21(1) and, if so, confirming
 - (a) the details of the ~~distributed generation~~; and
 - (b) that the ~~distributed generator~~ accepts all of the conditions (or other measures) that have been specified by the ~~distributor~~ under clause 18.
- (2) The ~~distributed generator~~ must give the notice no later than 30 **business days** after the day on which the ~~distributor~~ gives notice of approval under clause 18, or such later date as is agreed by the ~~distributor~~ and the ~~distributed generator~~.

(3) If the ~~distributed generator~~ is a ~~participant~~ and does not accept 1 or more of the conditions specified by the ~~distributor~~ under clause 18(2) (if any), but intends to proceed to negotiate a connection contract under clause 21(1), the ~~distributed generator~~ must

- (a) give notice of the dispute in accordance with clause 2 of Schedule 6.3 within 30 ~~business days~~ after the day on which the ~~distributor~~ gives notice of approval under clause 18; and
- (b) give a notice under subclause (1) within 30 ~~business days~~ after the dispute is resolved.

(4) The ~~distributor~~'s duties under Part 6 of this Code arising from the application no longer apply if the ~~distributed generator~~ fails to give notice to the ~~distributor~~ of an intention to proceed to negotiate a connection contract under clause 21(1) within the time limits specified in this clause.

(5) Subclause (4) does not prevent the ~~distributed generator~~ from making a new application under Part 6 of this Code.

Post approval process

21 30 business days to negotiate connection contract if distributed generator gives notice of intention to negotiate

(1) If a ~~distributed generator~~ whose ~~final application~~ is approved gives notice to a ~~distributor~~ under clause 20(1), the ~~distributor~~ and the ~~distributed generator~~ have 30 ~~business days~~, starting on the date on which the ~~distributor~~ receives the notice, during which they must, in good faith, attempt to negotiate a connection contract.

(2) The ~~distributor~~ and the ~~distributed generator~~ may, by agreement, extend the time specified in subclause (1) for negotiating a connection contract.

22 Testing and inspection

(1) A ~~distributed generator~~ whose ~~final application~~ is approved by a ~~distributor~~ must test and inspect the ~~distributed generation~~ to which the ~~final application~~ relates within a reasonable time frame specified by the ~~distributor~~.

(1A) The ~~distributor~~ may waive the requirement that the ~~distributed generator~~ test and inspect if the ~~distributor~~ is satisfied that the ~~distributed generation~~ complies with the ~~distributor's connection and operation standards~~.

(2) The ~~distributed generator~~ must give adequate notice of the testing and inspection to the ~~distributor~~.

(3) The ~~distributor~~ may send qualified personnel to the site to observe the testing and inspection.

(4) The ~~distributed generator~~ must give the ~~distributor~~ with a written test report when testing and inspection is complete, including suitable evidence that the ~~distributed generation~~ complies with the ~~distributor's connection and operation standards~~.

(5) The ~~distributed generator~~ must pay any fee specified by the ~~distributor~~ in accordance with clause 6.3(2)(e) for observing the testing and inspection.

23 Connection of distributed generation if connection contract negotiated

(1) This clause applies if a ~~distributor~~ and a ~~distributed generator~~ whose ~~final application~~ is approved enter into a connection contract before the period for negotiating a connection contract under this Part of this Schedule expires.

- (2) If the application is to connect **distributed generation** under clause 1B(a), the **distributor** must allow the **distributed generator** to connect the **distributed generation** in accordance with the contract as soon as practicable.
- (3) If the application is to continue an existing connection of **distributed generation** under clause 1B(b), the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply
 - (a) as soon as practicable, if the previous connection contract has expired; or
 - (b) no later than the expiry of the previous connection contract, if the contract is in force.
- (4) If the application is to continue an existing connection for which there is no connection contract under clause 1B(c), the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply as soon as practicable.
- (5) If the application is to change the **nameplate capacity** or fuel type of connected **distributed generation** under clause 1B(d), the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply as soon as practicable.

24 Connection of distributed generation on regulated terms if connection contract not negotiated

- (1) This clause applies if a **distributor** and a **distributed generator** whose **final application** is approved do not enter into a connection contract before the period for negotiating a connection contract under this Part of this Schedule expires.
- (2) If the application is to connect **distributed generation** under clause 1B(a), the **distributor** must allow the **distributed generator** to connect the **distributed generation** on the **regulated terms** as soon as practicable after the later of the following:
 - (a) the expiry of the period for negotiating a connection contract under this Part of this Schedule;
 - (b) the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 18 as conditions of the connection.
- (3) If the application is to continue an existing connection of **distributed generation** under clause 1B(b), the **regulated terms** apply to the **distributed generator**'s existing connection from the later of the following:
 - (a) the expiry of the period for negotiating a connection contract under this Part of this Schedule;
 - (b) the expiry of the existing connection contract;
 - (c) the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 18 as conditions of the connection.
- (4) If the application is to continue an existing connection for which there is no connection contract under clause 1B(c), the **regulated terms** apply from the later of the following:
 - (a) the expiry of the period for negotiating a connection contract under this Part of this Schedule;
 - (b) the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 18 as conditions of the connection.
- (5) If the application is to change the **nameplate capacity** or fuel type of connected **distributed generation** under clause 1B(d), the **regulated terms** apply from the later of the following:

- (a) the expiry of the period for negotiating a connection contract under this Part of this Schedule;
- (b) the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 18 as conditions of the connection.

Part 3
General provisions
Confidentiality

25 Confidentiality of information provided

- (1) All information given with, or relating to, an application made under this Schedule to a **distributor** must be kept confidential by the **distributor** except as agreed otherwise by the person that gave the information.
- (1A) A **distributor** may require a **distributed generator** to keep confidential information that
 - (a) is given to the **distributed generator** by the **distributor** for the purpose of an application under this Schedule; and
 - (b) the **distributor** reasonably identifies as being confidential.
- (1B) A **distributor** is excused from processing an application made by a **distributed generator** under this Schedule if the **distributed generator** does not agree to comply with a requirement to keep information confidential imposed under subclause (1A).
- (2) Despite subclause (1), the **distributor**
 - (a) may, in response to an application under this Schedule, disclose to the applicant that another **distributed generator** has made an application under this Schedule (without identifying who the other **distributed generator** is); and
 - (b) may, in the case of an application under Part 1 of this Schedule, generally indicate the location or proposed location of the **distributed generation** that is the subject of the other application; and
 - (c) may, in the case of an application under Part 2 of this Schedule, disclose the **nameplate capacity** and proposed location of the **distributed generation** that is the subject of the other application.
- (3) The obligation to keep information confidential set out in subclause (1) includes
 - (a) an obligation not to use the information for any purpose other than considering the application under this Schedule and enabling the connection or continued connection of the **distributed generation**; and
 - (b) an obligation to destroy the information as soon as is reasonably practicable after the later of
 - (i) the date on which the information is no longer required for the purposes in paragraph (a); and
 - (ii) 60 months after receiving the information.

Record keeping

26 [Revoked]

27 [Revoked]

28 Distributors must keep records

A **distributor** must maintain records of each application and notice received under this Schedule and the resulting outcomes, including records of how long it took to approve

~~or decline the application, and justification for these outcomes, for a minimum of 60 months after the day on which the application was approved or declined.~~

Costs

29 Responsibility for costs under this Schedule

~~A distributor and distributed generator must pay their respective costs (including legal costs) incurred under this Schedule.~~

DRAFT

Contents

Preliminary provisions

- 1 Contents of this Schedule
- 2 Applicant must apply
- 3 How this Schedule applies to applications
- 4 When application may be made under Process 1A
Confidentiality
- 5 Confidentiality of information provided
Annual reporting and record keeping
- 6 Distributors must keep records
Costs
- 7 Responsibility for costs under this Schedule

Appendix 1

Process 1: Applications for distributed generation with maximum export power of 10 kW or less in total

- 1 Contents of this Appendix
Application process
- 2 Application for distributed generation with maximum export power of 10kW or less in total
- 3 Distributor's decision on application
- 4 Extension of time by mutual agreement for distributor to process application
- 5 Distributed generator must give notice of intention to negotiate
Post-approval process
- 6 30 business days to negotiate connection contract if distributed generator gives notice of intention to proceed
- 7 Testing and inspection
- 8 Connection of distributed generation if connection contract negotiated
- 9 Connection of distributed generation on regulated terms if connection contract not negotiated

Appendix 1A

Process 1A: Applications for distributed generation with maximum export power of 10 kW or less in total in specified circumstances

- 1 Contents of this Appendix
- 2 Application for distributed generation with maximum export power of 10 kW or less in total in specified circumstances
- 3 Distributor may inspect distributed generation
- 4 Export congestion
- 5 Non-compliance or incomplete information
- 6 Notice of final approval
- 7 Regulated terms apply

8 When distributed generator may connect to distribution network

Appendix 2

Process 2: Applications for distributed generation with maximum export power above 10 kW and below 300 kW in total

1 Contents of this Appendix

Initial application process

2 Distributed generator must make initial application and give information

3 Distributor must give information to distributed generator

4 Other matters to assist with decision making

5 Distributor and distributed generator must make reasonable endeavours regarding new information

6 Distributor's decision on initial application

Final application process

7 **Distributed generator must make final application**

8 Notice to third parties

9 Priority of final applications

10 Distributor's decision on final application

11 Time within which distributor must decide final applications

12 Distributed generator must give notice of intention to negotiate

Post-approval process

13 30 business days to negotiate connection contract if distributed generator gives notice of intention to negotiate

14 Testing and inspection

15 Connection of distributed generation if connection contract negotiated

16 Connection of distributed generation on regulated terms if connection contract not negotiated

17 Approved final applications must connect to retain approval

Appendix 3

Process 3: Applications for distributed generation with maximum export power of 300 kW or more in total

1 Contents of this Appendix

Initial application process

2 Distributed generator must make initial application, give information and pay initial application fee

3 Distributor must give information to distributed generator

4 Other matters to assist with decision making

5 Distributor and distributed generator must make reasonable endeavours regarding new information

6 Distributor's decision on initial application

Interim application process

7 Distributed generator must make interim application and give information
8 Notice to third parties
9 Distributor's decision on interim application
10 Time within which distributor must decide interim applications
11 Distributed generator must give notice of a dispute
 Final application process
12 Distributed generator must make final application
13 Notice to third parties
14 Priority of final applications
15 Distributor's decision on final application
16 Time within which distributor must decide final applications
17 Distributed generator must give notice of intention to negotiate
 Post-approval process
18 30 business days to negotiate connection contract if distributed generator gives notice of intention to negotiate
19 Connection of distributed generation if connection contract negotiated
20 Connection of distributed generation on regulated terms if connection contract not negotiated
21 Approved applications must meet milestones to retain priority position in distributor's network connections pipeline
22 Approved final applications must meet milestones to retain approval
23 Treatment of approved applications at the same network location
24 Testing and inspection

Appendix 4

Process 4: Applications for load above 69 kVA and below 500 kVA in total

1 Contents of this Appendix

Initial application process

2 Distributor must receive information to process an initial application
3 Distributor must give information to applicant
4 Other matters to assist with decision making
5 Distributor must make reasonable endeavours regarding new information
6 Distributor's decision on initial application

Final application process

7 Distributor must receive final application
8 Priority of final applications
9 Distributor's decision on final application
10 Time within which distributor must decide final applications
11 Distributor must negotiate if notified by applicant

Post-approval process

- 12 Distributor has 30-40 business days to negotiate connection contract if applicant gives notice of intention to negotiate
- 13 Connection of load if connection contract negotiated
- 14 Approved final applications must connect to retain approval

Appendix 5

Process 5: Applications for load at 500 kVA or more in total

1 Contents of this Appendix

Initial application process

- 2 Distributor must receive information to process an initial application
- 3 Distributor must give information to applicant
- 4 Other matters to assist with decision making
- 5 Distributor must make reasonable endeavours regarding new information
- 6 Distributor's decision on initial application

Interim application process

- 7 Distributor must receive interim application
- 8 Notice to third parties
- 9 Distributor's decision on interim application
- 10 Time within which distributor must decide interim applications
- 11 Applicant may complain under section 95 of the Act

Final application process

- 12 Distributor must receive final application
- 13 Priority of final applications
- 14 Distributor's decision on final application
- 15 Time within which distributor must decide final applications
- 16 Distributor must negotiate if notified by applicant

Post-approval process

- 17 Distributor has 40 business days to negotiate connection contract if applicant gives notice of intention to negotiate
- 18 Connection of load if connection contract negotiated
- 19 Approved applications must meet milestones to retain priority position distributor's network connections pipeline
- 20 Approved ~~final~~ applications must meet milestones to retain ~~final~~ approval
- 21 Treatment of approved applications at the same network location

Preliminary provisions

1 Contents of this Schedule

This Schedule specifies the procedures under Part 6 for:

- (a) processing applications from **applicants** for the connection or continued connection of **distributed generation** or **load** to a **distribution network**; and
- (b) for the renewal of an existing or expired connection contract; and
- (c) particular changes to connections of **distributed generation** and **load connections**.

2 Applicant must apply

(1) – Subject to clause 6.4A and clause 4 of Schedule 6.1, an **applicant** must apply to a **distributor** if it wishes to—

- (a) connect **distributed generation** or **load** to the **distributor's distribution network** using the processes in Part 6 and this Schedule; or
- (b) continue an existing connection of **distributed generation** or **load** to the **distributor's distribution network** using the processes in Part 6 and this Schedule if a connection contract—
 - (i) is in force and the **applicant** wishes to extend the term of the connection contract; or
 - (ii) has expired; or
- (c) continue an existing connection of **distributed generation** or **load** using the processes in Part 6 or this Schedule to the **distributor's distribution network** that is connected without a connection contract if the **regulated terms** and **prescribed terms** do not apply; or
- (d) change the **maximum export power**, **nameplate capacity**, inverter model, **electricity** producing components within the connected **distributed generation**, or fuel type of the **distributed generation** for applications under **Process 2** and **Process 3**; or
- (da) change the **maximum export power** or fuel type of the **distributed generation** for applications under **Process 1** and **Process 1A**; or
- (e) change the capacity of an existing **load** connection.

3 How this Schedule applies to applications

- (1) The appendices to this Schedule set out different processes which apply to different kinds of applications under clause 2.
- (2) The appendices and the processes in those appendices apply as follows:
 - (a) **Process 1**, which is set out in Appendix 1, applies to applications for **distributed generation** that has **maximum export power** of 10 kW or less in total, unless the **distributed generator** has elected, under clause 4, to apply under **Process 1A**:
 - (b) **Process 1A**, which is set out in Appendix 1A, applies to applications for **distributed generation** that has **maximum export power** of 10 kW or less in total, if the **distributed generator** has elected, under clause 4, to apply under **Process 1A**:
 - (c) **Process 2**, which is set out in Appendix 2, applies to applications for **distributed generation** with **maximum export power** above 10 kW and below 300 kW in total;
 - (d) **Process 3**, which is set out in Appendix 3, applies to applications for **distributed generation** with **maximum export power** of 300 kW and above in total;
 - (e) **Process 4**, which is set out in Appendix 4, applies to applications for **load** above 69 kVA and below 500 kVA in total;
 - (f) **Process 5**, which is set out in Appendix 5, applies to applications for **load** at 500 kVA and above in total;

(3) If an **applicant** wishes to connect both **distributed generation** and **load** at the same ICP the **applicant** must only needs to make an application for the connection of the higher capacity of either **distributed generation** or **load**.

(4) Where subclause (3) applies—

- (a) an **applicant** must provide the required information for both **distributed generation** and **load**; and
- (b) ~~the distributor must enter the information for both publish the information for both distributed generation and load into the information that that the distributor has published in its network connections pipeline in accordance with clause 6.3; and~~
- (be) the **distributor** and the **applicant** may enter into a combined connection contract; and
- (cd) ~~If~~ if a combined connection contract cannot be agreed within the period set out in this Part, the **regulated terms** for the connection of **distributed generation** apply for the **distributed generation** connection.

4 When application may be made under Process 1A

(1) A **distributed generator** may elect to apply to a **distributor** under **Process 1A** instead of **Process 1** if the **distributed generation** to which the application relates—

- (a) is designed and installed in accordance with AS/NZS 4777.1:2016; and
- (b) incorporates an inverter that—
 - (i) has been tested and issued a Declaration of Conformity with AS/NZS 4777.2:2020 by a laboratory with accreditation issued or recognised by International Accreditation New Zealand; and
 - (ii) has settings that meet the **distributor's connection and operation standards**.

(2) Until 1 September 2026, a **distributed generator** may only elect to apply to a **distributor** under **Process 1A** instead of **Process 1**, if the **distributed generation** to which the application relates has, in addition to the requirements in subclause (1)—

- (a) a volt-watt response mode; and
- (b) a volt-var response mode; and
- (c) control settings and volt response mode settings that meet the **distributor's connection and operation standards**; and
- (d) a **maximum export power** limit at the **ICP** of the **distributed generator** that does not exceed the **maximum export power** threshold, if any, specified by the **distributor** in its **connection and operation standards**.

Confidentiality

5 Confidentiality of information provided

(1) All information given with, or relating to, an application made under this Schedule to a **distributor** must be kept confidential by the **distributor** except as required by clauses 6.3 and 6.3A, as required to be entered into the registry, and as agreed otherwise by the person that gave the information. A **distributor** must comply with clause 6.3(1A) and clause 6.3(1B) as soon as it is provided with information by an **applicant** for the purposes of an application under this Schedule.

(2) A **distributor** may require an **applicant** to keep **confidential** information **confidential** that—

- (a) is given to the **applicant** by the **distributor** for the purpose of an application under this Schedule; and
- (b) the **distributor** reasonably identifies as being confidential.

(3) A **distributor** may decline to process an application made by an **applicant** under this Schedule if the **applicant** does not agree to comply with a requirement to keep information confidential **imposed** under subclause (2).

(4) Despite subclause (1), the **distributor**—

- (a) may, in response to an application under this Schedule, disclose to the **applicant** that another **applicant** has made an application under this Schedule (without identifying who the other **applicant** is); and
- (b) may, in the case of an application under **Processes 1, 2, 3, 4 and 5** of this Schedule, generally indicate the location or proposed location of the other application; and
- (c) may, in the case of an application under **Processes 2, 3, 4 and 5** of this Schedule, disclose the **maximum export power** and export **load** profile of the other application; and
- (d) where **an applicants** under this subclause gives written consent, may share the contact details of **that applicants** for applications under **Process 3 and Process 5** of this Schedule, for the express purpose of encouraging complementary applications.

(5) The obligation to keep information confidential in clause 6.3(1A) and clause 6.3(1B) includes—

- (a) an obligation not to use the information for any purpose other than considering the application under this Schedule, populating the **network connections pipeline**, enabling the connection or continued connection to a **distribution network**, and meeting the registry requirements under Part 11; and
- (b) an obligation to **maintain the information for a minimum of 60 months after receiving the information**; and
- (c) **an obligation after the period in paragraph (b) has ended to destroy the information as soon as is reasonably practicable if the information is no longer reasonably needed by the distributor for the purposes in paragraph (a) after the later of**
 - (i) **the date on which the information is no longer required for the purposes in paragraph (a); and**
 - (ii) **60 months after receiving the information.**

Record keeping

6 Distributors must keep records

A **distributor** must maintain records of each application and notice received under this Schedule and the resulting outcomes, for a minimum of 60 months after the day on which the **initial applications, interim applications** and **final applications** **were** **are** approved or declined, including records of:

- (a) **how long it took to approve or decline initial applications, interim applications and final applications**;
- (b) **the number of and time duration of each extension sought by the distributor**;
- (c) **the number of and time duration of each extension sought by the applicant**;
- (d) **and** justification for these outcomes.

Costs

7 Responsibility for costs under this Schedule

A distributor and an applicant must pay their own respective costs (including legal costs) incurred under this Schedule.

DRAFT

Appendix 1

Process 1: Applications for distributed generation

with maximum export power of 10 kW or less in total

1 Contents of this Appendix

(1) This Appendix sets out **Process 1** and applies to applications for **distributed generation** that has a **maximum export power** of 10 kW or less in total, unless the **distributed generator** that owns or operates the **distributed generation** has elected, under clause 4 of Schedule 6.1, to apply under **Process 1A**.

(2) **Process 1** provides for a one-stage application process.

Application process

2 Application for distributed generation with maximum export power of 10kW or less in total

(1) A **distributed generator** must apply to a **distributor** by—

- (a) using the application form provided by the **distributor** that is **published** under clause 6.3(2)(a); and
- (b) providing any information in respect of the **distributed generation** to which the application relates that is—
 - (i) referred to in subclause (2); and
 - (ii) specified by the **distributor** under clause 6.3(3) as being required to be provided with the application; and
- (c) paying the application fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

(2) The information **required** by subclause (1)(b) includes the following:

- (a) the full name and address of the **distributed generator** and the contact details of a person that the **distributor** may contact regarding the **distributed generation**:
- (b) whether the application is to—
 - (i) connect **distributed generation**; or
 - (ii) continue an existing connection of **distributed generation** that is connected in accordance with a connection contract if the connection contract—
 - (A) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (B) has expired; or
 - (iii) continue an existing connection of **distributed generation** that is connected without a connection contract; or
 - (iv) change the **maximum export power** or fuel type of connected **distributed generation**:
- (c) evidence of the **maximum export power** that the **distributed generation** will have, or other suitable evidence that the **distributed generation** is or will only be capable of generating **electricity** at a rate of 10 kW or less;
- (d) if the application is to change the **maximum export power** or fuel type of connected **distributed generation**—
 - (i) the **maximum export power** that the **distributed generation** will have after the change; and

- (ii) the aggregate **maximum export power** that all **distributed generation** that is connected at the **point of connection** at which the **distributed generation** is connected will have after the change; and
- (iii) the fuel type that the **distributed generation** will have after the change;
- (e) details of the fuel type of the **distributed generation** (for example, solar, wind, or liquid fuel);
- (f) a brief description of the physical location at the address at which the **distributed generation** is or will be connected;
- (g) if the application is to connect **distributed generation**, when the **distributed generator** expects the **distributed generation** to be connected;
- (h) technical specifications of the **distributed generation** and associated equipment, including the following:
 - (i) technical specifications of equipment that allows the **distributed generation** to be **electrically disconnected** from the **distribution network** on loss of mains voltage;
 - (ii) manufacturer's rating of equipment;
 - (iii) number of phases;
 - (iv) proposed or current **point of connection** to the **distribution network** (for example, the **ICP identifier** and street address);
 - (v) details of either or both of any inverter and battery storage;
 - (vi) details of any **load** at the proposed or current **point of connection**;
 - (vii) details of the voltage (for example, 400 V or 11 kV) when it is **electrically connected**;
- (i) information showing how the **distributed generation** complies with the **distributor's connection and operation standards**;
- (j) any additional information or **documents** that are reasonably required by the **distributor**.

(3) The **distributed generator** must provide the **distributor** with the information required by clause 7(1)(o) of Schedule 11.1.

(4) The **distributor** must, within ~~five~~ 5 **business days** of receiving an application, give written notice to the **distributed generator** advising whether or not the application is complete.

3 Distributor's decision on application

- (1) A **distributor** must, within 30 **business days** after the date of receipt of a completed application made in accordance with clause 2, give notice in writing to the **applicant** stating whether the application is approved or declined.
- (2) A **distributor** must approve an application if—
 - (a) the application has been properly made in accordance with the **Act** and Part 6 of this Code; and
 - (b) the information provided in the application ~~would~~ reasonably **demonstrates support** ~~an assessment by the distributor~~ that—
 - (i) ~~the applicant will comply at all times with the requirements of the Health and Safety at Work Act 2015; and~~

- (i) the **distributed generator** will ensure that the **distributed generation** complies at all times with the **Act** and this Code; and
- (ii) the **distributed generation** meets the **distributor's connection and operation standards**; and

(c) if applicable, the criteria in the **queueing and management policy for distributors** for approving the application are satisfied.

(3) A **distributor** may only decline a completed application if it reasonably considers that the matters in subclause (2) are not met.

(4) A notice stating that an application is declined must be accompanied by the following information:

- (a) detailed reasons as to why the application has been declined and the steps that the **applicant** can take to achieve approval if it makes a new application;
- (b) if applicable, the criteria in the **queueing and management policy for distributors** that supported the decision;
- (c) information about the default process under Schedule 6.3 for the resolution of disputes between **participants** about an alleged breach of **the regulated terms or any other provision** of Part 6 of this Code;
- (d) that if the **distributed generator** is not a **participant**, the **distributed generator** may report to the **Authority** under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the **distributor** has breached any requirement in Part 6 of this Code.

4 Extension of time by mutual agreement for distributor to process application

- (1) A **distributor** may seek an extension of the time specified in clause 3(1) by which the **distributor** must give notice in writing stating whether an application is approved or declined.
- (2) The **distributor** must provide do this by notice in writing to the **distributed generator** specifying the reasons for the extension.
- (3) The **distributed generator** that made the application—
 - (a) may grant an extension which must not exceed 20 **business days**; and
 - (b) must not unreasonably withhold consent to an extension.

5 Distributed generator must give notice of intention to negotiate

- (1) If a **distributor** advises a **distributed generator** that its application is approved, the **distributed generator** must give written notice to the **distributor** confirming whether the **distributed generator** intends to negotiate a connection contract under clause 6 and, if so, confirming the details of the **distributed generation** to which the application relates.
- (2) The **distributed generator** must give the notice under subclause (1) within 10 **business days** after the **distributor** gives notice of **final approval**, or such later date as is agreed by the **distributor** and the **distributed generator**.

- (3) The **distributor's** duties under Part 6 of this Code arising from the application no longer apply if the **distributed generator** fails to give notice to the **distributor** within the time limit specified in subclause (2).
- (4) Subclause (3) does not prevent the **distributed generator** from making a new application under Part 6 of this Code.

Post-approval process

6 30 business days to negotiate connection contract if distributed generator gives notice of intention to proceed

- (1) If a **distributed generator** whose application under clause 2 is approved gives notice to a **distributor** under clause 5, the **distributor** and the **distributed generator** have 30 business days, starting on the date on which the **distributor** receives the notice, during which they must, in good faith, attempt to negotiate a connection contract.
- (2) The **distributor** and the **distributed generator** may, by agreement, extend the time specified in subclause (1) for negotiating a connection contract.

7 Testing and inspection

- (1) Subject to subclause (2), a **distributed generator** whose application under clause 2 is approved by a **distributor** must test and inspect the **distributed generation** to which the application relates within a reasonable time frame specified by the **distributor**.
- (2) The **distributor** may waive the requirement that the **distributed generator** test and inspect if the **distributor** is satisfied that the **distributed generation** complies with the **distributor's connection and operation standards**.
- (3) The **distributed generator** must give adequate notice of the testing and inspection to the **distributor**.
- (4) The **distributor** may send qualified personnel to the site to observe the testing and inspection.
- (5) The **distributed generator** must give the **distributor** with a written test report when testing and inspection is complete, including suitable evidence that the **distributed generation** complies with the **distributor's connection and operation standards**.
- (6) The **distributed generator** must pay any fee specified by the **distributor** in accordance with clause 6.3(2)(e) for observing the testing and inspection.

8 Connection of distributed generation if connection contract negotiated

- (1) This clause applies if a **distributor** and a **distributed generator** whose application under **Process 1** is approved enter into a connection contract before the period for negotiating a connection contract under **Process 1** expires.
- (2) If the application is to connect **distributed generation** under clause 2(1)(a) of Schedule 6.1, the **distributor** must allow the **distributed generator** to connect the **distributed generation** in accordance with the contract as soon as practicable.
- (3) If the application is to continue an existing connection of **distributed generation** under clause 2(1)(b) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator's** existing connection continues apply—
 - (a) as soon as practicable, if the previous connection contract has expired; or

(b) no later than the expiry of the previous connection contract, if the contract is in force.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(1)(c) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator's** existing connection continues apply as soon as practicable.

(5) If the application is to change the **maximum export power** or fuel type of connected **distributed generation** under clause 2(4)(da) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator's** existing connection continues apply as soon as practicable.

9 Connection of distributed generation on regulated terms if connection contract not negotiated

(1) This clause applies if a **distributor** and a **distributed generator** whose application under **Process 1** is approved do not enter into a connection contract before the period for negotiating a connection contract under this Part of this Schedule expires **or, prior to expiry, a distributed generator gives notice to a distributor that it will not enter into a connection contract.**

(2) If the application is to connect **distributed generation** under clause 2(1)(a) of Schedule 6.1, the **distributor** must allow the **distributed generator** to connect the **distributed generation** on the **regulated terms** as soon as practicable after the expiry of the period.

(3) If the application is to continue an existing connection of **distributed generation** under clause 2(4)(b) of Schedule 6.1, the **regulated terms** apply to the **distributed generator's** existing connection as follows:

- if the previous connection contract has expired, the **regulated terms** apply from the day after the date on which the period for negotiating a connection contract under **Process 1** expires;
- if the previous connection contract is still in force, the **regulated terms** apply from the day after the date on which the contract expired.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(4)(c) of Schedule 6.1, the **regulated terms** apply from the day after the date that the period for negotiating a connection contract under **Process 1** expires.

(5) If the application is to change the **maximum export power** or fuel type of connected **distributed generation** under clause 2(4)(da) of Schedule 6.1, the **regulated terms** apply from the day after the date that the period for negotiating a connection contract under this Part of this Schedule expires.

Appendix 1A

Process 1A: Applications for distributed generation with maximum export power of 10 kW or less in total in specified circumstances

1 Contents of this Appendix

(1) This Appendix sets out **Process 1A** and applies to applications relating to **distributed generation** that has a **maximum export power** of 10 kW or less in total to a **distribution network** if the **applicant** has elected, under clause 4 of Schedule 6.1, to apply under **Process 1A**.

(2) **Process 1A** provides for a simplified ~~one~~-stage application process.

2 Application for distributed generation with maximum export power of 10 kW or less in total in specified circumstances

(1) An application to a **distributor** must use the application form provided by the distributor that is publicly available under clause 6.3(2)(a), and specify which of the following circumstances applies:

- (a) the **distributed generator** wishes to connect **distributed generation**;
- (b) the **distributed generator** wishes to continue an existing connection of **distributed generation** that is connected in accordance with a connection contract that—
 - (i) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (ii) has expired;
- (c) the **distributed generator** wishes to continue an existing connection of **distributed generation** that is connected without a connection contract;
- (d) the **distributed generator** wishes to change the **maximum export power** or fuel type of connected **distributed generation**.

(2) An application ~~made under this clause~~ must include the following:

- (a) the name, contact, and address details of the **distributed generator** and, if applicable, the **distributed generator's** agent;
- (b) a brief description of the physical location at the address at which the **distributed generation** is or will be connected;
- (c) any application fee specified by the **distributor** in accordance with clause 6.3(2)(e);
- (d) details of the make and model of the inverter;
- (e) confirmation as to whether the inverter—
 - (i) is included on the **distributor's** list of approved inverters **published** under clause 6.3(2)(f); or
 - (ii) conforms with the settings specified in the **distributor's connection and operation standards**;
- (f) if the inverter is not included on the **distributor's** list of approved inverters, a copy of the AS/NZS 4777.2:2020 Declaration of Conformity certificate for the inverter;
- (g) details of—
 - (i) the **maximum export power** of the **distributed generation**; and

- (ii) the fuel type of the **distributed generation** (for example, solar, wind, or liquid fuel).
- (h) the information required by clause 7(1)(o) of Schedule 11.1.

(3) Until 1 September 2026, an application must also include—

- (a) confirmation as to whether the inverter conforms with the control settings and volt response mode settings specified in the **distributor's connection and operation standards**; and
- (b) confirmation that the **distributed generation** has a **maximum export power** limit that does not exceed the **maximum export power** threshold, if any, specified by the **distributor** in its **connection and operation standards**; and
- (c) the **maximum export power** of the **distributed generation**.

(4) The **distributed generator** must also give the **distributor** the following information as soon as it is available, but no later than 10 **business days** after the approval of the application:

- (a) a copy of the Certificate of Compliance issued under the Electricity (Safety) Regulations 2010 that relates to the **distributed generation**;
- (b) the **ICP identifier** of the **ICP** at which the **distributed generation** is connected or is proposed to be connected, if one exists.

(5) A **distributor** must, no later than ~~two~~ 2 **business days** after receiving an application from a **distributed generator**, acknowledge receipt of the application.

3 Distributor may inspect distributed generation

(1) A **distributor** may inspect **distributed generation** that is connected or is proposed to be connected to its **distribution network** for the purpose of—

- (a) verifying that the **distributed generation** meets, or continues to meet, the requirements specified in clause 4 of Schedule 6.1; or
- (b) verifying the information contained in an application made under **Process 1A**.

(2) If a **distributor** wishes to inspect **distributed generation**, the **distributor** must give the **distributed generator** at least ~~two~~ 2 **business days**' notice of the time and date on which the inspection will take place.

(3) Following receipt of a notice, the **distributed generator** must—

- (a) pay the fee specified by the **distributor** in accordance with clause 6.3(2)(e) for the inspection (if any); and
- (b) provide or arrange for the **distributor** to have reasonable access to the **distributed generation**.

4 Export congestion

(1) This clause applies if a **distributed generator** applies to a **distributor** under **Process 1A** to connect **distributed generation** or continue an existing connection of **distributed generation** to a location on the **distributor's distribution network** that is included in the list **published** in accordance with clauses 6.3(2)(da) or 6.3(2)(db).

(2) The **distributor** may advise the **distributed generator** that the **distributed generation** may be subject to **export congestion** as set out in the **distributor's congestion management policy**.

(3) If a **distributor** has advised a **distributed generator** under subclause (2), the **distributor** must take reasonable steps to work with the **distributed generator** to assess whether solutions exist to mitigate the **export congestion**.

5 Non-compliance or incomplete information

(1) This clause applies if a **distributor** considers that an application made to it by a **distributed generator** under **Process 1A** has one or more of the following deficiencies:

- (a) the **distributed generation** to which the application relates does not meet the requirements specified in clause 4 of Schedule 6.1;
- (b) the **distributed generation** to which the application relates is not as described in the information given under clause 2(2);
- (c) the **distributed generator** has not complied with clause 2(2).

(2) If this clause applies, the **distributor** must advise the **distributed generator** of the deficiency or deficiencies.

(3) If the **distributed generator** is advised of a deficiency or deficiencies, it must remedy each deficiency to the satisfaction of the **distributor** no later than 10 **business days** after being advised of the deficiency.

(4) If the **distributed generator** is required to remedy a deficiency it must pay the relevant fee specified by the **distributor** in accordance with clause 6.3(2)(e).

(5) If the **distributed generator** does not remedy each deficiency of which it is advised within the time frame specified in subclause (3)—

- (a) if the **distributed generation** to which the application relates is **electrically connected** to the **distributor's distribution network** at the time the **distributor** advises the **distributed generator** under subclause (2), the **distributor** may, by notice to the **distributed generator**, require the **distributed generator** to—
 - (i) **electrically disconnect** the **distributed generation** within a reasonable time frame specified by the **distributor** (if applicable); and
 - (ii) keep the **distributed generation** **electrically disconnected** until each deficiency is remedied to the **distributor's** satisfaction; or
- (b) if the **distributed generation** is not connected to the **distributor's distribution network** at the time of being advised under subclause (2), the **distributor** may, by notice to the **distributed generator**, prohibit the **distributed generator** from connecting the **distributed generation** to the **distributor's distribution network** until each deficiency is remedied to the **distributor's** satisfaction.

(6) The **distributor** must approve connection of the **distributed generation** as soon as is reasonable in the circumstances if—

- (a) the **distributed generator** complies with a notice given under subclause (5)(a) (if applicable); and
- (b) the **distributed generator** remedies each deficiency advised under subclause (2)—
 - (i) to the satisfaction of the **distributor**; and
 - (ii) no later than 12 months after the date of the notice given under subclause (5) or such later date as is agreed by the **distributor** and the **distributed generator**.

(7) If the **distributor** approves the connection of **distributed generation**, it must give a notice of final approval to the **distributed generator** under clause 6.

6 Notice of final approval

(1) A **distributor** must give a notice of final approval of **distributed generation** to a **distributed generator** that has made an application to the **distributor** under **Process 1A** if the **distributor** is satisfied that—

- (a) the **distributed generation** meets the requirements specified in clause 4 of Schedule 6.1; and
- (b) the information given by the **distributed generator** under clause 2(2) is complete and accurate.

(2) The **distributor** must give the notice no later than 10 **business days** after the date on which the application was submitted.

(3) If the **distributed generator** does not receive a notice by the date specified in subclause (2), the **distributor** is deemed to have given notice of final approval.

7 Regulated terms apply

- (1) If a **distributor** gives a notice of final approval to a **distributed generator** under clause 6, the **regulated terms** apply.
- (2) Despite subclause (1), and in accordance with clause 6.6(4), the **distributor** and **distributed generator** may at any time enter into a connection contract on terms that apply instead of the **regulated terms**.

8 When distributed generator may connect to distribution network

- (1) A **distributed generator** that has submitted an application to a **distributor** under clause 4 of Schedule 6.1 may connect the **distributed generation** to which the application relates to the **distributor's distribution network** if the **distributed generator** receives a notice of final approval under clause 6(1), or is deemed to have received a notice of final approval under clause 6(3).
- (2) Despite subclause (1) a **distributor** may prohibit a **distributed generator** from connecting if
 - (a) the **distributor** has advised the **distributed generator** of a deficiency under clause 5(2) and the deficiency has not been remedied in accordance with clause 5(3); or
 - (b) the **distributor** gave notice that it wished to inspect the **distributed generation** under clause 3(2), but the **distributed generator** has not provided or arranged for the **distributor** to have reasonable access to the **distributed generation** under clause 3(3)(b).

Appendix 2

Process 2: Applications for to connect distributed generation with maximum export power above 10 kW and below 300 kW in total

1 Contents of this Appendix

- (1) This Appendix sets out **Process 2** and applies to applications for to connect **distributed generation** with **maximum export power** above 10 kW and below 300 kW in total to a **distribution network**.
- (2) **Process 2** provides for a two-stage application process.

Initial application process

2 Distributed generator must make initial application and give information

- (1) A **distributed generator** must make an **initial application** to a **distributor** by—
 - (a) using the application form provided by the **distributor** that is **published** under clause 6.3(2)(a); and
 - (b) providing any information in respect of the **distributed generation** to which the application relates that is—
 - (i) referred to in subclause (2); and
 - (ii) specified by the **distributor** under clause 6.3(3) as being required to be provided with the application; and
 - (c) paying the application fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).
- (2) The information **required** by subclause (1)(b) includes the following:
 - (a) the full name and address of the **distributed generator** and the contact details of a person whom the **distributor** may contact regarding the **distributed generation**:
 - (b) whether the application is to—
 - (i) connect **distributed generation**; or
 - (ii) continue an existing connection of **distributed generation** that is connected in accordance with a connection contract if the connection contract—
 - (A) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (B) has expired; or
 - (iii) continue an existing connection of **distributed generation** that is connected without a connection contract; or
 - (iv) change the **maximum export power**, **nameplate capacity**, inverter model, **electricity** producing components within the connected **distributed generation**, or fuel type of connected **distributed generation**:
 - (c) evidence of the **maximum export power** that the **distributed generation** will have;
 - (d) if the application is to change the **maximum export power**, **nameplate capacity**, inverter model, **electricity** producing components within the connected **distributed generation**, or fuel type of connected **distributed generation**—
 - (i) the **maximum export power** that the **distributed generation** will have after the change; and

- (ii) the aggregate **maximum export power** that all **distributed generation** that is connected at the **point of connection** at which the **distributed generation** is connected will have after the change; and, **if applicable**
- (iii) **if applicable**
 - (A) the model number of the new inverter; and
 - (B) the technical specifications for the new **electricity producing components**; and
 - (C) the fuel type that the **distributed generation** will have after the change;
- (e) details of the fuel type of the **distributed generation** (for example, solar, wind, or liquid fuel);
- (f) a brief description of the physical location at the address at which the **distributed generation** is or will be connected;
- (g) if the application is to **connect distributed generation**, when the **distributed generator** expects the **distributed generation** to be connected;
- (h) technical specifications of the **distributed generation and associated equipment**, including the following:
 - (i) technical specifications of equipment that allows the **distributed generation** to be **electrically disconnected** from the **distribution network** on loss of mains voltage;
 - (ii) manufacturer's rating of equipment;
 - (iii) number of phases;
 - (iv) proposed or current **point of connection** to the **distribution network** (for example, the **ICP identifier** and street address);
 - (v) details of either or both of any inverter and battery storage;
 - (vi) details of any **load** at the proposed or current **point of connection**;
 - (vii) details of the voltage (for example, 400 V or 11 kV) when **electrically connected**;
 - (i) information showing how the **distributed generation** complies with the **distributor's connection and operation standards**;
 - (j) the maximum **active power** injected (**MW max**);
 - (k) the **reactive power** requirements (**MVAr**s) (if any);
 - (l) resistance and reactance details of the **distributed generation**;
 - (m) fault level contribution (**kA**);
 - (n) method of voltage control;
 - (o) single line diagram of proposed connection;
 - (p) means of **synchronising** with, **electrically connecting** to, and **electrically disconnecting** from, the **distribution network**, including the type and ratings of the proposed **circuit breaker**;
 - (q) details of compliance with frequency and voltage support requirements as specified in this Code (if applicable);
 - (r) proposed periods and amounts of **electricity injections** into, and **oftakes** from, the **distribution network** (if known);
 - (s) any other information that is required by the **system operator**;
 - (t) any additional information or **documents** that are reasonably required by the **distributor**.

- (4) The **distributed generator** must provide the **distributor** with the information required by clause 7(1)(o) of Schedule 11.1.
- (5) The **distributor** must, within ~~five~~ 5 **business days** of receiving an **initial application**, give written notice to the **applicant** advising whether or not the application is complete and, if not, what information is needed to complete the application.

3 Distributor must give information to distributed generator

A **distributor** must give a **distributed generator** that makes an **initial application** the following information within 30 **business days** of receiving the completed **initial application**:

- (a) information about the **capacity** of the **distribution network**, including both the **design capacity** (including fault levels) and actual operating levels;
- (b) information about the extent to which connection and operation of the **distributed generation** may result in a breach of the relevant standards for safety, voltage, power quality, and reliability of electricity conveyed to **points of connection** on the **distribution network**;
- (c) information about any measures or conditions (including modifications to the design and operation of the **distribution network**, the **grid** or to the operation of the **distributed generation**) that may be necessary to address the matters referred to in paragraphs (a) and (b);
- (d) the approximate costs of any **distribution network** related measures or conditions identified under paragraph (c) and an estimate of time constraints or restrictions that may delay connecting the **distributed generation**;
- (e) information about any further detailed investigative studies, including estimated cost and time to complete those studies, that the **distributor** reasonably considers are necessary to identify any potential adverse effects the **distributed generation** may have on the system, together with an indication of—
 - (i) whether the **distributor** agrees to the **distributed generator**, or a suitably qualified agent of the **distributed generator**, undertaking those studies and, if not, the reasons for the **distributor**'s decision; or
 - (ii) if ~~not~~ the **distributor** does not agree to the matters in subparagraph (i), whether the **distributor** could undertake those studies and, if so, the reasonable estimated cost of the studies that the **distributed generator** would be charged;
- (f) information about any obligations to other parties that may be imposed on the **distributor** and that could affect the **distributed generation** (for example, obligations to **Transpower**, in respect of other **networks**, or under this Code);
- (g) any additional information or **documents** that the **distributor** considers would assist the **distributed generator**'s application;
- (h) information about the extent to which planned and **unplanned outages** may adversely affect the operation of the **distributed generation**.

4 Other matters to assist with decision making

- (1) A distributor must provide, if requested by a distributed generator making an initial application, further information that is reasonably necessary to enable the distributed generator to consider and act on the information given by the distributor under clause 3.
- (2) The information that the distributor must provide under subclause (1) may include single line diagrams, equipment ratings, normal switch configurations (including fault levels), and protection system details relevant to the current or proposed point of connection of the distributed generation to the distribution network.
- (3) The distributor must provide the further information under this clause within 10 business days of the request being received.

5 Distributor and distributed generator must make reasonable endeavours regarding new information

If a distributor or a distributed generator has given information to the other party under this Appendix and subsequently becomes aware of new information that is relevant to the application, the party that becomes aware of the new information must use reasonable endeavours to provide the other party with the new information.

6 Distributor's decision on initial application

- (1) A distributor must, within 40 business days after receiving the completed initial application, give notice in writing to the distributed generator stating whether the initial application is approved or declined.
- (2) A distributor must approve an initial application, subject to any conditions specified by the distributor that are reasonably required, if—
 - (a) the initial application has been properly made in accordance with the Act and Part 6 of this Code; and
 - (b) the information provided in the initial application would reasonably support an assessment by the distributor; and
 - (c) if applicable, the criteria in the queuing and management policy for distributors for approving the application are satisfied.
- (3) A distributor may only decline a completed application if it reasonably considers that the matters in subclause (2) are not met.
- (34) A distributor may approve an initial application that does not comply with their connection and operation standards.
- (45) If the distributor does not give notice in accordance with subclause (1) before the expiry of the time frame in this clause, the distributed generator may refer the failure to comply with subclause (1) to the disputes process set out in Schedule 6.3 distributor must treat the initial application as approved.
- (56) A notice stating that an initial application is approved must be accompanied by information about estimated charges payable by the distributed generator to the distributor to assess a final application.
- (67) A notice stating that an initial application is declined must be accompanied by detailed reasons as to why the initial application was declined and, if applicable, include the

criteria in the queueing and management policy for distributors that supported the decision.

Final application process

7 Distributed generator must make final application

(1) A **distributed generator** that makes an **initial application** to a **distributor** must make a **final application**, no later than 12 months after the date on which the **distributor** approved the **initial application**, if the **distributed generator** wishes to proceed with the application, unless—

- (a) the **distributor** and the **distributed generator** agree that a **final application** is not required; and
- (b) there are no persons to whom the **distributor** must give written notice under clause 8 at the time that the **distributor** and **distributed generator** agree that a **final application** is not required; or
- (c) the **distributor** agrees to accept a **final application** later than 12 months after the date on which it approved the **initial application**.

(2) If a **final application** is not required under subclause (1)—

- (a) subclause (3) does not apply; and
- (b) the **distributed generator's initial application** must be treated as a **final application** for the purposes of clauses 8 to ~~1617~~.

(3) The **distributed generator** must make the **final application** by—

- (a) using the **final application** form provided by the **distributor** that is **published** under clause 6.3(2)(a); and
- (b) providing the results of any investigative studies that were identified by the **distributor** under clause 3(e)(i) and to be undertaken by the **distributed generator** or the **distributed generator's agent**; and
- (c) paying the **final application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

8 Notice to third parties

A **distributor** that receives a **final application** must give written notice of the **final application** to the following persons no later than 10 **business days** after receiving the **final application**:

- (a) all persons that have made an **initial application**, **interim application** and **final application** relating to a part of the **distribution network** that the **distributor** considers would be affected by the approval of the **final application**; and
- (b) all **distributed generators** that have **distributed generation** with a **maximum export power** of 10 kW or more in total connected on the **regulated terms** to the part of the **distribution network** that the **distributor** considers would be affected by the approval of the **final application**.

9 Priority of final applications

A **distributor** must prioritise and manage **final applications** in accordance with the **queueing and management policy for distributors**.

(1) Subclause (2) applies if—

- (a) a **distributor** receives a **final application** (the first application); and
- (b) a **second final application** (the second application) and any other **final applications** (further applications) within 20 **business days** of receiving the first application; and
- (c) the first application, the second application or any of the further applications (the **grouped applications**) relate to the same part of the **distribution network** and the **distributor** considers that any of those applications would be affected by the approval of the other applications.

(2) If this subclause applies

- (a) the **distributor** must consider the **grouped applications** simultaneously; and
- (b) if the **distributor** does not have sufficient **network** capacity to approve all of the **grouped applications**, the **distributor** must
 - (i) consider which applications to progress to a decision under clause 10 in whole or part or taking into account which application or applications would likely involve the optimal use of the **distribution network** while achieving the most long term benefit for consumers and which applications to put on hold in whole or part while it considers the applications it has decided to progress; and
 - (ii) advise each **applicant** of its decision under sub-paragraph (i) as soon as possible and within the timeframes specified in clause 11; and
 - (iii) process the applications in accordance with that decision; or
- (c) if the **distributor** has sufficient **network** capacity to approve all the applications, the **distributor** must
 - (i) advise each **applicant** of this as soon as possible and within the timeframes specified in clause 11; and
 - (ii) continue to progress each application.

(3) If a **distributor** makes a decision under subclause (2)(b)

- (a) the **distributor** must make its decision under clause 10 independently of its decision under subclause 2(b); and
- (b) the decision under subclause 2(b) is without prejudice to any decision under clause 10, does not affect or pre-empt any decision under clause 10, or require any particular decision under clause 10.

(4) For the avoidance of doubt, if the **distributor** receives a **final application** (later application) more than 20 **business days** after the first application

- (a) the distributor must continue to consider the **grouped applications** in accordance with subclause (2); and
- (b) **distributor** must not include the later application with the **grouped applications** for consideration under subclause (2); and
- (c) the **distributor** must not make a final decision on the later application until after it has made a final decision on each of the **grouped applications**.

(5) Subclause (3) does not limit clause 11.

10 Distributor's decision on final application

(1) A **distributor** must, within the time limit specified in clause 11 but subject to clause 9, give notice in writing to the **distributed generator** stating whether the **final application** is approved or declined.

(2) A **distributor** must approve a **final application**, subject to any conditions specified by the **distributor** that are reasonably required, if—

- the application has been properly made in accordance with the **Act** and Part 6 of this Code; and
- the information provided in the application ~~would reasonably demonstrate support an assessment by the distributor~~ that
 - ~~the applicant will comply at all times with the requirements of the Health and Safety at Work Act 2015; and~~
 - ~~the distributed generator will ensure that the distributed generation complies at all times with the Act, and this Code; or and~~
 - ~~the distributed generation meets the distributor's connection and operation standards.~~

(3) A **distributor** may only decline a completed application if it reasonably considers that the matters in subclause (2) are not met.

(43) A notice stating that a **final application** is approved must be accompanied by the following information:

- a detailed description of any conditions (or other measures) that are conditions of the approval under subclause (2), and what the **distributed generator** must do to comply with them;
- detailed reasons for those conditions (or other measures);
- a detailed description of any charges payable by the **distributed generator** to the **distributor** or by the **distributor** to the **distributed generator**, and an explanation of how the charges have been, or will be, calculated;
- the default process for resolving disputes under Schedule 6.3, if the **distributed generator** disputes all or any of the conditions (or other measures) or charges payable.

(54) A notice stating that a **final application** is declined must be accompanied by the following information:

- detailed reasons as to why the **final application** was declined and what the **distributed generator** must do to obtain the **distributor's** approval if it makes a new **final application**;
- ~~if applicable, the criteria in the queueing and management policy for distributors that supported the decision the application is one to which clause 9(2) applies, the criteria used in making a decision under clauses 9(2)(a) and 9(2)(b);~~
- the default process for resolving disputes between **participants** under Schedule 6.3.;
- ~~that if the **distributed generator** is not a **participant**, the **distributed generator** may report to the **Authority** under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the **distributor** has breached any requirement in Part 6 of this Code.~~

11 Time within which distributor must decide final applications

(1) A notice required by clause 10(1) must be given by a **distributor** to a **distributed generator** no later than 45 **business days** after the date of receipt of the **final application**, subject to clause 9(2)(b)(i).

(2) If the **distributor** is considering more than one application simultaneously under clause 9, the timeframe under subclause (1) will commence on the date of receipt of the latest in time of those applications.

(23) The **distributor** may, where zone substation work and/or input from **Transpower** is required to connect a **distributed generator**, seek up to ~~two~~2 extensions of the time specified in subclause (1).

(34) If the **distributor** requires **grid** studies to decide the **final application**, and the **distributor** has sought two extensions of time under subclause (2), the **distributor** may seek up to ~~two~~2 additional extensions of the time specified in subclause (1).

(45) If a **distributor** seeks an extension of time under subclauses (2) and (3) it must provide the **distributed generator** with a notice in writing specifying the reasons why the extension of time is sought.

(56) A **distributed generator** that receives a notice seeking an extension of time under subclauses (2) and (3) –

- may grant an extension which must not exceed 40 **business days**; and
- must not unreasonably withhold consent to an extension.

(67) The **distributor** may use the dispute resolution process set out in Schedule 6.3 if it considers the **distributed generator** has unreasonably withheld consent to an extension under subclause (5)(b).

(7) Subclause (8) applies if the **distributor** requests or requires further information from the **distributed generator** that was missing from the **final application** that the **distributor** reasonably needs in order to progress the **final application**.

(8) The total time frame will pause on the making of the request or requirement and will resume on the **business day** after the **distributor** receives the information.

(9) If the **distributor** does not give notice in accordance with subclause (1) before the expiry of the time frames in this clause, including any extensions of time, the **distributed generator** may refer the failure to comply with subclause (1) to the disputes process set out in Schedule 6.3 must treat the **final application** as approved, subject to clause 9(2)(b)(i).

(10) If subclause (9) applies, the **applicant** may choose to defer the **distributor**'s decision on its **final application** until a later date of its choosing.

12 **Distributed generator must give notice of intention to negotiate**

(1) If a **distributor** approves a **final application**, the **distributed generator** must give written notice to the **distributor** confirming whether or not the **distributed generator** intends to proceed to negotiate a connection contract under clause 13(1) and, if so, confirming –

- the details of the **distributed generation**; and
- that the **distributed generator** accepts all of the conditions (or other measures) that have been specified by the **distributor** under clause 10.

(2) The **distributed generator** must give the notice under subclause (1) no later than 30 **business days** after the day on which the **distributor** gives notice of final approval under clause 10, or such later date as is agreed by the **distributor** and the **distributed generator**.

(3) If the **distributed generator** is a **participant** and does not accept one or more of the conditions specified by the **distributor** under clause 10(2) (if any), but intends to

proceed to negotiate a connection contract under clause 13(1), the **distributed generator** must—

- (a) give notice of the dispute in accordance with clause 2 of Schedule 6.3 within 30 **business days** after the day on which the **distributor** gives notice of final approval under clause 10; and
- (b) give a notice under subclause (1) within 30 **business days** after the dispute is resolved.

(4) The **distributor's** duties under Part 6 of this Code arising from the application no longer apply if the **distributed generator** fails to give notice to the **distributor** of an intention to proceed to negotiate a connection contract under clause 13(1) within the time limits specified in this clause.

(5) Subclause (4) does not prevent the **distributed generator** from making a new application under Part 6 of this Code.

Post-approval process

13 30 business days to negotiate connection contract if distributed generator gives notice of intention to negotiate

- (1) If a **distributed generator** whose **final application** is approved gives notice of its intention to negotiate a connection contract to a **distributor** under clause 12(1), the **distributor** and the **distributed generator** have 30 **business days**, starting on the date on which the **distributor** receives the notice, during which they must, in good faith, attempt to negotiate a connection contract.
- (2) The **distributor** and the **distributed generator** may, by agreement, extend the time specified in subclause (1) for negotiating a connection contract.

14 Testing and inspection

- (1) A **distributed generator** whose **final application** is approved by a **distributor** must test and inspect the **distributed generation** to which the **final application** relates within a reasonable time frame specified by the **distributor**.
- (1A) The **distributor** may waive the requirement that the **distributed generator** test and inspect if the **distributor** is satisfied that the **distributed generation** complies with the **distributor's connection and operation standards**.
- (2) The **distributed generator** must give adequate notice of the testing and inspection to the **distributor**.
- (3) The **distributor** may send qualified personnel to the site to observe the testing and inspection.
- (4) The **distributed generator** must give the **distributor** a written test report when testing and inspection is complete, including suitable evidence that the **distributed generation** complies with the **distributor's connection and operation standards**.
- (5) The **distributed generator** must pay any fee specified by the **distributor** in accordance with clause 6.3(2)(e) for observing the testing and inspection.

15 Connection of distributed generation if connection contract negotiated

- (1) This clause applies if a **distributor** and a **distributed generator** whose **final application** is approved enter into a connection contract before the period for negotiating a connection contract under **Process 2** expires.
- (2) If the application is to connect **distributed generation** under clause 2(1)(a) of Schedule 6.1, the **distributor** must allow the **distributed generator** to connect the **distributed generation** in accordance with the contract as soon as practicable.
- (3) If the application is to continue an existing connection of **distributed generation** under clause 2(1)(b) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply—
 - (a) as soon as practicable, if the previous connection contract has expired; or
 - (b) no later than the expiry of the previous connection contract, if the contract is in force.
- (4) If the application is to continue an existing connection for which there is no connection contract under clause 2(1)(c) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply as soon as practicable.
- (5) If the application is to change the **maximum export power, nameplate capacity, inverter model, electricity** producing components within the connected **distributed generation**, or fuel type of connected **distributed generation** under clause 2(1)(d) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply as soon as practicable.

16 Connection of distributed generation on regulated terms if connection contract not negotiated

- (1) This clause applies if a **distributor** and a **distributed generator** whose **final application** is approved do not enter into a connection contract before the period for negotiating a connection contract under **Process 2** expires **or, prior to expiry, a distributor gives notice to a distributed generator that it will not enter into a connection contract**.
- (2) If the application is to connect **distributed generation** under clause 2(1)(a) of Schedule 6.1, the **distributor** must allow the **distributed generator** to connect the **distributed generation** on the **regulated terms** as soon as practicable after the later of the following:
 - (a) the expiry of the period for negotiating a connection contract under **Process 2**;
 - (b) the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.
- (3) If the application is to continue an existing connection of **distributed generation** under clause 2(1)(b) of Schedule 6.1, the **regulated terms** apply to the **distributed generator**'s existing connection from the later of the following:
 - (a) the expiry of the period for negotiating a connection contract under **Process 2**;
 - (b) the expiry of the existing connection contract;
 - (c) the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(4)(c) of Schedule 6.1, the **regulated terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 2**;
- the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.

(5) If the application is to change the **maximum export power, nameplate capacity, inverter model, electricity** producing components within the connected **distributed generation**, or fuel type of connected **distributed generation** under clause 2(4)(d) of Schedule 6.1, the **regulated terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 2**;
- the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.

17 Approved final applications must connect to retain approval

- A **distributor** may lapse final approval of a **final application** if the **distributed generator** fails to connect to the **distributor's network** within the later of—
 - 2 years from the date of final approval; or
 - the date by which the **distributed generator** has agreed with the **distributor** to connect to the **distributor's network** through fault of the **distributed generator**.
- A **distributed generator** may refer the **distributor's** decision to lapse final approval under subclause (1) to the disputes process in Schedule 6.3.
- If a **distributor** decides to lapse final approval under subclause (1) the **distributed generator** must submit an **initial application** under clause 2 if it wishes to connect **distributed generation** to the **distributor's network**.

Appendix 3

Process 3: Applications for ~~connect~~ distributed generation with maximum export power of 300 kW or more in total

1 Contents of this Appendix

- (1) This Appendix sets out **Process 3** and applies to applications for ~~to connect distributed generation with maximum export power~~ of 300 kW or more in total to a **distribution network**.
- (2) **Process 3** provides for a three-stage application process.

Initial application process

2 Distributed generator must make initial application, give information, and pay initial application fee

- (1) A **distributed generator** must make an **initial application** to a **distributor** by—
 - (a) using the application form provided by the **distributor** that is **published** under clause 6.3(2)(a); and
 - (b) providing any information in respect of the **distributed generation** to which the application relates that is—
 - (i) referred to in subclause (3); and
 - (ii) specified by the **distributor** under clause 6.3(3) as being required to be provided with the application; and
 - (c) paying the **initial application** fee specified by the **distributor** in accordance with clause 6.3(2)(e).
- (2) The **initial application** fee is non-refundable and non-transferable unless the **distributor** agrees otherwise.
- (3) The information **required** by subclause (1)(b) includes the following:
 - (a) the full name and address of the **distributed generator** and the contact details of a person whom the **distributor** may contact regarding the **distributed generation**:
 - (b) whether the application is to—
 - (i) connect **distributed generation**; or
 - (ii) continue an existing connection of **distributed generation** that is connected in accordance with a connection contract if the connection contract—
 - (A) is in force and the **distributed generator** wishes to extend the term of the connection contract; or
 - (B) has expired; or
 - (iii) continue an existing connection of **distributed generation** that is connected without a connection contract; or
 - (iv) change the **maximum export power**, **nameplate capacity**, inverter model, **electricity** producing components within the connected **distributed generation**, or fuel type of connected **distributed generation**:
 - (c) evidence of the **maximum export power** that the **distributed generation** will have:

(d) if the application is to change the **maximum export power, nameplate capacity, inverter model, electricity producing components within the connected distributed generation, or fuel type of connected distributed generation**,—

- (i) the **maximum export power** that the **distributed generation** will have after the change; and
- (ii) the aggregate **maximum export power** that all **distributed generation** that is connected at the **point of connection** at which the **distributed generation** is connected will have after the change; and
- (iii) the model number of the new inverter; and
- (iv) the technical specifications for the new electricity producing components; and
- (v) the fuel type that the **distributed generation** will have after the change;

(e) details of the fuel type of the **distributed generation** (for example, solar, wind, or liquid fuel);

(f) a brief description of the physical location at the address at which the **distributed generation** is or will be connected;

(g) if the application is to connect **distributed generation**, when the **distributed generator** expects the **distributed generation** to be connected;

(h) technical specifications of the **distributed generation and associated equipment**, including the following:

- (i) technical specifications of equipment that allows the **distributed generation** to be **electrically disconnected** from the **distribution network** on loss of mains voltage;
- (ii) manufacturer's rating of equipment;
- (iii) number of phases;
- (iv) proposed or current **point of connection** to the **distribution network** (for example, the **ICP identifier** and street address);
- (v) details of either or both of any inverter and battery storage;
- (vi) details of any **load** at the proposed or current **point of connection**;
- (vii) details of the voltage (for example, 400 V or 11 kV) when **electrically connected**;

(i) information showing how the **distributed generation** complies with the **distributor's connection and operation standards**;

(j) the maximum **active power** injected (in **MW**);

(k) the **reactive power** requirements (in **MVAr**s) (if any);

(l) resistance and reactance details of the **distributed generation**;

(m) fault level contribution (in **kA**);

(n) method of voltage control;

(o) single line diagram of proposed connection;

(p) means of **synchronising with, electrically connecting to, and electrically disconnecting from, the distribution network**, including the type and ratings of the proposed **circuit breaker**;

(q) details of compliance with frequency and voltage support requirements as specified in this Code (if applicable);

- (r) proposed periods and amounts of electricity injections into, and offtakes from, the distribution network (if known);
- (s) any other information that is required by the system operator;
- (t) any additional information or documents that are reasonably required by the distributor.

(4) The distributed generator must provide the distributor with the information required by clause 7(1)(o) of Schedule 11.1.

(5) The distributor must, within five business days of receiving an initial application, give written notice to the applicant advising whether or not the application is complete and, if not, what information is needed to complete the application.

3 Distributor must give information to distributed generator

A distributor must give a distributed generator that makes an initial application the following within 30 business days of receiving the completed initial application:

- (a) information about the capacity of the distribution network, including both the design capacity (including fault levels) and actual operating levels;
- (b) information about the extent to which connection and operation of the distributed generation may result in a breach of the relevant standards for safety, voltage, power quality, and reliability of electricity conveyed to points of connection on the distribution network;
- (c) information about any measures or conditions (including modifications to the design and operation of the distribution network, the grid, or to the operation of the distributed generation) that may be necessary to address the matters referred to in paragraphs (a) and (b);
- (d) the approximate costs of any distribution network related measures or conditions identified under paragraph (c) and an estimate of time constraints or restrictions that may delay connecting the distributed generation;
- (e) information about any further detailed investigative studies, including estimated cost and time to complete those studies, that the distributor reasonably considers are necessary to identify any potential adverse effects the distributed generation may have on the system, together with an indication of—
 - (i) whether the distributor agrees to the distributed generator, or a suitably qualified agent of the distributed generator, undertaking those studies and, if not, the reasons for the distributor's decision; or
 - (ii) if not the distributor does not agree to the matters in subparagraph (i), whether the distributor could undertake those studies and, if so, the reasonable estimated cost of the studies that the distributed generator would be charged;
- (f) information about any obligations to other parties that may be imposed on the distributor and that could affect the distributed generation (for example, obligations to Transpower, in respect of other networks, or under this Code);
- (g) any additional information or documents that the distributor considers would assist the distributed generator's application;

(h) information about the extent to which planned and unplanned outages may adversely affect the operation of the distributed generation.

4 Other matters to assist with decision making

- (1) A **distributor** must provide, if requested by a **distributed generator** making an **initial application**, further information that is reasonably necessary to enable the **distributed generator** to consider and act on the information given by the **distributor** under clause 3.
- (2) The information that the **distributor** must provide under subclause (1) may include single line diagrams, equipment ratings, normal switch configurations (including fault levels), and protection system details relevant to the current or proposed **point of connection** of the **distributed generation** to the **distribution network**.
- (3) The **distributor** must provide the further information under this clause within 10 **business days** of the request being received.

5 Distributor and distributed generator must make reasonable endeavours regarding new information

If a **distributor** or a **distributed generator** has given information under this Appendix and subsequently becomes aware of new information that is relevant to the application, the party that becomes aware of the new information must use reasonable endeavours to provide the other party with the new information.

6 Distributor's decision on initial application

- (1) A **distributor** must, within 40 **business days** of receiving the completed **initial application**, give notice in writing to the **distributed generator** stating whether the **initial application** is approved or declined.
- (2) A **distributor** must approve an **initial application**, subject to any conditions specified by the **distributor** that are reasonably required, if
 - (a) the **initial application** has been properly made in accordance with **the Act** and Part 6 of this Code; and
 - (b) the information provided in the application would reasonably support an assessment by the **distributor**; and
 - (c) if applicable, the criteria in the **queueing and management policy for distributors** for approving the application are satisfied.
- (3) A **distributor** may only decline a completed application if it reasonably considers that the matters in subclause (2) are not met.
- (34) A **distributor** may approve an **initial application** that does not comply with their **connection and operation standards**.
- (45) If a **distributor** that does not give notice in accordance with subclause (1) is deemed to have approved the **initial application**, the **distributed generator** may refer the failure to comply with subclause (1) to the disputes process set out in Schedule 6.3.
- (56) A notice stating that an **initial application** is approved must be accompanied by the following information:
 - (a) the **priority position** of the **initial application** in the **distributor's network connections pipeline** at the time the **distributor** approved the **initial application**, and

(b) estimated charges payable by the distributed generator to the distributor to assess an interim application and final application.

(67) A notice stating that an initial application is declined must be accompanied by detailed reasons as to why the initial application was declined and what the distributed generator must do to resubmit an initial application and, if applicable, include the criteria in the queueing and management policy for distributors that supported the decision.

(78) A distributed generator may only resubmit an initial application once and must do so within 30 business days after they received receiving a notice under subclause (67), otherwise a new application is required.

(89) The distributor must not charge a distributed generator for initial applications that are resubmitted in accordance with subclauses (8)(5) and (6), where—

- there is no increase in either nameplate capacity or maximum export power of the distributed generation; and
- there is no change to the physical location of the point of connection of the proposed distributed generation; and
- there is no change to the applicant distributed generator making the application.

Interim application process

7 **Distributed generator must make interim application and give information**

(1) A distributed generator that makes an initial application to a distributor must make an interim application, no later than 12 months after receiving initial approval from the distributor, if the distributed generator wishes to proceed with the application, unless—

- the distributor and the distributed generator agree that an interim application is not required; and
- there are no persons to whom the distributor must give written notice under clause 8 at the time that the distributor and distributed generator agree that an interim application is not required; or
- the distributor agrees to accept an interim application later than 12 months after the date on which it approved the initial application.

(2) If an interim application is not required in accordance with subclause (1)—

- subclause (3) does not apply; and
- the distributed generator's initial application must be treated as an interim application for the purposes of clauses 8 to 11; and
- the distributed generator must still pay the interim application fee (if any) specified by the distributor in accordance with clause 6.3(2)(e).

(3) The distributed generator must make the interim application by—

- using the interim application form provided by the distributor that is published under clause 6.3(2)(a); and
- providing the results of any investigative studies that were identified by the distributor under clause 3(e)(i) and to be undertaken by the distributed generator or the distributed generator's agent; and

- (c) providing details of any changes the **distributed generator** has made from the **initial application**; and
- (d) paying the **interim application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

8 Notice to third parties

A **distributor** that receives an **interim application** must give written notice of the **interim application** to the following persons no later than 10 **business days** after receiving the **interim application**:

- (a) all persons that have made an **initial application**, **interim application** and **final application** relating to a part of the **distribution network** that the **distributor** considers would be affected by the approval of the **interim application**; and
- (b) all **distributed generators** that have **distributed generation** with **maximum export power** of 10 kW or more in total connected on the **regulated terms** to the part of the **distribution network** that the **distributor** considers would be affected by the approval of the **interim application**.

9 Distributor's decision on interim application

- (1) A **distributor** must, within the time limit specified in clause 10, give notice in writing to the **distributed generator** stating whether the **interim application** is approved or declined.
- (2) A **distributor** must approve an **interim application**, subject to any conditions specified by the **distributor** that are reasonably required, if—
 - (a) the **interim application** has been properly made in accordance with **the Act and Part 6 of this Code**; and
 - (b) the information provided in the application ~~would~~ reasonably demonstrate support an assessment by the **distributor** that—
 - (i) ~~the applicant will comply at all times with the requirements of the Health and Safety at Work Act 2015; and~~
 - (ii) **the distributed generator** will ensure that **the distributed generation** complies ~~at all times~~ with the **Act**, and this Code; and
 - (iii) **the distributed generation** meets the **distributor's connection and operation standards** (assuming that the **distributed generator** meets the conditions (if any) referred to in subclause (34)); and
 - (iv) the results of the studies provided indicate to the **distributor's approval** that **the distributed generation** can be connected without affecting other customers connected to the **distributor's network**; and
 - (iv) the **distributor** has not identified, as a result of the initial studies, additional studies required to support the connection.
- (3) A **distributor** may only decline a completed application if it reasonably considers that the matters in subclause (2) are not met.
- (4) A notice stating that an **interim application** is approved must be accompanied by the following information:

- (a) a detailed description of any conditions (or other measures) that are conditions of the approval under subclause (2), and what the **distributed generator** must do to comply with them;
- (b) detailed reasons for those conditions (or other measures);
- (c) a detailed description of any charges that would be payable by the **distributed generator** to the **distributor** or by the **distributor** to the **distributed generator**, and an explanation of how the charges have been, or will be, calculated;
- (d) the default process for resolving disputes under Schedule 6.3, if the **distributed generator** disputes all or any of the conditions (or other measures) or charges payable;
- (e) the **priority position** of the **interim application** in the **distributor's network connections pipeline** at the time the **distributor** approved the **interim application**;
- (f) estimated charges payable by the **distributed generator** to the **distributor** to assess a **final application**.

(54) A notice stating that an **interim application** is declined must be accompanied by the following information:

- (a) detailed reasons as to why the application has been declined and what the **distributed generator** must do to obtain the **distributor's** approval if it resubmits its **interim application** under subclause (56);
- (b) if applicable, include the criteria in the **queueing and management policy for distributors** that supported the decision;
- (c) the default process for resolving disputes between **participants** under Schedule 6.3;
- (d) that if the **distributed generator** is not a **participant**, the **distributed generator** may report to the **Authority** under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the **distributor** has breached any requirement in Part 6 of this Code.

(65) A **distributed generator** may only resubmit an **interim application** once and must do so within 60 **business days** after receiving a notice under subclause (45), otherwise the **distributed generator** must submit a new **interim application** to the **distributor**.

(76) The **distributor** must not charge a **distributed generator** for **interim applications** that are resubmitted in accordance with subclause (56), where—

- (a) there is no increase in either **nameplate capacity** or **maximum export power of the distributed generation**; and
- (b) there is no change to the **physical location of the point of connection** of the **proposed distributed generation**; and
- (c) there is no change to the **applicant** making the application.

10 Time within which distributor must decide interim applications

(1) A notice required by clause 9(1) must be given by a **distributor** to a **distributed generator** no later than—

- (a) 45 **business days** after the date of receipt of the **interim application**, in the case of **distributed generation** with **maximum export power** of less than 1 **MW**; or

- (b) 60 business days after the date of receipt of the **interim application**, in the case of **distributed generation** with maximum export power of 1 MW or more but less than 5 MW; or
- (c) 80 business days after the date of receipt of the **interim application**, in the case of **distributed generation** with **maximum export power** of 5 MW or more.
- (2) The **distributor** may seek up to ~~two~~ extensions of the time specified in subclause (1) for approval of an **interim application** less than 1.5MW, but only where zone substation works or input from **Transpower** is required, and may seek a further ~~two~~ extensions to decide an **interim application** of 1.5MW or greater where zone substation works or input from **Transpower** is required.
- (3) If the **distributor** requires **grid** studies to decide the **interim application**, and the **distributor** has sought two extensions of time under subclause (2), the **distributor** may seek up to ~~two~~ additional extensions of time after subclause (2).
- (4) If a **distributor** seeks an extension of time under subclause (2) and (3) it must provide the **distributed generator** with a notice in writing specifying the reasons why the extension of time is sought.
- (5) A **distributed generator** that receives a notice seeking an extension of time under subclause (2) and (3)
 - (a) may grant an extension which must not exceed 40 business days; and
 - (b) must not unreasonably withhold consent to an extension.
- (6) The **distributor** may use the dispute resolution process set out in Schedule 6.3 if it considers the **distributed generator** has unreasonably withheld consent to an extension under subclause (45)(b).
- (67) Subclause (78) applies if the **distributor** requests or requires further information from the **distributed generator** that was missing from the **interim application**, during the period set out in subclause (1).
- (78) The total time frame will pause on the ~~making of the~~ date the **distributor** makes the request or requirement and will resume on the **business day** after the **distributor** receives the information.
- (89) If the **distributor** does not give notice in accordance with subclause (1) before the expiry of the time frames in this clause, including any extensions of time, the **distributed generator** may refer the failure to meet the time frame to the disputes process set out in Schedule 6.3 **distributor** must treat the **interim application** as approved.
- (910) If subclause (89) applies, the **distributed generator** may choose to defer the **distributor's** decision on its **interim application** until a later date of its choosing.

11 Distributed generator must give notice of a dispute

- (1) If the **distributed generator** is a **participant** and does not accept one or more of the conditions specified by the **distributor** under clause 9(32) (if any), the **distributed generator** may give notice of the dispute in accordance with clause 2 of Schedule 6.3 within 30 **business days** after the day on which the **distributor** gives notice of approval under clause 9(1).
- (2) If the **distributed generator** fails to notify the **distributor** of a dispute under subclause (1) within 30 **business days** after the date on which the **distributed generator** receives

the conditions specified by the **distributor** under clause 9(32), the **distributed generator** is deemed to have accepted the conditions specified by the **distributor**.

(3) Subclause (2) does not prevent the **distributed generator** from declining the conditions specified by the **distributor** under clause 9(32) and making a new application under Part 6 of this Code.

Final application process

12 Distributed generator must make final application

(1) A **distributed generator** that makes an **interim application** to a **distributor** must make a **final application** to the **distributor** no later than 90 **business days** after receiving a notice from the **distributor** under clause 9(2) approving the **interim application**, or 90 **business days** after the date on which a dispute was settled under Schedule 6.3, if the **distributed generator** wishes to proceed with the application, unless—

- (a) the **distributor** and the **distributed generator** agree that a **final application** is not required; and
- (b) there are no persons to whom the **distributor** must give written notice under clause 13 at the time that the **distributor** and **distributed generator** agree that a **final application** is not required; or
- (c) the **distributor** agrees to accept a **final application** more than 90 **business days** after **interim approval** or the date that a dispute was settled under Schedule 6.3.

(2) If a **final application** is not required in accordance with subclause (1)—

- (a) subclause (3) does not apply; and
- (b) the **distributed generator's interim application** must be treated as a **final application** for the purposes of clauses 13 to 23; and
- (c) the **distributed generator** must still pay the **final application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

(3) The **distributed generator** must make the **final application** by—

- (a) using the **final application** form provided by the **distributor** that is **published** under clause 6.3(2)(a); and
- (b) accepting the conditions stipulated by the **distributor** under clause 9(3) (if any) and **setting out** how the **final application** responds to these conditions; and
- (c) **including evidence of a project investment decision and Overseas Investment Office approval, if available; and**
- (d) **paying the final application fee (if any) specified by the distributor in accordance with clause 6.3(2)(e).**

(4) If the **distributor** considers the **final application** does not adequately respond to the conditions the **distributor** must—

- (a) notify the **distributed generator** of the inadequacies; and
- (b) allow the **distributed generator** 10 **business days** to correct the inadequacies in the **final application**; and
- (c) if the **distributed generator** has not been able to correct the inadequacies in the **final application**, the **distributor** may treat the **final application** as an **interim application** under clause 9.

(5) If subclause (4) applies, the **distributor** must not charge the **distributed generator** another **interim application** fee.

13 Notice to third parties

A **distributor** that receives a **final application** must give written notice of the **final application** to the following persons no later than 10 **business days** after receiving the **final application**:

- (a) all persons that have made an **initial application**, **interim application** and **final application** relating to a part of the **distribution network** that the **distributor** considers would be affected by the approval of the **final application**; and
- (b) all **distributed generators** that have **distributed generation** with a **maximum export power** of 10 kW or more in total connected on the **regulated terms** to the part of the **distribution network** that the **distributor** considers would be affected by the approval of the **final application**.

14 Priority of final applications

A **distributor** must prioritise and manage **final applications** in accordance with the **queueing and management policy for distributors, if made**.

Subclause (2) applies if—

- (a) a **distributor** receives a **final application** (the first application);
- (b) a **second final application** (the second application) and any other **final applications** (further applications) within 20 **business days** of receiving the first application; and
- (c) the first application, the second application or any of the further applications (the **grouped applications**) relate to the same part of the **distribution network** and the **distributor** considers that any of those applications would be affected by the approval of any of the other the applications.

(2) If this subclause applies—

- (a) the **distributor** must consider the **grouped applications** simultaneously; and
- (b) if the **distributor** does not have sufficient **network** capacity to approve all of the **grouped applications**
 - (i) the **distributor** and **applicants** must use their best endeavours to amend the applications so that the **distributor** may consider the applications as complementary; and
 - (ii) consider which applications to progress to a decision under clause 10 in whole or part or taking into account the requirements of its **queueing and management policy**, the purpose of Part 6 of this Code and which applications to put on hold in whole or part while it considers the applications it has decided to progress; and
 - (iii) advise each applicant of its decision under sub-paragraph (i) as soon as possible and within the time frames specified in clause 11; and
 - (iv) process the applications in accordance with that decision; or
- (c) if the **distributor** has sufficient **network** capacity to approve all of the applications the **distributor** must consider the **final applications** taking into account which application or applications would likely involve the optimal use of the **distribution network** while achieving the most long term benefit for consumers.

(3) If a **distributor** makes a decision under subclause (2)(b)—

- (a) the **distributor** must make its decision under clause 10 independently of its decision under subclause 2(b); and
- (b) the decision under subclause 2(b) is without prejudice to any decision under clause 10, does not affect or pre-empt any decision under clause 10, or require any particular decision under clause 10.

(4) For the avoidance of doubt, if the **distributor** receives a **final application** (later application) more than 20 **business days** after the first application—

- (a) the distributor must continue to consider the **grouped applications** in accordance with subclause (2); and
- (b) **distributor** must not include the later application with the **grouped applications** for consideration under subclause (2); and
- (c) the **distributor** must not make a final decision on the later application until after it has made a final decision on each of the **grouped applications**.

(5) Subclause (3) does not limit clause 16.

15 Distributor's decision on final application

(1) A **distributor** must, within the time limit specified in clause 16, give notice in writing to the **distributed generator** stating whether the **final application** is approved or declined.

(2) A **distributor** must approve a **final application**, subject to any conditions specified by the **distributor** that are reasonably required, if—

- (a) the **final application** has been properly made in accordance with **the Act** and Part 6 of this Code; and
- (b) the information provided in the application **would** reasonably **demonstrate support** **an assessment by the distributor** that—
 - (i) **the applicant will comply at all times with the requirements of the Health and Safety at Work Act 2015**; and
 - (ii) **the distributed generator will ensure that the distributed generation complies at all times with the Act, and this Code**; and
 - (iii) **the distributed generation meets the distributor's connection and operation standards** (assuming that the **distributed generator** meets the conditions (if any) referred to in subclause (3)).

(3) **A distributor may only decline a final application if it reasonably considers that**—

(4) A notice stating that a **final application** is approved must be accompanied by the following information:

- (a) a detailed description of any conditions (or other measures) that are conditions of the approval under subclause (2), and what the **distributed generator** must do to comply with them;
- (b) detailed reasons for those conditions (or other measures);
- (c) a detailed description of any charges payable by the **distributed generator** to the **distributor** or by the **distributor** to the **distributed generator**, and an explanation of how the charges have been, or will be, calculated;
- (d) the default process for resolving disputes under Schedule 6.3, if the **distributed generator** disputes all or any of the conditions (or other measures) or charges payable;

(e) the **priority position** of the **final application** in the **distributor's network connections pipeline** at the time the **distributor** approved the **final application**:

(54) A notice stating that an application is declined must be accompanied by the following information:

- detailed reasons as to why the application has been declined and what the **distributed generator** must do to obtain the **distributor's** approval if it resubmits its **final application**:
- if applicable, include the criteria in the **queueing and management policy for distributors** that supported the decision if the **final application** is one to which clause 14(2) applies, the criteria used in making a decision under clauses 14(2)(a) and 14(2)(b):
- the default process for resolving disputes between **participants** under Schedule 6.3:
- that if the **distributed generator** is not a **participant**, the **distributed generator** may report to the **Authority** under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the **distributor** has breached any requirement in Part 6 of this Code.

(65) A **distributed generator** may only resubmit a **final application** once and must do so within 30 **business days** of receiving a notice under subclause (45), otherwise the **distributed generator** must submit a new **final application**.

(76) The **distributor** must not charge a **distributed generator** for **final applications** that are resubmitted in accordance with under subclause (56), where—

- there is no increase in either **nameplate capacity** or **maximum export power** of **the distributed generation**; and
- there is no change to the physical location of the **point of connection of the proposed distributed generation**; and
- there is no change to the **applicant** making the application.

16 Time within which distributor must decide final applications

(1) A notice required by clause 15(1) must be given by a **distributor** to a **distributed generator** no later than—

- 20 **business days** after the date of receipt of the **final application**, in the case of **distributed generation** with **maximum export power** of less than 1 **MW**; or
- 30 **business days** after the date of receipt of the **final application**, in the case of **distributed generation** with **maximum export power** of 1 **MW** or more but less than 5 **MW**; or
- 40 **business days** after the date of receipt of the **final application**, in the case of **distributed generation** with **maximum export power** of 5 **MW** or more.

(2) The **distributor** may seek one extension of the time specified in subclause (1) for approval of a **final application** less than 1.5MW, but only where zone substation works or **Transpower**'s input is required, and may seek a further ~~two~~2 extensions of the time specified in subclause (1) to decide a **final application** of 1.5MW or greater where zone substation works or input from **Transpower** is required.

- (3) If a **distributor** seeks an extension of time under subclause (2) it must provide the **distributed generator** with a notice in writing specifying the reasons why the extension of time is sought.
- (4) A **distributed generator** that receives a notice seeking an extension—
 - (a) may grant an extension which must not exceed 40 **business days**; and
 - (b) must not unreasonably withhold consent to an extension.
- (5) The **distributor** may use the dispute resolution process set out in Schedule 6.3 if it considers the **distributed generator** has unreasonably withheld consent to an extension under subclause (4)(b).
- (56) Subclause (76) applies if the **distributor** requests or requires further information from the **distributed generator** that was missing from the **final application**.
- (67) The total ~~timeframe~~ time frame will pause on the making of the request or requirement and will resume on the **business day** after the **distributor** receives the information.
- (78) If the **distributor** does not give notice in accordance with subclause (1) before the expiry of the ~~timeframe~~ time frames in this clause, including an extension of time, the **distributed generator** may refer the failure to comply with subclause (1) to the disputes process set out in Schedule 6.3. **distributor** must treat the **final application** as approved.
- (89) If subclause (8) applies, the **applicant** may choose to defer the **distributor**'s decision on its **final application** until a later date of its choosing.

17 Distributed generator must give notice of intention to negotiate

- (1) If a **distributor** approves a **final application**, the **distributed generator** must give written notice to the **distributor** confirming whether or not the **distributed generator** intends to proceed to negotiate a connection contract under clause 18(1) and, if so, confirming—
 - (a) the details of the **distributed generation**; and
 - (b) that the **distributed generator** accepts all of the conditions (or other measures) that have been specified by the **distributor** under clause 15(2).
- (2) The **distributed generator** must give the notice under subclause (1) no later than 30 **business days** after the day on which the **distributor** gives notice of final approval under clause 15(1), or such later date as is agreed by the **distributor** and the **distributed generator**.
- (3) If the **distributed generator** is a **participant** and does not accept one or more of the conditions specified by the **distributor** under clause 15(2) (if any), but intends to proceed to negotiate a connection contract under clause 18(1), the **distributed generator** must—
 - (a) give notice of the dispute in accordance with clause 2 of Schedule 6.3 within 30 **business days** after the day on which the **distributor** gives notice of final approval under clause 15(1); and
 - (b) give a notice under subclause (1) within 30 **business days** after the dispute is resolved.
- (4) The **distributor**'s duties under Part 6 of this Code arising from the application no longer apply if the **distributed generator** fails to give notice to the **distributor** of an intention to proceed to negotiate a connection contract under clause 18(1) within the time limits specified in this clause.

(5) Subclause (4) does not prevent the **distributed generator** from making a new application under Part 6 of this Code.

Post-approval process

18 30 business days to negotiate connection contract if distributed generator gives notice of intention to negotiate

(1) If a **distributed generator** whose **final application** is approved gives notice to a **distributor** under clause 17(1), the **distributor** and the **distributed generator** have 30 **business days**, starting on the date on which the **distributor** receives the notice, during which they must, in good faith, attempt to negotiate a connection contract.

(2) The **distributor** and the **distributed generator** may, by agreement, extend the time specified in subclause (1) for negotiating a connection contract.

19 Connection of distributed generation if connection contract negotiated

(1) This clause applies if a **distributor** and a **distributed generator** whose **final application** is approved enter into a connection contract before the period for negotiating a connection contract under this Part of this Schedule expires.

(2) If the application is to connect **distributed generation** under clause 2(4)(a) of Schedule 6.1, the **distributor** must allow the **distributed generator** to connect the **distributed generation** in accordance with the contract as soon as practicable.

(3) If the application is to continue an existing connection of **distributed generation** under clause 2(4)(b) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply—

- as soon as practicable, if the previous connection contract has expired; or
- no later than the expiry of the previous connection contract, if the contract is in force.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(4)(c) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply as soon as practicable.

(5) If the application is to change the **maximum export power, nameplate capacity, inverter model, electricity** producing components within the connected **distributed generation**, or fuel type of connected **distributed generation** under clause 2(4)(d) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **distributed generator**'s existing connection continues apply as soon as practicable.

20 Connection of distributed generation on regulated terms if connection contract not negotiated

(1) This clause applies if a **distributor** and a **distributed generator** whose **final application** is approved do not enter into a connection contract before the period for negotiating a connection contract under this Part of this Schedule expires **or, prior to expiry, a distributed generator gives notice to a distributor that it will not enter into a connection contract.**

(2) If the application is to connect **distributed generation** under clause 2(4)(a) of Schedule 6.1, the **distributor** must allow the **distributed generator** to connect the **distributed generation** on the **regulated terms** as soon as practicable after the later of the following:

- the expiry of the period for negotiating a connection contract under this Part of this Schedule;
- the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 15 as conditions of the connection.

(3) If the application is to continue an existing connection of **distributed generation** under clause 2(4)(b) of Schedule 6.1, the **regulated terms** apply to the **distributed generator's** existing connection from the later of the following:

- the expiry of the period for negotiating a connection contract under this Part of this Schedule;
- the expiry of the existing connection contract;
- the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 15 as conditions of the connection.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(4)(c) of Schedule 6.1, the **regulated terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under this Part of this Schedule;
- the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 15 as conditions of the connection.

(5) If the application is to change the **maximum export power, nameplate capacity, inverter model, electricity** producing components within the connected **distributed generation**, or fuel type of connected **distributed generation** under clause 2(4)(d) of Schedule 6.1, the **regulated terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under this Part of this Schedule;
- the date on which the **distributed generator** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 15 as conditions of the connection.

21 Approved applications must meet milestones to retain priority position in distributor's network connections pipeline

(1) A **distributor** must queue and manage approved **final applications** in accordance with the its **queueing and management policy for distributors** including setting delivery milestones that the **distributed generator** must meet to maintain its **priority position in the distributor's network connections pipeline**.

(2) A **distributor** and a **participant** must act reasonably when negotiating milestones.

(2-3) These milestones may relate to:

- securing environmental approvals;
- obtaining property rights and easements;
- obtaining Overseas Investment Office approval if required;
- confirming final grid connection requirements;

- (e) signing delivery services agreement:
- (f) signing construction contract:
- (g) completing works construction:
- (h) other issues that are reasonably required by for the distributor's queueing and management policy for distributors.

(3) The distributor must apply ~~stated tolerances in their queueing and management policy for distributors with regards to milestones~~, recognising that there could be delays that lead to milestones not being achieved on time.

22 Approved final applications must meet milestones to retain approval

- (1) A distributor may remove a final application that has not met ~~its the requirements in the queueing and management policy for distributors with regard to milestones referred to in clause 21 by applying the framework set out in the queueing and management policy for distributors.~~
- (2) A distributor may lapse final approval of a final application if the distributed generator—
 - (a) consistently misses its milestones; or
 - (b) fails to renegotiate its missed milestones; or
 - (c) fails to connect to the distributor's network within the later of—
 - (i) 2 years from the date of final approval; or
 - (ii) by the date agreed with the distributor, through fault of the distributed generator.
- (3) The distributed generator may—
 - (a) provide an initial application if it wishes to proceed; and
 - (b) dispute the lapsing of the final approval through the disputes process in Schedule 6.3.

2223 Treatment of approved applications at the same network location

- (1) A distributed generator may miss milestones and retain its place in a distributor's network connections pipeline if no other final application is received in respect of that part of the distributor's network.
- (2) If a distributed generator misses a milestone and another final application is approved for that part of the network, the distributor must inform the distributed generator within five business days and work with the distributed generator to set renegotiated milestones.
- (3) If a project fails to meet any renegotiated milestones after following the process in subclause (2) above, the distributor may prioritise another application ahead of this project. The distributor must consider the purpose of Part 6 of this Code when making this decision.

A distributor must adhere to the its queueing and management policy for distributors when making decisions on the priority positions of projects at the same network location in its network connections pipeline.

23 24 Testing and inspection

- (1) A distributed generator whose final application is approved by a distributor must test and inspect the distributed generation to which the final application relates within a reasonable time frame specified by the distributor.

- (2) The **distributor** may waive the requirement that the **distributed generator** test and inspect if the **distributor** is satisfied that the **distributed generation** complies with the **distributor's connection and operation standards**.
- (3) The **distributed generator** must give adequate notice of the testing and inspection to the **distributor**.
- (4) The **distributor** may send qualified personnel to the site to observe the testing and inspection.
- (5) The **distributed generator** must give the **distributor** ~~with~~ a written test report when testing and inspection is complete, including suitable evidence that the **distributed generation** complies with the **distributor's connection and operation standards**.
- (6) The **distributed generator** must pay any fee specified by the **distributor** in accordance with clause 6.3(2)(e) for observing the testing and inspection.

DRAFT

Appendix 4

Process 4: Applications for **load** above 69 kVA and below 300500 kVA in total

1 Contents of this Appendix

- (1) This Appendix sets out **Process 4** and applies to applications for to connect **load** above 69 kVA and below 300500 kVA in total to a **distribution network**.
- (2) **Process 4** provides for a two-stage application process.

Initial application process

2 Distributor must receive information to process an initial application

- (1) To process an **initial application** from an **applicant**, a **distributor** must receive—
 - (a) a completed **initial application** from the **applicant** using the form **published** by the **distributor** under clause 6.3(2)(a); and
 - (b) information in respect of the connection to which the application relates that is—
 - (i) referred to in subclause (2); and
 - (ii) specified by the **distributor** under clause 6.3(3) as being required to be provided with the **initial application**; and
 - (c) the **initial application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).
- (2) The information includes the following:
 - (a) the full name and address of the **applicant** and the contact details of a person whom the **distributor** may contact regarding the connection;
 - (b) whether the application is to—
 - (i) connect new **load**; or
 - (ii) continue an existing **load** connection that is connected in accordance with a connection contract if the connection contract—
 - (A) is in force and the **applicant** wishes to extend the term of the connection contract; or
 - (B) has expired; or
 - (iii) continue an existing **load** connection that is connected without a connection contract; or
 - (iv) change the capacity of an existing **load** connection;
 - (c) proposed or current point of connection to the **distribution network** (for example, the **ICP identifier** and street address);
 - (d) when the **applicant** would like the **load** connection or increased capacity to be available;
 - (e) details of the required voltage (for example, 400V or 11kV) for the **load** connection;
 - (f) information showing how the **load** installation complies with the **distributor's connection and operation standards**;
 - (g) evidence that the **applicant** has undertaken a capacity assessment that considers maximum demand and, if known, time of use demand from the **distribution network**;

- (h) any other information that is required by the **system operator**:
- (i) any additional information or **documents** that are reasonably required by the **distributor**.

(3) The **distributor** must, within ~~five~~ 5 **business days** of receiving an **initial application**, give written notice to the **applicant** advising whether or not the application is complete and, if not, what information is needed to complete the application.

3 Distributor must give information to applicant

- (1) A **distributor** must give an **applicant** that makes an **initial application** the following **information** within 30 **business days** of receiving the completed **initial application**:
 - (a) information about the **capacity** of the **distribution network**, including both the **design capacity** (including fault levels) and actual operating levels;
 - (b) information about the extent to which the connection and operation of the **load** connection may result in a breach of the relevant standards for safety, voltage, power quality, and reliability of **electricity** conveyed to **points of connection** on the **distribution network**;
 - (c) information about any measures or conditions (including modifications to the design and operation of the **distribution network** or **grid**) to the operation of the **load** connection that may be necessary to address the matters referred to in paragraphs (a) and (b);
 - (d) the approximate costs of any **distribution network** related measures or conditions identified under paragraph (c) and an estimate of time constraints or restrictions that may delay connecting to the **network**;
 - (e) information about any further detailed investigative studies that the **distributor** reasonably considers are necessary to identify any potential adverse effects the connection may have on the system, together with an indication of—
 - (i) whether the **distributor** agrees to the **applicant**, or a suitably qualified agent of the **applicant**, undertaking those studies and, if not, the reasons for the distributor's decision; or
 - (ii) if ~~not~~ the **distributor** does not agree to the matters in subparagraph (i), whether the **distributor** could undertake those studies and, if so, the reasonable estimated cost of the studies that the **applicant** would be charged;
 - (f) information about any obligations to other parties that may be imposed on the **distributor** and that could affect the connection;
 - (g) information about the extent to which planned and **unplanned outages** may adversely affect the operation of the **load** connection;
 - (h) any additional information or **documents** that the **distributor** considers would assist the **applicant**'s application;

4 Other matters to assist with decision making

- (1) A **distributor** must provide, if requested by an **applicant** making an **initial application**, further information that is reasonably necessary to enable the **applicant** to consider and act on the information given by the **distributor** under clause 3.

- (2) The information that the **distributor** must provide under subclause (1) may include single line diagrams, equipment ratings, normal switch configurations (including fault levels), and protection system details relevant to the current or proposed **point of connection** of the **load** connection.
- (3) The **distributor** must provide the further information under this clause within 10 **business days** of the request being received.
- (4) **Distributors** must treat all connection applications in a fair, consistent, and non-discriminatory manner, without giving preference to any **applicant** or class of **applicant**.

5 Distributor must make reasonable endeavours regarding new information

If a **distributor** receives information under **Process 4** from an **applicant** who is not a **participant**, and subsequently becomes aware of new information that is relevant to the application, the **distributor** must use reasonable endeavours to obtain the new information from the **applicant**.

6 Distributor's decision on initial application

- (1) A **distributor** must, within 40 **business days** of receiving the completed **initial application**, give notice in writing to the **applicant** stating whether the **initial application** is approved or declined.
- (2) A **distributor** ~~may~~must approve an **initial application**, subject to any conditions specified by the **distributor** that are reasonably required, if—
 - (a) the **initial application** has been properly made in accordance with ~~the Act and~~ Part 6 of this Code; and
 - (b) the information provided in the application would reasonably support an assessment by the **distributor**.
- (3) A **distributor** may approve an **initial application** that does not comply with their **connection and operation standards**.
- (4) If the **distributor** does not give notice in accordance with subclause (1) before the expiry of the ~~timeframe~~time frame in this clause, the **applicant** that is not a **participant** may notify the **distributor** of a complaint under clause 6.8A. **distributor** must treat the **initial application** as approved.
- (5) A notice stating that an **initial application** is approved must be accompanied by information about estimated charges payable by the **applicant** to the **distributor** to assess a **final application**.
- (6) A notice stating that an **initial application** is declined must be accompanied by detailed reasons as to why the **initial application** ~~was~~is declined and what the **applicant** must do to obtain the **distributor**'s approval if it makes another **initial application** and, if applicable, include the criteria in the **queueing and management policy for distributors** that supported the decision.

Final application process

7 Distributor must receive final application

- (1) To process a **final application**, a **distributor** must, ~~unless the distributor and the applicant agree that a final application is not required~~, receive—

- (a) receive a completed **final application** from an **applicant** using the form published by the **distributor** under clause 6.3(2)(a); and
- (b) receive the **final application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e); and
- (c) receive the results of any investigative studies that were identified by the **distributor** under clause 3(e)(i) and to be undertaken by the **applicant** or the **applicant's agent**; and
- (d) receive a **final application** within 12 months after the date on which it approved an **initial application**, unless
 - (i) the **distributor** and the **applicant** agree that a **final application** is not required; **or and**
 - (ii) there are no persons to whom the **distributor** must give written notice under clause 8 at the time that the **distributor** and **applicant** agree that a **final application** is not required; **or**
 - (iii) the **distributor** agrees to receive a final application later than 12 months after approving an **initial final application**.

(2) If a **final application** is not required, the **distributor** must

- (a) treat the **applicant's initial application** as a **final application** for the purposes of clauses 8 to 1514; and
- (b) receive, from the **applicant**, the **final application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

8 Notice to third parties

~~A distributor that receives a final application must, within 10 business days after receiving the final application, give written notice of the final application to all persons that have made an initial application, interim application and final application relating to a part of the distribution network that the distributor considers would be affected by the approval of the final application.~~

9.8 Priority of final applications

~~A distributor must prioritise and manage final applications in accordance with the queueing and management policy for distributors.~~

~~Subclause (2) applies if~~

- ~~(a) a distributor receives a final application (the first application);~~
- ~~(b) a second final application (the second application) and any other final applications (further applications) within 20 business days of receiving the first application; and~~
- ~~(c) the first application, the second application or any of the further applications (the grouped applications) relate to the same part of the distribution network and the distributor considers any of those applications would be affected by the approval of any of the other applications.~~

~~(2) If this subclause applies~~

- ~~(a) the distributor must consider the grouped applications simultaneously; and~~
- ~~(b) may if the distributor does not have sufficient network capacity to approve all of the grouped applications, the distributor must~~
 - ~~(i) consider which applications to progress to a decision under clause 10 in whole or in part taking into account which application or applications would likely~~

involve the optimal use of the **distribution network** while achieving the most long term benefit for consumers and which applications to put on hold in whole or part while it considers the applications it has decided to progress; and

(ii) advise each **applicant** of its decision under sub-paragraph (i) as soon as possible and within the timeframes specified in clause 11; and

(iii) process the applications in accordance with that decision; or

(e) if the **distributor** has sufficient **network** capacity to approve all the applications, the **distributor** must

(iii) advise each **applicant** of this as soon as possible and within the timeframes specified in clause 11; and

(iv) continue to progress each application.

(3) If a **distributor** makes a decision under subclause (2)(b)

(a) the **distributor** must make its decision under clause 10 independently of its decision under subclause 2(b); and

(b) the decision under subclause 2(b) is without prejudice to any decision under clause 10, does not affect or pre-empt any decision under clause 10, or require any particular decision under clause 10.

(4) For the avoidance of doubt, if the **distributor** receives a **final application** (later application) more than 20 **business days** after the first application

(a) the **distributor** must continue to consider the **grouped applications** in accordance with subclause (2); and

(b) **distributor** must not include the later application with the **grouped applications** for consideration under subclause (2); and

(c) the **distributor** must not make a final decision on the later application until after it has made a final decision on each of the **grouped applications**.

(5) Subclause (3) does not limit clause 11.

109 Distributor's decision on final application

(1) A **distributor** must, within the time limit specified in clause 11, give notice in writing to the **applicant** stating whether the **final application** is approved or declined.

(2) A **distributor** may approve a **final application**, subject to any conditions specified by the **distributor** that are reasonably required, if—

(a) the **final application** has been properly made in accordance with Part 6 of this Code; and

(b) the information provided in the application would reasonably support an assessment by the **distributor** that the connected load will comply with the **distributor's connection and operation standards**

(2) A **distributor** may make a notice approving a **final application** subject to conditions that the **applicant** must meet in order to address any significant risks to network stability, safety or operational viability that the connection would cause.

(3) A notice stating that a **final application** is approved must be accompanied by the following information:

(a) a detailed description of any conditions (or other measures) that are conditions of the approval under subclause (2), and what the **applicant** must do to comply with them:

- (b) detailed reasons for those conditions (or other measures):
- (c) a detailed description of any charges payable by the **applicant** to the **distributor** or by the **distributor** to the **applicant**, and an explanation of how the charges have been, or will be, calculated:
- (d) the default process for resolving disputes under Schedule 6.3, if the **applicant** is a **participant** and disputes all or any of the conditions (or other measures) or charges payable.

(4) A notice stating that a **final application** is declined must be accompanied by the following information:

- (a) detailed reasons as to why the **final application** has been declined and what the **applicant** must do to obtain the **distributor**'s approval if it makes a new **final application**:
- (b) if applicable, the criteria in the **queueing and management policy for distributors** that supported the decision ~~if the **final application** is one to which clause 9(2) applies, the criteria used in making a decision under clause 92(a) and clause 9(2)(b):~~
- (c) the default process for resolving disputes between **participants** under Schedule 6.3 that an **applicant** that is not a **participant** may notify the **distributor** of a complaint under clause 6.8A:
- (d) that if the **applicant** is not a **participant**, the **applicant** may report to the **Authority** under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the **distributor** has breached any requirement in Part 6 of this Code.

(5) The resubmission of a **final application** resets the **timeframe** for the **distributor**'s approval of the **final application**.

1110 Time within which distributor must decide final applications

- (1) A notice required by clause 109 must be given by a **distributor** to an **applicant** no later than 30 **business days** after the date the **distributor** receives the **final application**.
- (2) The **distributor** may seek up to ~~two~~2 extensions of the time specified in subclause (1) but only where zone substation works or **Transpower** input is required.
- (3) If the **distributor** requires **grid** studies to decide the **final application**, and the **distributor** has sought to extensions of time under subclause (2), the **distributor** may seek up to ~~two~~2 additional extensions of the time specified in subclause (1).
- (4) If a **distributor** seeks an extension of time under subclauses (2) and (3) it must provide the **applicant** with a notice in writing specifying the reasons why the extension of time is sought.
- (5) Each extension of time sought under subclauses (2) and (3) must not exceed 40 **business days**.
- (6) Subclause (7) applies if the **distributor** requests or requires further information from the **applicant** after receiving the **final application**.
- (7) The total **timeframe** will pause on the making of a request or requirement and will resume on the **business day** after the **distributor** receives the information.
- (8) If the **distributor** does not give notice in accordance with subclause (1) before the expiry of the **timeframe** in this clause, including any extensions of time, the

applicant may notify the **distributor** of a complaint under clause 6. must treat the **final application** as approved.

(9) If subclause (8) applies, the **applicant** may choose to defer the **distributor's** decision on its **final application** until a later date of its choosing.

1211 Distributor must negotiate if notified by applicant

(1) A **distributor** must negotiate with an **applicant** if, after providing the **applicant** with notice of final approval, it receives written notice from the **applicant** confirming the **applicant** intends to proceed to negotiate a connection contract under clause 1312(1) and—

- the **applicant** provides details of the **load** connection; and
- the **applicant** confirms it accepts all of the conditions (or other measures) that have been specified by the **distributor** under clause 109.

(2) The **distributor** is not required to negotiate if it receives the written notice later than 30 **business days** after the day on which it gives notice of final approval under clause 109, or such later date as previously agreed by the **distributor** and the **applicant**.

(3) If the **applicant** is a **participant** and does not accept one or more of the conditions specified by the **distributor** under clause 109 (2) (if any), but intends to proceed to negotiate a connection contract under clause 13(1), the **applicant** must—

- give notice of the dispute in accordance with clause 2 of Schedule 6.3 within 30 **business days** after the day on which the **distributor** gives notice of final approval under clause 109; and
- give a notice under subclause (1) within 30 **business days** after the dispute is resolved.

(4) The **distributor's** duties under Part 6 of this Code arising from the application no longer apply if the **applicant** fails to give notice to the **distributor** of an intention to proceed to negotiate a connection contract under clause 1312(1) within the time limits specified in this clause.

(5) Subclause (4) does not prevent the **applicant** from making a new application under Part 6 of this Code.

Post-approval process

1312 Distributor has 3040 business days to negotiate connection contract if applicant gives notice of intention to negotiate

(1) If an **applicant** whose **final application** is approved gives notice to a **distributor** under clause 1211(1), the **distributor** has 3040 **business days**, starting on the date on which the **distributor** receives the notice, during which they must, in good faith, attempt to negotiate a connection contract.

(2) The **distributor** and the **applicant** may, by agreement, extend the time specified in subclause (1) for negotiating a connection contract.

1413 Connection of load if connection contract negotiated

(1) This clause applies if a **distributor** and an **applicant** whose **final application** is approved enter into a connection contract before the period for negotiating a connection contract under **Process 4** expires.

(2) If the application is to connect under clause 2(1)(a) of Schedule 6.1, the **distributor** must allow the **applicant** to connect in accordance with the contract as soon as practicable.

(32) If the application is to continue an existing connection under clause 2(1)(b) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **applicant's** existing connection continues apply—

- as soon as practicable, if the previous connection contract has expired; or
- no later than the expiry of the previous connection contract, if the contract is in force.

(43) If the application is to continue an existing connection for which there is no connection contract under clause 2(1)(c) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **applicant's** existing connection continues apply as soon as practicable.

(54) If the application is to change the capacity of an existing **load** connection under clause 2(1)(e) of Schedule 6.1, the **distributor** must use its best endeavours to ensure that the new terms under which the **applicant's** existing connection continues apply as soon as practicable.

15 Connection on prescribed terms if connection contract not negotiated

(1) This clause applies if a **distributor** and an **applicant** whose **final application** is approved do not enter into a connection contract before the period for negotiating a connection contract under **Process 4** expires.

(2) If the application is to connect under clause 2(1)(a) of Schedule 6.1, the **distributor** must allow the **applicant** to connect on the **prescribed terms** as soon as practicable after the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 4**;
- the date on which the **applicant** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.

(3) If the application is to continue an existing connection under clause 2(1)(b) of Schedule 6.1, the **prescribed terms** apply to the **applicant's** existing connection from the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 4**;
- the expiry of the existing connection contract;
- the date on which the **applicant** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(1)(c) of Schedule 6.1, the **prescribed terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 4**;
- the date on which the **applicant** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.

(5) If the application is to change the capacity of the connected **load** under clause 2(1)(e) of Schedule 6.1, the **prescribed terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 4**;

(b) ~~the date on which the **applicant** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 10 as conditions of the connection.~~

14 Approved final applications must connect to retain approval

(1) A **distributor** may lapse final approval of a **final application** if the **applicant** fails to connect to the **distributors network** within the later of—

(a) 2 years from the date of final approval; or

(b) by the date agreed with the **distributor** through fault of the **applicant**.

(2) The **applicant** may—

(a) provide an **initial application** to the **distributor** if it wishes to connect **load** to the **distributor's network** after the **distributor** has lapsed final approval under subclause (1); and

(b) notify the **distributor** of a complaint under clause 6.8A, if the **applicant** is not a **participant**.

DRAFT

Appendix 5

Process 5: Applications for to connect load at 300500 kVA or more and above in total

1 Contents of this Appendix

- (1) This Appendix sets out **Process 5** and applies to applications for to connect load at 300500 kVA or more and above in total to a **distribution network**.
- (2) **Process 5** provides for a three-stage application process.

Initial application process

2 Distributor must receive information to process an initial application

- (1) To process an **initial application** from an **applicant**, a **distributor** must receive—
 - (a) a completed **initial application** from the **applicant** using the form **published** by the **distributor** under clause 6.3(2)(a); and
 - (b) information in respect of the connection to which the **initial application** relates that is—
 - (i) referred to in subclause (2); and
 - (ii) specified by the **distributor** under clause 6.3(3) as being required to be provided with the **initial application**; and
 - (c) the **initial application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).
- (2) The information includes the following:
 - (a) the full name and address of the **applicant** and the contact details of a person whom the **distributor** may contact regarding the connection;
 - (b) whether the application is to—
 - (i) connect new **load**; or
 - (ii) continue an existing **load** connection that is connected in accordance with a connection contract if the connection contract—
 - (A) is in force and the **applicant** wishes to extend the term of the connection contract; or
 - (B) has expired; or
 - (iii) continue an existing **load** connection that is connected without a connection contract; or
 - (iv) change the capacity of an existing **load** connection;
 - (c) proposed or current **point of connection** to the **distribution network** (for example, the **ICP** identifier and street address);
 - (d) when the **applicant** would like the **load** connection or increased capacity to be available;
 - (e) details of the required voltage (for example, 400V or 11kV) for the **load** connection;
 - (f) information showing how the **load** installation complies with the **distributor's connection and operation standards**;

- (g) evidence that the **applicant** has undertaken a capacity assessment that considers maximum demand and, if known, time of use demand from the **distribution network**;
- (h) any other information that is required by the **system operator**;
- (i) any additional information or **documents** that are reasonably required by the **distributor**.

(3) The **distributor** must, within ~~five~~ 5 business days of receiving an **initial application**, give written notice to the **applicant** advising whether or not the application is complete and, if not, what information is needed to complete the application.

3 Distributor must give information to applicant

A **distributor** must give an **applicant** that makes an **initial application** the following within 30 **business days** of receiving the completed **initial application**:

- (a) information about the **capacity** of the **distribution network**, including both the **design capacity** (including fault levels) and actual operating levels;
- (b) information about the extent to which the connection and operation of the **load** connection may result in a breach of the relevant standards for safety, voltage, power quality, and reliability of electricity conveyed to **points of connection** on the **distribution network**;
- (c) information about any measures or conditions (including modifications to the design and operation of the **distribution network** or **grid**) to the operation of the **load** connection that may be necessary to address the matters referred to in paragraphs (a) and (b);
- (d) the approximate costs of any **distribution network** related measures or conditions identified under paragraph (c) and an estimate of time constraints or restrictions that may delay connecting to the **network**;
- (e) information about any further detailed investigative studies that the **distributor** reasonably considers are necessary to identify any potential adverse effects the connection may have on the system, together with an indication of—
 - (i) whether the **distributor** agrees to the **applicant**, or a suitably qualified agent of the **applicant**, undertaking those studies and, if not, the reasons for the **distributor**'s decision; or
 - (ii) if ~~not~~the **distributor** does not agree to the matters in subparagraph (i), whether the **distributor** could undertake those studies and, if so, the reasonable estimated cost of the studies that the **applicant** would be charged;
- (f) information about any obligations to other parties that may be imposed on the **distributor** and that could affect the connection;
- (g) information about the extent to which planned and **unplanned outages** may adversely affect the operation of the **load** connection;
- (h) any additional information or **documents** that the **distributor** considers would assist the **applicant**'s application.

4 Other matters to assist with decision making

- (1) A distributor must provide, if requested by an applicant making an initial application, further information that is reasonably necessary to enable the applicant to consider and act on the information given by the distributor under clause 3.
- (2) The information that the distributor must provide under subclause (1) may include single line diagrams, equipment ratings, normal switch configurations (including fault levels), and protection system details relevant to the current or proposed point of connection of the load.
- (3) The distributor must provide the further information under this clause within 10 business days of the request being received.
- (4) A distributor must treat all connection applications in a fair, consistent, and non-discriminatory manner, without giving preference to any applicant or class of applicant.

5 Distributor must make reasonable endeavours regarding new information

If a distributor receives information under Process 5 from an applicant who is not a participant, and subsequently becomes aware of new information that is relevant to the application, the distributor must use reasonable endeavours to obtain the new information from the applicant.

6 Distributor's decision on initial application

- (1) A distributor must, within 40 business days of receiving the completed initial application, give notice in writing to the applicant stating whether the initial application is approved or declined.
- (2) A distributor ~~may~~must approve an initial application, subject to any conditions specified by the distributor that are reasonably required, if—
 - (a) the initial application has been properly made in accordance with the Act and Part 6 of this Code; and
 - (b) the information provided in the initial application would reasonably support an assessment by the distributor.
- (3) A distributor may approve an initial application that does not comply with their connection and operation standards.
- (4) If the distributor does not give notice in accordance with subclause (1) before the time frame in this clause expires, the an applicant that is not a participant may notify the distributor of a complaint under clause 6.8A is deemed to have approved the initial application.
- (5) A notice stating that an initial application is approved must be accompanied by the following information:
 - (a) the priority position of the initial application in the distributor's network connections pipeline at the time the distributor approved the initial application; and
 - (b) estimated charges payable by the applicant to the distributor to assess an interim application and final application.
- (6) A notice stating that an initial application is declined must be accompanied by detailed reasons as to why the initial application ~~was~~ is declined and what the applicant must do to obtain the distributor's approval if the applicant resubmits an initial application

under subclause (67), and, if applicable, include the criteria in the queueing and management policy for distributors that supported the decision.

(67) An **applicant** may only resubmit an **initial application** once and must do so within 30 **business days** after receiving a notice under subclause (466), otherwise a new application is required.

(78) The **distributor** must not charge an **applicant** for **initial applications** that are resubmitted in accordance with **initial application** fee for **initial applications** that are resubmitted under subclause (67) where—

- (a) there is no increase in **load** capacity; and
- (b) there is no change to the physical location **of the point of connection** of the **proposed load**; and
- (c) there is no change to the **applicant** making the application.

Interim application process

7 Distributor must receive interim application

(1) To process an **interim application**, a **distributor** must—

- (a) receive a completed **interim application** from the **applicant** using the form published by the **distributor** under clause 6.3(2)(a); and
- (b) the **interim application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e); and
- (c) receive the results of any investigative studies that were identified by the **distributor** under clause 3(e)(i) and to be undertaken by the **applicant** or the **applicant's agent**; and
- (d) receive the **interim application** within 12 months after the date on which it approved the **initial application**, unless—
 - (i) the **distributor** and the **applicant** agree that an **interim application** is not required; and
 - (ii) there are no persons to whom the **distributor** must give written notice under clause 8 at the time that the **distributor** and **applicant** agree that an **interim application** is not required; or
 - (iii) the **distributor** agrees to accept an **interim application** later than 12 months after the date on which it approved the **initial application**.

(2) If the **distributor** and **applicant** agree an **interim application** is not needed, the **distributor** must—

- (a) treat the **applicant's initial application** as an **interim application** for the purposes of clauses 8 to 110; and
- (b) receive, from the **applicant**, the **interim application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

8 Notice to third parties

A **distributor** that receives an **interim application** must, within 10 **business days** after receiving the **interim application**, give written notice of the **interim application** to all persons that have made an **initial application**, **interim application** and **final**

application relating to a particular part of the distribution network that the distributor considers would be affected by the approval of the interim application.

9 Distributor's decision on interim application

- (1) A distributor must, within the time limit specified in clause 10, give notice in writing to the applicant stating whether the interim application is approved or declined.
- (2) A distributor ~~may~~must approve an interim application, subject to any conditions specified by the distributor that are reasonably required, if—
 - (a) the interim application has been properly made in accordance with the Act and Part 6 of this Code; and
 - (b) the information provided in the application would reasonably support an assessment by the distributor that the connected load will meet the distributor's connection and operation standards (assuming that the applicant meets the conditions (if any) referred to in subclause (3)).
- (3) A notice stating that an interim application is approved must be accompanied by the following information:
 - (a) a detailed description of any conditions (or other measures) that are conditions of the approval under subclause (2), and what the applicant must do to comply with them;
 - (b) detailed reasons for those conditions (or other measures);
 - (c) a detailed description of any charges that would be payable by the applicant to the distributor or by the distributor to the applicant, and an explanation of how the charges have been, or will be, calculated;
 - (d) the default process for resolving disputes under Schedule 6.3, if the applicant disputes all or any of the conditions (or other measures) or charges payable;
 - (e) the priority position of the interim application in the distributor's network connections pipeline at the time the distributor approved the interim application; and
 - (f) estimated charges payable by the applicant to the distributor to assess a final application.
- (4) A notice stating that an interim application is declined must be accompanied by the following information:
 - (a) detailed reasons as to why the interim application has been declined and what the applicant must do to obtain the distributor's approval if it resubmits its interim application under subclause (5);
 - (b) if applicable, the criteria in the queueing and management policy for distributors that supported the decision;
 - (c) the default process for resolving disputes between participants under Schedule 6.3;
 - (d) e that if the applicant is not a participant, the applicant may report to the Authority under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the distributor has breached any requirement in Part 6 of this Code.

(5) An applicant may only resubmit an **interim application** once and must do so within 60 **business days** after receiving a notice under subclause (4), otherwise the **applicant** must submit a new **interim application** to the **distributor**.

(6) The **distributor** must not charge an **interim application** fee for **interim applications** that are resubmitted **in accordance with under** subclause (5) where—

- there is no increase in **load** capacity; and
- there is no change to the physical location **of the point of connection** of the **proposed load**; and
- there is no change to the **applicant** making the application.

(7) The resubmission of an **interim application** resets the time frame for the **distributor's** approval of the **interim application**, **unless the distributor and applicant agree otherwise**.

10 Time within which distributor must decide interim applications

- A notice required by clause 9 must be given by a **distributor** to an **applicant** no later than—
 - 45 **business days** after the date of receipt of the **interim application**, in the case of **load** with a maximum demand of less than 1 **MVA**; or
 - 60 **business days** after the date of receipt of the **interim application**, in the case of **load** with a maximum demand of 1 **MVA** or more but less than 5 **MW**; or
 - 80 **business days** after the date of receipt of the **interim application**, in the case of **load** with a maximum demand of 5 **MVA** or more.
- The **distributor** may seek up to **twe2** extensions of time specified in subclause (1), for approval of an application less than 1.5 **MWMW**, but only where zone substation works or input from **Transpower** is required, and may seek a further **twe2** extensions to decide an **interim application** of 1.5 **MWMW** or greater where zone substation works or input from **Transpower** is required.
- If the **distributor** requires **grid** studies to decide the **interim application**, and the **distributor** has sought two extensions of time under subclause (2), the **distributor** may seek up to **twe2** additional extensions of the time specified in subclause (1), for approval of an application less than 1.5MW, but only where zone substation works or input from **Transpower** are required, and may seek a further two extensions for an application 1.5MW or greater, but only where zone substation works or input from **Transpower** are required.
- If a **distributor** seeks an extension of time under subclauses (2) and (3) it must provide the **applicant** with a notice in writing specifying the reasons why the extension of time is sought.
- Each extension of time sought under subclauses (2) and (3) must not exceed 40 **business days**; and
- Subclause (7) applies if the **distributor** requests or requires further information from the **applicant** that was missing from the **interim application**, during the period set out in subclause (1).
- The total **timeframe** will pause on the making of a request or requirement and will resume on the **business day** after the **distributor** receives the information.

- (8) If the **distributor** does not give notice in accordance with subclause (1) before the expiry of the ~~timeframe~~ time frames in this clause, including any extensions of time, the **Part distributor** must treat the **interim application** as **approved applicant** may refer the failure to meet the time frame to the disputes process set out in clause 6.8A, or Schedule 6.3 if the **applicant** is a **participant**.
- (9) If subclause (8) applies, the **applicant** may choose to defer the **distributor's** decision on its **interim application** until a later date of its choosing.

11 Applicant who is a participant must give notice of a dispute may complain under section 95 of the Act

- (1) ~~If the An~~ An **applicant** who is not a **participant** can make a complaint about the reasonableness of a **distributor's** conditions to the dispute resolution scheme under section 6 of the **Act** and does not accept one or more of the conditions specified by the **distributor** under clause 98(3)(a) (if any), the **applicant** must give notice of the dispute in accordance with clause 2 of Schedule 6.3 within 30 **business days** after the day on which the **distributor** gives notice of approval under clause 98.
- (2) Subclause (1) does not prevent the **applicant** from declining the conditions specified by the **distributor** under clause 9(32) and making a new application under Part 6 of this Code. If the **applicant** is a **participant** and fails to notify the **distributor** of a dispute under subclause (1) within 30 **business days** after the date on which the **applicant** receives the conditions specified by the **distributor** under clause 98 (3) the **applicant** is to be treated as having accepted the conditions specified by the **distributor**.
- (3) An **applicant** who is not a **participant** can make a complaint about the reasonableness of a **distributor's** conditions to the dispute resolution scheme under section 95 of the **Act**.
- (4) Subclauses (2) and (3) do not prevent the **applicant** from declining the conditions specified by the **distributor** under clause 98 (3) and making a new application under Part 6 of this Code.

Final application process

12 Distributor must receive final application

- (1) To process a **final application**, a **distributor** must receive
 - (a) a completed **final application** from the **applicant** using the form **published** by the **distributor** under clause 6.3(2)(a); and
 - (b) the **final application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e); and
 - (c) written acceptance from the **applicant** of the conditions stipulated by the **distributor** under 9(3)(a) (if any); and
 - (d) ~~setting out~~ how the **final application** responds to these conditions. If the **distributor** considers the **final application** does not adequately respond to the conditions, and the **distributor** and **applicant** cannot agree on a resolution, then the **distributor** may treat the **final application** as an **interim application**. In this instance, the **distributor** can request further investigative studies to be undertaken by the **applicant** or the **applicant's** agent, and the **distributor** must not require the **applicant** to pay another **interim application** fee (if any); and

(de) the **final application** within 90 **business days** after approving the **interim application**, unless—

- (i) the **distributor** and the **applicant** agree that a **final application** is not required; and
- (ii) there are no persons to whom the **distributor** must give written notice under clause 13 at the time that the **distributor** and **applicant** agree that a **final application** is not required; or
- (iii) the **distributor** agrees to accept a **final application** received more than 90 **business days** after the approval of the **interim application** or the date on which a dispute was resolved under Schedule 6.3, under section 95 of the **Act**.

(2) If the **distributor** considers the **final application** does not adequately respond to the conditions, and the **distributor** and **applicant** cannot agree on a resolution, then the **distributor** may treat the **final application** as an **interim application**.

(3) If the **distributor** treats the **final application** as an **interim application** under subclause (2)—

- (a) the **distributor** may request that the **applicant** undertake further investigative studies; and
- (b) the **distributor** may not require the **applicant** to pay another **interim application** fee (regardless of whether any such fee was paid in respect of any **interim application** that was made).

(24) If the **distributor** and **applicant** agree a **final application** is not needed, the **distributor** must—

- (a) treat the **applicant's interim application** as a **final application** for the purposes of clauses 13 to ~~2222~~; and
- (b) receive, from the **applicant**, the **final application** fee (if any) specified by the **distributor** in accordance with clause 6.3(2)(e).

13 Notice to third parties

A **distributor** that receives a **final application** must, within 10 **business days** after receiving the **final application**, give written notice of the **final application** to all persons that have made an **initial application**, **interim application** and **final application** relating to a part of the **distribution network** that the **distributor** considers would be affected by the approval of the **final application**.

1413 Priority of final applications

A **distributor** must prioritise and manage **final applications** in accordance with the **queueing and management policy for distributors**.

Subclause (2) applies if—

- (a) a **distributor** receives a **final application** (the first application);
- (b) a **second final application** (the second application) and any other **final applications** (further applications) within 20 **business days** of receiving the first application; and
- (c) the first application, the second application or any of the further applications (the **grouped applications**) relate to the same part of the **distribution network** and the **distributor** considers that any of those applications would be affected by the approval of any of those applications.

(2) If this subclause applies—

- (a) the ~~distributor~~ may consider the ~~grouped applications~~ together as if they were competitive bids to use the same part of the ~~distribution network~~; and
- (b) the ~~distributor~~ must use its best endeavours to get the ~~applicants~~ to work together to amend their applications so that the ~~distributor~~ may consider the applications as complementary; and
- (c) must consider the ~~final applications~~ taking into account ~~which~~ application or applications would likely involve the optimal use of the ~~distribution network~~ while achieving the most long term benefit for consumers and delivering that benefit as soon as possible.

(3) For the avoidance of doubt, if the ~~distributor~~ receives a ~~final application~~ (later application) more than 20 ~~business days~~ after the first application—

- (a) the ~~distributor~~ must continue to consider the ~~grouped applications~~ in accordance with subclause (2); and
- (b) ~~distributor~~ must not include the later application with the ~~grouped applications~~ for consideration under subclause (2); and
- (c) the ~~distributor~~ must not make a final decision on the later application until after it has made a final decision on each of the ~~grouped applications~~.

(4) Subclause (3) does not limit clause 16.

1514 Distributor's decision on final application

(1) A ~~distributor~~ must, within the time limit specified in clause 1615, give notice in writing to the ~~applicant~~ stating whether the ~~final application~~ is approved or declined.

(2) **A distributor may approve a final application, subject to any conditions specified by the distributor that are reasonably required, if—**

- (a) the final application has been properly made in accordance with the Act and Part 6 of this Code; and
- (b) the information provided in the application would reasonably support an assessment by the distributor that the connected load meets the distributor's connection and operation standards (assuming that the ~~applicant~~ meets the conditions (if any) referred to in subclause (3)).
- (c) the applicant has provided a project investment decision and Overseas Investment Office approval, if available

(2) **A distributor may make a notice approving a final application subject to conditions that the applicant must meet in order to address any significant risks to network stability, safety or operational viability that the connection would cause.**

(3) A notice stating that a ~~final application~~ is approved must be accompanied by the following information:

- (a) a detailed description of any conditions (or other measures) that are conditions of the approval under subclause (2), and what the applicant must do to comply with them:
- (b) detailed reasons for those conditions (or other measures):
- (c) a detailed description of any charges payable by the applicant to the distributor or by the distributor to the applicant, and an explanation of how the charges have been, or will be, calculated:

- (d) the default process for resolving disputes under Schedule 6.3, if an **applicant** who is a **participant** disputes all or any of the conditions (or other measures) or charges payable;
- (e) the priority position of the **final application** in the **distributor's network connections pipeline** at the time the **distributor** approved the **final application**.

(4) A notice stating that a **final application** is declined must be accompanied by the following information:

- (a) detailed reasons as to why the **final application** has been declined and what the **applicant** must do to get approval if it resubmits its **final application** under subclause (545);
- (b) if applicable, the criteria in the **queueing and management policy for distributors** that supported the decision if the application is one to which clause 1214(2) applies, the criteria used to determine the priority of applications;
- (c) the default process for resolving disputes between **participants** under Schedule 6.3;
- (d) that if the **applicant** is not a **participant**, the **applicant** may report to the **Authority** under the Electricity Industry (Enforcement) Regulations 2010 if it considers that the **distributor** has breached any requirement in Part 6 of this Code.

(5) An **applicant** may only resubmit a **final application** once and must do so within 30 **business days** of receiving a notice under subclause (4), otherwise a new **final application** is required.

(6) The **distributor** must not charge a **final application** fee for **final applications** that are resubmitted in accordance with under subclause (545), where—

- (a) there is no increase in **load** capacity; and
- (b) there is no change to the physical location of the point of connection of the proposed load; and
- (c) there is no change to the **applicant** making the application.

(7) The resubmission of a **final application** resets the time frame for the **distributor's** approval of the **final application**, unless the **distributor** and **applicant** agree otherwise.

1415 Time within which distributor must decide final applications

(1) A notice required by clause 1514 must be given by a **distributor** to an **applicant** no later than—

- (a) 20 **business days** after the date of receipt of the **final application**, in the case of **load** with a maximum demand of less than 1 **MVA**; or
- (b) 30 **business days** after the date of receipt of the **final application**, in the case of **load** with a maximum demand of 1 **MVA** or more but less than 5 **MVA**; or
- (c) 40 **business days** after the date of receipt of the **final application**, in the case of **load** with a maximum demand of 5 **MVA** or more.

(2) The **distributor** may seek one extension of time specified in subclause (1) for approval of a **final application** of less than 1.5MW, but only where zone substation works or input from **Transpower** is required, and may seek a further two exemptions of the time specified in subclause (1) to decide a **final application** of 1.5MW or greater where zone substation works or input from **Transpower** is required.

- (3) If a **distributor** seeks an extension of time under subclause (2) it must provide the **applicant** with a notice in writing specifying the reasons why the extension of time is sought.
- (4) An extension of time sought under subclause (2) must not exceed 40 **business days**.
- (5) Subclause (6) applies if the **distributor** reasonably requests or requires further information from the **applicant** after receiving the **final application**.
- (6) The total ~~timeframe~~ time frame will pause when the **distributor** has made a request or requirement and will resume on the **business day** after the **distributor** receives the information.
- (7) If the **distributor** does not give notice in accordance with subclause (1) before the expiry of the ~~timeframe~~ time frames in this clause, including an extension of time, the **distributor** must treat the **final application** as approved **applicant** may refer the failure to meet the time frame to the disputes process set out in clause 6.8A or Schedule 6.3 if the **applicant** is a **participant**.
- (8) If subclause (7) applies, the **applicant** may choose to defer the **distributor**'s decision on its **final application** until a later date of its choosing.

1716 Distributor must negotiate if notified by applicant

- (1) A **distributor** must negotiate with an **applicant** if, after providing the **applicant** with notice of final approval, it receives written notice from the **applicant** confirming the **applicant** intends to proceed to negotiate a connection contract under clause 1817(1) and—
 - (a) the **applicant** provides details of the **load**; and
 - (b) the **applicant** confirms it accepts all of the conditions (or other measures) that have been specified by the **distributor** under clause 1514.
- (2) The **distributor** is not required to negotiate if it receives the written notice later than 30 **business days** after the day on which it gives notice of final approval under clause 1514, or such later date as previously agreed by the **distributor** and the **applicant**.
- (3) If the **applicant** is a **participant** and does not accept one or more of the conditions specified by the **distributor** under clause 1514(32) (if any), but intends to proceed to negotiate a connection contract under clause 1817 (1), the **applicant** must—
 - (a) give notice of the dispute in accordance with clause 2 of Schedule 6.3 within 30 **business days** after the day on which the **distributor** gives notice of final approval under clause 1514; and
 - (b) give a notice under subclause (1) within 30 **business days** after the dispute is resolved.
- (4) Subclause (43) does not prevent the **applicant** from making a new application under Part 6 of this Code.

Post-approval process

1817 Distributor has 3040 business days to negotiate connection contract if applicant gives notice of intention to negotiate

- (1) If an **applicant** whose **final application** is approved gives notice to a **distributor** under clause 1716(1), the **distributor** has 3040 **business days**, starting on the date on which

the distributor receives the notice, during which the distributor must, in good faith, attempt to negotiate a connection contract.

(2) The distributor and the applicant may, by agreement, extend the time specified in subclause (1) for negotiating a connection contract.

1918 Connection of load if connection contract negotiated

(1) This clause applies if a distributor and an applicant whose final application is approved enter into a connection contract before the period for negotiating a connection contract under Process 5 expires.

(2) If the application is to connect load under clause 2(1)(a) of Schedule 6.1, the distributor must allow the applicant to connect the load in accordance with the connection contract as soon as practicable.

(3) If the application is to continue an existing connection of load under clause 2(1)(b) of Schedule 6.1, the distributor must use its best endeavours to ensure that the new terms under which the applicant's existing connection continues apply—

(a) as soon as practicable, if the previous connection contract has expired; or

(b) no later than the expiry of the previous connection contract, if the contract is in force.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(1)(c) of Schedule 6.1, the distributor must use its best endeavours to ensure that the new terms under which the applicant's existing connection continues apply as soon as practicable.

(5) If the application is to change the capacity of the connected load under clause 2(1)(e) of Schedule 6.1, the distributor must use its best endeavours to ensure that the new terms under which the applicant's existing connection continues apply as soon as practicable.

20 Connection of load on prescribed terms if connection contract not negotiated

(1) This clause applies if a distributor and an applicant whose final application is approved do not enter into a connection contract before the period for negotiating a connection contract under Process 5 expires.

(2) If the application is to connect load under clause 2(1)(a) of Schedule 6.1, the distributor must allow the applicant to connect the load on the prescribed terms as soon as practicable after the later of the following:

(a) the expiry of the period for negotiating a connection contract under this Part of this Schedule;

(b) the date on which the applicant has fully complied with any conditions (or other measures) that were specified by the distributor under clause 15 as conditions of the connection.

(3) If the application is to continue an existing connection of load under clause 2(1)(b) of Schedule 6.1, the prescribed terms apply to the applicant's existing connection from the later of the following:

(a) the expiry of the period for negotiating a connection contract under Process 5;

(b) the expiry of the existing connection contract;

(c) the date on which the applicant has fully complied with any conditions (or other measures) that were specified by the distributor under clause 15 as conditions of the connection.

(4) If the application is to continue an existing connection for which there is no connection contract under clause 2(1)(e) of Schedule 6.1, the **prescribed terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 5**;
- the date on which the **applicant** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 15 as conditions of the connection.

(5) If the application is to change the capacity or the connected **load** under clause 2(1)(e) of Schedule 6.1, the **prescribed terms** apply from the later of the following:

- the expiry of the period for negotiating a connection contract under **Process 5**;
- the date on which the **applicant** has fully complied with any conditions (or other measures) that were specified by the **distributor** under clause 15 as conditions of the connection.

2119 Approved applications must meet milestones to retain priority position in distributor's network connections pipeline

- A **distributor** must queue and manage approved **final applications** in accordance with its **queueing and management policy for distributors**. This includes setting delivery milestones that a project must meet to maintain its **priority position** in the **distributor's network connections pipeline**.
- A **distributor** and a **participant** must act reasonably when negotiating milestones.
- These milestones may relate to:
 - securing environmental approvals;
 - obtaining property rights & easements;
 - getting Overseas Investment Office approval, if required;
 - confirming final grid connection requirements;
 - signing delivery services agreement;
 - signing construction contract;
 - completing works construction;
 - other issues that are reasonably required by for the **distributor's queueing and management policy for distributors**.
- The **distributor** must apply stated tolerances with regards to milestones, recognising that there could be delays that lead to milestones not being achieved on time, and provide an **applicant** with an opportunity to get its project back on schedule within agreed time periods.

20 Approved applications must meet milestones to retain final approval

- The **distributor** must adhere to the framework for removing approved **final applications** that are not progressing as set out in the **queueing and management policy for distributors**.
- A final approval of a **final application** may be lapsed by a **distributor** if the **applicant**—
 - consistently misses milestones; or
 - fails to renegotiate milestones; or
 - fails to connect to the **distributors network** within the later of—
 - 2 years from the date of final approval; or
 - the date agreed with the **applicant** has agreed with the **distributor** to connect to the **distributor's network** through fault of the **applicant**.

(3) The applicant may—

- (a) provide an initial application to the distributor if it wishes to connect load to the distributor's network after the distributor has lapsed final approval under subclause (2); and
- (b) notify the distributor of a complaint under clause 6.8A, if the applicant is not a participant.

2221 Treatment of approved applications at the same network location

- (1) A distributor must allow a project to retain its place in a distributor's network connections pipeline if no other final application is received for that part of the network.
- (2) If a project fails to meet a milestone and another final application is approved for the same part of the distribution network as the project, the distributor must inform the applicant of the project within five business days and work with the applicant to set renegotiated milestones.
- (3) If a project fails to meet milestones renegotiated under subclause (2), the distributor may prioritise another approved final application ahead of the project. The distributor must consider which application or applications would likely involve the optimal use of the distribution network while achieving the most long-term benefit for consumers and delivering that benefit as soon as possible when making this decision.

A distributor must adhere to its queueing and management policy for distributors when making decisions on the priority positions of projects in its network connections pipeline.

Schedule 6.2

Regulated terms for distributed generation

cl 6.6

Contents

General

- 1 Contents of this Schedule
- 2 Interpretation
- 2A** Application of this Schedule
- 3 General obligations

Meters

- 4 Installation of meters and access to metering information

Access

- 5 Right of distributor to access distributed generator's premises
- 6 Process if distributor wants to access distributed generator's premises
- 7 Distributor must not interfere with distributed generator's equipment
- 8 Distributed generator must not interfere with, and must protect, distributor's equipment
- 9 Obligation to advise if interference with distributor's equipment or theft of electricity is discovered

Interruptions and disconnections

- 10 General obligations relating to interruptions
- 11 Circumstances allowing distributor to temporarily electrically disconnect distributed generation
- 12 Obligations if distributed generation temporarily electrically disconnected by distributor
- 13 Adverse operating effects
- 14 Interruptions by distributed generator
- 15 Disconnecting distributed generation

Time frame for construction

- 15A Distributed generator must construct distributed generation within 18 months of approval

Confidentiality

- 16 General obligations relating to confidentiality
- 17 When confidential information can be disclosed
- 18 Disclosures by employees, agents, etc

Pricing

- 19 Pricing principles

Liability

- 20 General obligations relating to liability
- 21 Exceptions to general obligations relating to liability
- 22 Limits on liability
- 23 Liability clauses do not apply to fraud, wilful breach, and breach of confidentiality
- 24 *[Revoked]*
- 25 Force majeure

General

1 Contents of this Schedule

This Schedule sets out the **regulated terms** that apply to a **distributor** and a **distributed generator** in respect of **distributed generation** that is connected in accordance with clause 6.6 and Schedule 6.1.

2 Interpretation

These **regulated terms** must be interpreted—

- (a) in light of the purpose of Part 6 of this Code; and
- (b) so as to give business efficacy to the relationship between the **distributor** and the **distributed generator** created by Part 6 of this Code.

2A Application of this ~~Schedule~~

These **regulated terms** apply where—

- (a) a **distributed generator** has applied to connect **distributed generation** to a **distributor's network** and a connection contract is not agreed within the time frame set out in this Part; and
- (b) an **applicant** that is not a **participant** has applied to connect both **load** and **distributed generation** at the same **ICP** and a **connection contract** is not agreed within the period set out in this Part, in which case these **regulated terms** apply to the **distributed generation** connection.

3 General obligations

- (1) The **distributor** and the **distributed generator** must perform all obligations under these **regulated terms** in accordance with **connection and operation standards** (where applicable).
- (2) The **distributor** and the **distributed generator** must each **construct**, connect, operate, test, and **maintain** their respective equipment in accordance with—
 - (a) these **regulated terms**; and
 - (b) **connection and operation standards** (where applicable); and
 - (c) this Code.
- (3) The **distributed generator** must, subject to subclause (2), **construct**, connect, operate, test, and **maintain** its **distributed generation** in accordance with—
 - (a) **reasonable and prudent operating practice**; and
 - (b) the applicable manufacturer's instructions and recommendations.
- (4) The **distributor** and **distributed generator** must each be fully responsible for the respective facilities they own or operate.
- (4A) The **distributed generator** must seek the **distributor's** approval before making any changes to the connection of the **distributed generation**, or changes to the **distributed generation** protection settings.
- (5) The **distributor** and **distributed generator** must each ensure that their respective facilities adequately protect each other's equipment, personnel, and other persons and their property, from damage and injury.

- (6) The **distributed generator** must comply with any conditions specified by the **distributor** under clause 18 of Schedule 6.1 (or, to the extent that those conditions were the subject of a dispute under clause 20(3) of that Schedule, or of negotiation during the period for negotiation of the connection contract, the conditions or other measures as finally resolved or negotiated).
- (7) Where the **distributor's** power quality obligations are breached for any reason due to the operation of the **distributed generation**, the **distributed generator** will resolve the power quality obligations as soon as practicable at its own cost.; or
 - (b) due to **network** conditions, any injection of **reactive energy** by the **distributed generator** not related to (a) above, must be subject to a **network** support services agreement agreed between the **distributed generator** and the **distributor**.

Meters

4 Installation of meters and access to metering information

- (1) *[Revoked]*
- (2) The **distributed generator** must give the **distributor**, at the **distributor's** request, the interval data and cumulative data recorded by the **metering installations** at the **point of connection** at which the **distributed generation** is connected or is proposed to be connected.
- (2A) The **distributed generator** must—
 - (a) provide any data required under subclause (2) to the **distributor** within three
business days of the request unless agreed otherwise; and
 - (b) deliver the data to the **distributor** in a manner agreed with the **distributor**; and
 - (c) format the data to comply with **EIEP3** unless an alternative format is agreed; and
 - (d) manage the data in accordance with Parts 10 and 15 of the Code.
- (3) The **distributed generator** must provide **reactive** metering if—
 - (a) the **meter** for the **distributed generation** is part of a **category 2 metering installation**, or a higher category of **metering installation**; and
 - (b) the **distributed generator** is required to do so by the **distributor**.
- (4) The **distributor's** requirements in respect of metering measurement and accuracy must be no more than required for a certified metering installation the same the same as those set out in Part 10 of this Code.

Access

5 Right of distributor to access distributed generator's premises

- (1) The **distributed generator** must provide the **distributor**, or a person appointed by the **distributor**, with safe and unobstructed access onto the **distributed generator's** premises at all reasonable times—
 - (a) for the purpose of installing, testing, inspecting, maintaining, repairing, replacing, operating, reading, or removing any of the **distributor's** equipment and for any other purpose related to these **regulated terms**; and
 - (b) for the purpose of verifying **metering information**; and

- (c) for the purpose of ascertaining the cause of any interference to the quality of delivery services being provided by the **distributor** to the **distributed generator**; and
- (d) for the purpose of protecting, or preventing danger or damage to, persons or property; and
- (e) for the purposes of **electrically connecting** or **electrically disconnecting** the **distributed generation**; and
- (f) for any other purpose relevant to either or both of—
 - (i) the **distributor** connecting **distributed generation** in accordance with **connection and operation standards**; and
 - (ii) maintaining the integrity of the **distribution network**.

(2) The rights of access conferred by these **regulated terms** are in addition to any right of access the **distributor** may have under a statute or regulation or contract.

6 Process if distributor wants to access distributed generator's premises

- (1) The **distributor** must exercise its right of access under clause 5 by,—
 - (a) wherever practicable, giving to the **distributed generator** reasonable notice of its intention and of the purpose for which it will exercise its right of access; and
 - (b) causing as little inconvenience as practicable to the **distributed generator** in carrying out its work; and
 - (c) observing **reasonable and prudent operating practice** at all times; and
 - (d) observing any reasonable security or site safety requirements that are made known to the **distributor** by the **distributed generator**.
- (2) However, the **distributor** may take all reasonable steps to gain immediate access where it reasonably believes there is immediate danger to persons or property.

7 Distributor must not interfere with distributed generator's equipment

- (1) The **distributor** must not interfere with the **distributed generator's** equipment without the prior written consent of the **distributed generator**.
- (2) However, if emergency action has to be taken to protect the health and safety of persons, or to prevent damage to property, the **distributor**—
 - (a) may interfere with the **distributed generator's** equipment without prior written consent; and
 - (b) must, as soon as practicable, inform the **distributed generator** of the occurrence and circumstances involved.

8 Distributed generator must not interfere with, and must protect, distributor's equipment

- (1) The **distributed generator** must not interfere with the **distributor's** equipment without the prior written consent of the **distributor**.
- (2) However, if emergency action has to be taken to protect the health and safety of persons, or to prevent damage to property, the **distributed generator**—
 - (a) may interfere with the **distributor's** equipment without prior written consent only if it is safe to do so; and

- (b) must, as soon as practicable, inform the **distributor** of the occurrence and circumstances involved.
- (3) The **distributed generator** must protect the **distributor's** equipment against interference and damage.

9 Obligation to advise if interference with distributor's equipment or theft of electricity is discovered

- (1) If the **distributor** or the **distributed generator** discovers evidence of interference with the **distributor's** equipment, or evidence of theft of **electricity**, the party discovering the interference or evidence must advise the other party within 24 hours.
- (2) If interference with the **distributor's** equipment at the **distributed generator's** installation is suspected, the **distributor** may itself carry out an investigation and present the findings to the **distributed generator** within a reasonable period.
- (3) The cost of the investigation—
 - (a) must be borne by the **distributed generator** if it is discovered that interference by the **distributed generator**, or by its subcontractors, agents, or invitees, has occurred, or if the interference has been by a third party, and the **distributed generator** has failed to provide reasonable protection against interference to the **distributor's** equipment; and
 - (b) must be borne by the **distributor** in any other case.

Interruptions and disconnections

10 General obligation relating to interruptions

The **distributor** must make reasonable endeavours to ensure that the connection of the **distributed generation** is not interrupted.

11 Circumstances allowing distributor to temporarily electrically disconnect distributed generation

Despite clause 10, the **distributor** may interrupt the connection service, or curtail either the operation or output of the generation, or both, and may temporarily **electrically disconnect** the **distributed generation** in any of the following cases:

- (a) in accordance with the **distributor's congestion management policy**;
- (b) if reasonably necessary for planned **maintenance, construction**, and repairs on the **distribution network**;
- (c) for the purpose of protecting, or preventing danger or damage to, persons or property;
- (d) if the **distributed generator** fails to allow the **distributor** access as required by clause 5;
- (e) *[Revoked]*
- (f) in accordance with clause 13 (adverse operating effects);
- (g) if the **distributed generator** fails to comply with the **distributor's**—
 - (i) **connection and operation standards**; or
 - (ii) safety requirements.

12 Obligations if distributed generation temporarily electrically disconnected by distributor

- (1) The **distributor** must make reasonable endeavours to—
 - (a) advise the **distributed generator** before an interruption under clause 11; and
 - (b) co-ordinate with the **distributed generator** to minimise the impact of the interruption.
- (2) The **distributor** and the **distributed generator** must co-operate to restore the **distribution network** and the **distributed generation** to a normal operating state as soon as is reasonably practicable following the **distributed generation** being temporarily **electrically disconnected**.
- (3) In the case of a forced outage, the **distributor** must, subject to the need to restore the **distribution network**, make reasonable endeavours to—
 - (a) restore service to the **distributed generator**; and
 - (b) advise the **distributed generator** of the expected duration of the outage.

13 Adverse operating effects

- (1) The **distributor** must advise the **distributed generator** as soon as is reasonably practicable if it reasonably considers that operation of the **distributed generation** may—
 - (a) adversely affect the service provided to other **distribution network** customers; or
 - (b) cause damage to the **distribution network** or other facilities; or
 - (c) present a hazard to a person.
- (2) If, after receiving that advice, the **distributed generator** fails to remedy the adverse operating effect within a reasonable time, the **distributor** may **electrically disconnect** the **distributed generation** by giving reasonable notice (or without notice when reasonably necessary in the event of an emergency or hazardous situation).

14 Interruptions by distributed generator

- (1) This clause applies to any connected **distributed generation** above 10 kW in total.
- (2) The **distributed generator** must advise the **distributor** of any **planned outages** and must make reasonable endeavours to advise the **distributor** of an event that affects **distribution network** operations.
- (3) The **distributed generator** must make reasonable endeavours to advise the **distributor** of the interruption and to co-ordinate with the **distributor** to minimise the impact of the interruption.

15 Disconnecting distributed generation

- (1) Despite clause 10, the **distributor** may disconnect **distributed generation** in the following circumstances:
 - (a) on receipt of a request from a **distributed generator** or the **trader** responsible for the **distributed generation**;
 - (aa) on request of the Authority in the event of default by a **trader**;

- (ab) in the event that the **distributed generation** interferes with the **distributor's network** as set out in clause 13, and the **distributed generator** fails to correct the problem;
- (b) without notice, if a **distributed generator** has been temporarily **electrically disconnected** under clause 11(g) and—
 - (i) the **distributed generator** fails to remedy the non-compliance within a reasonable period of time; and
 - (ii) there is an ongoing risk to persons or property;
- (c) without notice, if the **trader** that is recorded in the **registry** as being responsible for the **ICP** to which the **distributed generation** is connected to the **distribution network** has **electrically disconnected** the **ICP** and updated the **ICP's** status in the **registry** to "inactive" with the reason of "electrically disconnected – ready for decommissioning":
- (d) on at least 10 **business days'** notice of intention to disconnect, if—
 - (i) the **distributed generator** has not injected **electricity** into the **distribution network** at any time in the preceding 12 months; and
 - (ii) the **distributed generator** has not given written notice to the **distributor** of the reasons for the non-injection; and
 - (iii) the **distributor** has reasonable grounds for believing that the **distributed generator** has ceased to operate the **distributed generation**.

(2) [Revoked]

(3) If a **distributor** disconnects **distributed generation** under subclause (1) and the **point of connection** is to be **decommissioned**, the **distributor** must—

- (a) remove all electrical conductors between the **distributed generation** and the **distributor's lines**;
- (b) advise the **distributed generator** within 2 **two business days** of the completion of the work referred to in paragraph (a).

(4) [Revoked]

(5) [Revoked]

Time frame for construction

15A Distributed generator must construct distributed generation within 18 months of approval

(1) This clause applies if the **distributor** approves the **distributed generator's** application to connect **distributed generation** under Part 1, Part 1A, or Part 2 Process 1 and Process 1A of Schedule 6.1.

(2) The **regulated terms** cease to apply if the **distributed generator** does not **construct** the **distributed generation** within—

- (a) 18 months from the date on which approval was granted; or
- (b) such later date as is agreed by the **distributor** and **distributed generator**.

(3) The **distributed generator** must reapply under Schedule 6.1 if—

- (a) the **regulated terms** no longer apply in accordance with subclause (1); and
- (b) the **distributed generator** wishes to connect **distributed generation** to the **distributor's distribution network**.

Confidentiality

16 General obligations relating to confidentiality

(1) Each party must preserve the confidentiality of **confidential information**, and must not directly or indirectly reveal, report, publish, transfer, or disclose the existence of any **confidential information**, except as permitted in clause 5 of Schedule 6.1 and subclause (2).

~~(1A)~~ The **distributor** may seek a confidentiality agreement between itself and the **distributed generator** that does not contravene the requirements of clause 5 of Schedule 6.1.

(2) Each party must only use **confidential information** for the purposes expressly permitted by these **regulated terms**.

17 When confidential information can be disclosed

Either party may disclose **confidential information** in any of the following circumstances:

- (a) if the **distributed generator** and **distributor** agree in writing to the disclosure of information;
- (b) if disclosure is expressly provided for under these **regulated terms**;
- (c) if, at the time of receipt by the party, the **confidential information** is in the public domain or if, after the time of receipt by either party, the **confidential information** enters the public domain (except where it does so as a result of a breach by either party of its obligations under this clause or a breach by any other person of that person's obligation of confidence);
- (d) if either party is required to disclose **confidential information** by—
 - (i) a statutory or regulatory obligation, body, or authority; or
 - (ii) a judicial or arbitration process; or
 - (iii) the regulations of a stock exchange upon which the share capital of either party is from time to time listed or dealt in; or
 - (iv) this Code;
- (e) if the **confidential information** is released to the officers, employees, directors, agents, or advisors of the party, provided that—
 - (i) the information is disseminated only on a need-to-know basis; and
 - (ii) recipients of the **confidential information** have been made fully aware of the party's obligations of confidence in relation to the information; and
 - (iii) any copies of the information clearly identify it as **confidential information**;
- (f) if the **confidential information** is released to a bona fide potential purchaser of the business or any part of the business of a party, subject to that bona fide potential purchaser having signed a confidentiality agreement enforceable by the other party in a form approved by that other party, and that approval may not be unreasonably withheld.

18 Disclosures by employees, agents, etc

To avoid doubt, a party is responsible for any unauthorised disclosure of **confidential information** made by that party's officers, employees, directors, agents, or advisors.

Pricing

19 Pricing principles

Charges that are payable by the **distributed generator** or the **distributor** must be determined in accordance with the pricing principles set out in Schedule 6.4.

Liability

20 General obligations relating to liability

- (1) If the **distributor** or the **distributed generator** breaches any of the **regulated terms** (whether by act or omission), that party is liable to the other.
- (2) The **distributed generator's** and the **distributor's** liability to each other is limited to damages for any direct loss caused by that breach.
- (3) This clause and clauses 21 to 25 do not limit the liability of either party to pay all charges and other amounts due under Part 6 of this Code or the **regulated terms**.

21 Exceptions to obligations relating to liability

- (1) Neither the **distributor** nor the **distributed generator**, nor any of its officers, employees, directors, agents, or advisors, are in any circumstances liable to the other party for—
 - (a) any indirect loss, consequential loss (including, but not limited to, incidental or special damages), loss of profit, loss of revenue (except any liability under clause 20(3)), loss of use, loss of opportunity, loss of contract, or loss of goodwill; or
 - (b) any loss resulting from the liability of the other party to another person; or
 - (c) any loss or damage incurred by the other party if, and to the extent that, this results from any breach of the **regulated terms** or any negligent action.
- (2) The **distributor** is not liable, except to the extent caused or contributed to by the **distributor** in circumstances where the **distributor** was not acting in accordance with Part 6 of this Code (including these **regulated terms**), for—
 - (a) any momentary fluctuations in the voltage or frequency of **electricity** conveyed to or from the **distributed generation's point of connection** or nonconformity with harmonic voltage and current levels; or
 - (b) any failure to convey **electricity** to the extent that—
 - (i) the failure arises from any act or omission of the **distributed generator** or other person, excluding the **distributor** and its officers, employees, directors, agents, or advisors; or
 - (ii) the failure arises from a reduced **injection** of **electricity** into the **distribution network**; or
 - (iia) the failure arises from an interruption in the conveyance of **electricity** in the **distribution network**, if the interruption was at the request of the **system**

operator or under a nationally or regionally co-ordinated response to an **electricity shortage**; or

- (iii) the failure arises from any defect or abnormal conditions in or about the **distributed generator's** premises; or
- (iv) the **distributor** was taking any action in accordance with Part 6 of this Code or the **regulated terms**; or
- (v) the **distributor** was prevented from making necessary repairs (for example, by police at an accident scene).

(3) The **distributed generator** is not liable for—

- (a) a failure to perform an obligation under these **regulated terms** caused by the **distributor's** failure to comply with the obligation; or
- (b) a failure to perform an obligation under these **regulated terms** arising from any defect or abnormal conditions in the **distribution network**.

22 Limits on liability

The maximum total liability of each party, as a result of a breach of the **regulated terms**, must not in any circumstances exceed, in respect of a single event or series of events arising from the same event or circumstance, the lesser of—

- (a) the direct damage suffered or the maximum total liability that the party bringing the claim against the other party has at the time that the event (or, in the case of a series of related events, the first of such events) giving rise to the liability occurred; or
- (b) \$1,000 per kW of **nameplate capacity maximum export power** up to a maximum of \$5 million.

23 Liability clauses do not apply to fraud, wilful breach, and breach of confidentiality

The exceptions in clause 21, and the limits on liability in clause 22, do not apply—

- (a) if the **distributor** or the **distributed generator**, or any of its officers, employees, directors, agents, or advisors, has acted fraudulently or wilfully in breach of these **regulated terms**; or
- (b) to a breach of confidentiality under clause 16 by either party.

24 [Revoked]

25 Force majeure

(1) A failure by either party to comply with or observe any provisions of these **regulated terms** (other than payment of any amount due) does not give rise to any cause of action or liability based on default of the provision if—

- (a) the failure is caused by—
 - (i) an event or circumstance occasioned by, or in consequence of, an act of God, being an event or circumstance—
 - (A) due to natural causes, directly or indirectly and exclusively without human intervention; and

(B) that could not reasonably have been foreseen or, if foreseen, could not reasonably have been resisted; or

(ii) a strike, lockout, other industrial disturbance, act of public enemy, war, blockade, insurrection, riot, epidemic, aircraft, or civil disturbance; or

(iii) the binding order or requirement of a Court, government, **local authority**, the **Rulings Panel**, or the **Authority**, and the failure is not within the reasonable control of the affected party; or

(iv) the partial or entire failure of the **injection of electricity** into the **distribution network**; or

(v) any other event or circumstance beyond the control of the party invoking this clause; and

(b) the party could not have prevented such failure by the exercise of the degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced **distributor** or **distributed generator** engaged in the same type of undertaking under the same or similar circumstances in New Zealand at the time.

(2) If a party becomes aware of a prospect of a forthcoming **force majeure event**, it must advise the other party as soon as is reasonably practicable of the particulars of which it is aware.

(3) If a party invokes this clause, it must as soon as is reasonably practicable advise the other party that it is invoking this clause and of the full particulars of the **force majeure event** relied on.

(4) The party invoking this clause must—

(a) use all reasonable endeavours to overcome or avoid the **force majeure event**; and

(b) use all reasonable endeavours to mitigate the effects or the consequences of the **force majeure event**; and

(c) consult with the other party on the performance of the obligations referred to in paragraphs (a) and (b).

(5) Nothing in subclause (4) requires a party to settle a strike, lockout, or other industrial disturbance by acceding, against its judgement, to the demands of opposing parties.

Schedule 6.2A
Regulated terms for load connections under Process 4 and Process 5 of
Schedule 6.1 when applicant is a participant

Contents

General

- 1 Contents of this Schedule
- 2 Interpretation
- 3 General obligations
 - Meters*
 - 4 Installation of meters and access to metering information
 - Access*
 - 5 Right of distributor to access applicant's premises
 - 6 Process if distributor wants to access applicant's premises
 - 7 Distributor must not interfere with applicant's equipment
 - 8 Applicant must not interfere with, and must protect, distributor's equipment
 - 9 Obligation to advise if interference with distributor's equipment or theft of electricity is discovered

Interruptions and disconnections

- 10 General obligations relating to interruptions
- 11 Circumstances allowing distributor to temporarily electrically disconnect applicant's electrical installation
- 12 Obligations if applicant's electrical installation is temporarily electrically disconnected by distributor
- 13 Adverse operating effects

Confidentiality

- 14 General obligations relating to confidentiality
- 15 When confidential information can be disclosed
- 16 Disclosures by employees, agents, etc

Liability

- 17 General obligations relating to liability
- 18 Exceptions to general obligations relating to liability
- 19 Limits on liability
- 20 Liability clauses do not apply to fraud, wilful breach, and breach of confidentiality
- 21 Force majeure

General

1 – Contents of this Schedule

This Schedule sets out the regulated terms that apply to an application to connect load using Process 4 and Process 5 in Schedule 6.1 when the applicant is a participant.

2 – Interpretation

These regulated terms must be interpreted

(a) in light of the purpose of Part 6 of this Code; and

(b) so as to give business efficacy to the relationship between the **distributor** and the **applicant** created by Part 6 of this Code.

3 General obligations

(1) The **distributor** and the **applicant** must perform all obligations under these **regulated terms** in accordance with **connection and operation standards** (where applicable).

(2) The **distributor** and the **applicant** must each **construct**, **connect**, **operate**, **test**, and **maintain** their respective equipment in accordance with—
(a) these **regulated terms**; and
(b) **connection and operation standards** (where applicable); and
(c) this Code.

(3) The **applicant** must, subject to subclause (2), **construct**, **connect**, **operate**, **test**, and **maintain** its **load** installation in accordance with—
(a) **reasonable and prudent operating practice**; and
(b) the applicable manufacturer's instructions and recommendations.

(4) The **distributor** and **applicant** must each be fully responsible for the respective facilities they own or operate.

(5) The **applicant** must seek the **distributors** approval before making any significant changes to the **load** installation, or changes to the protection settings.

(6) The **distributor** and **applicant** must each ensure that their respective facilities adequately protect each other's equipment, personnel, and other persons and their property, from damage and injury.

(7) The **applicant** must comply with any conditions specified by the **distributor** under Schedule 6.1, (or, to the extent that those conditions were the subject of a dispute under Schedule 6.1, or of negotiation during the period for negotiation of the connection contract, the conditions or other measures as finally resolved or negotiated).

(7) Where the **distributors** power quality obligations are breached for any reason due to the operation of the **load** installation, the **applicant** will resolve the power quality obligations as soon as practicable at its own cost.

Meters

4 Installation of meters and access to metering information

(1) The **applicant** will meet the **distributors** requirements for **metering** configuration.

(2) The **applicant** must give the **distributor**, at the **distributor**'s request, the interval data and cumulative data recorded by the **metering installations** at the **point of connection** at which the **applicant's load** installation is connected or is proposed to be connected.

(3) The **applicant** must—
(a) provide the data required under subclause (2) to the **distributor** within three **business days** of the request unless agreed otherwise; and
(b) deliver the data to the **distributor** in a manner agreed with the **distributor**; and
(c) format the data to comply with **EIEP3** unless an alternative format is agreed.

(4) The **metering installation** measurement and accuracy must be no more than required for a **certified metering installation** as set out in Part 10 of this Code.

Access

5 Right of distributor to access applicant's premises

(1) The ~~applicant~~ must provide the ~~distributor~~, or a person appointed by the ~~distributor~~, with safe and unobstructed access onto the ~~applicant's~~ premises at all reasonable times—

- (a) for the purpose of installing, testing, inspecting, maintaining, repairing, replacing, operating, reading, or removing any of the ~~distributor's~~ equipment and for any other purpose related to these ~~regulated terms~~; and
- (b) for the purpose of verifying ~~metering information~~; and
- (c) for the purpose of ascertaining the cause of any interference to the quality of delivery services being provided by the ~~distributor~~ to the ~~applicant~~; and
- (d) for the purpose of protecting, or preventing danger or damage to, persons or property; and
- (e) for the purposes of ~~electrically connecting or electrically disconnecting the applicant's load connection~~; and
- (f) for any other purpose relevant to either or both of
 - (i) the ~~distributor~~ connecting the ~~applicant's load~~ installation in accordance with ~~connection and operation standards~~; and
 - (ii) maintaining the integrity of the ~~distribution network~~.

(2) The rights of access conferred by these ~~regulated terms~~ are in addition to any right of access the ~~distributor~~ may have under a statute or regulation or contract.

6 Process if distributor wants to access applicant's premises

(1) The ~~distributor~~ must exercise its right of access under clause 5 by—

- (a) wherever practicable, giving to the ~~applicant~~ reasonable notice of its intention and of the purpose for which it will exercise its right of access; and
- (b) causing as little inconvenience as practicable to the ~~applicant~~ in carrying out its work; and
- (c) observing ~~reasonable and prudent operating practice~~ at all times; and
- (d) observing any reasonable security or site safety requirements that are made known to the ~~distributor~~ by the ~~applicant~~.

(2) However, the ~~distributor~~ may take all reasonable steps to gain immediate access where it reasonably believes there is immediate danger to persons or property.

7 Distributor must not interfere with applicant's equipment

(1) The ~~distributor~~ must not interfere with the ~~applicant's~~ equipment without the prior written consent of the ~~applicant~~.

(2) However, if emergency action has to be taken to protect the health and safety of persons, or to prevent damage to property, the ~~distributor~~—

- (a) may interfere with the ~~applicant's~~ equipment without prior written consent; and
- (b) must, as soon as practicable, inform the ~~applicant~~ of the occurrence and circumstances involved.

8 Applicant must not interfere with, and must protect, distributor's equipment

- (1) The applicant must not interfere with the distributor's equipment without the prior written consent of the distributor.
- (2) However, if emergency action has to be taken to protect the health and safety of persons, or to prevent damage to property, the applicant
 - (a) may interfere with the distributor's equipment without prior written consent; and
 - (b) must, as soon as practicable, inform the distributor of the occurrence and circumstances involved.
- (3) The applicant must protect the distributor's equipment against interference and damage.

9 Obligation to advise if interference with distributor's equipment or theft of electricity is discovered

- (1) If the distributor or the applicant discovers evidence of interference with the distributor's equipment, or evidence of theft of electricity, the party discovering the interference or evidence must advise the other party within 24 hours.
- (2) If interference with the distributor's equipment at the applicant's electrical installation is suspected, the distributor may itself carry out an investigation and present the findings to the applicant within a reasonable period.
- (3) The cost of the investigation
 - (a) must be borne by the applicant if it is discovered that interference by the applicant, or by its subcontractors, agents, or invitees, has occurred, or if the interference has been by a third party, and the applicant has failed to provide reasonable protection against interference to the distributor's equipment; and
 - (b) must be borne by the distributor in any other case.

Interruptions and disconnections

10 General obligations relating to interruptions

The distributor must make reasonable endeavours to ensure that the applicant's load connection is not interrupted.

11 Circumstances allowing distributor to temporarily electrically disconnect applicant's load connection

Despite clause 10, the distributor may interrupt the connection service, and may temporarily electrically disconnect the applicant's load connection in any of the following cases:

- (a) in accordance with the distributor's congestion management policy;
- (b) if reasonably necessary for planned maintenance, construction, and repairs on the distribution network;
- (c) for the purpose of protecting, or preventing danger or damage to, persons or property;
- (d) if the applicant fails to allow the distributor access as required by clause 5;
- (e) in accordance with clause 13 (adverse operating effects);
- (f) if the applicant fails to comply with the distributor's

- (i) ~~connection and operation standards~~; or
- (ii) ~~safety requirements~~.

12 Obligations if applicant's load connection is temporarily electrically disconnected by distributor

- (1) ~~The distributor must make reasonable endeavours to~~
 - (a) ~~advise the applicant before an interruption under clause 11; and~~
 - (b) ~~co-ordinate with the applicant to minimise the impact of the interruption.~~
- (2) ~~The distributor and the applicant must co-operate to restore the distribution network and the applicant's load connection to a normal operating state as soon as is reasonably practicable following the applicant's load connection being temporarily electrically disconnected.~~
- (3) ~~In the case of a forced outage, the distributor must, subject to the need to restore the distribution network, make reasonable endeavours to~~
 - (a) ~~restore service to the applicant's load installation; and~~
 - (b) ~~advise the applicant of the expected duration of the outage.~~

13 Adverse operating effects

- (1) ~~The distributor must advise the applicant as soon as is reasonably practicable if it reasonably considers that operation of the applicant's load installation may~~
 - (a) ~~adversely affect the service provided to other distribution network customers; or~~
 - (b) ~~cause damage to the distribution network or other facilities; or~~
 - (c) ~~present a hazard to a person.~~
- (2) ~~If, after receiving that advice, the applicant fails to remedy the adverse operating effect within a reasonable time, the distributor may electrically disconnect the applicant's load connection by giving reasonable notice (or without notice when reasonably necessary in the event of an emergency or hazardous situation).~~

Confidentiality

14 General obligations relating to confidentiality

- (1) ~~Each party must preserve the confidentiality of confidential information, and must not directly or indirectly reveal, report, publish, transfer, or disclose the existence of any confidential information, except as required by clause 5 of Schedule 6.1 or as permitted in clause 15.~~
- (1A) ~~The distributor may seek a confidentiality agreement between itself and the distributed generator provided that agreement does not prevent the disclosure of information in accordance with clause 5 of Schedule 6.1.~~
- (2) ~~Each party must only use confidential information for the purposes expressly permitted by these regulated terms.~~

15 When confidential information can be disclosed

~~Either party may disclose confidential information in any of the following circumstances:~~

- (a) ~~if the applicant and distributor agree in writing to the disclosure of information;~~

- (b) if disclosure is expressly provided for under these ~~regulated terms~~;
- (c) if, at the time of receipt by the party, the ~~confidential information~~ is in the public domain or if, after the time of receipt by either party, the ~~confidential information~~ enters the public domain (except where it does so as a result of a breach by either party of its obligations under this clause or a breach by any other person of that person's obligation of confidence);
- (d) if either party is required to disclose ~~confidential information~~ by
 - (i) a statutory or regulatory obligation, body, or authority; or
 - (ii) a judicial or arbitration process; or
 - (iii) the regulations of a stock exchange upon which the share capital of either party is from time to time listed or dealt in; or
 - (iv) this Code;
- (e) if the ~~confidential information~~ is released to the officers, employees, directors, agents, or advisors of the party, provided that
 - (i) the information is disseminated only on a need to know basis; and
 - (ii) recipients of the ~~confidential information~~ have been made fully aware of the party's obligations of confidence in relation to the information; and
 - (iii) any copies of the information clearly identify it as ~~confidential information~~;
- (f) if the ~~confidential information~~ is released to a bona fide potential purchaser of the business or any part of the business of a party, subject to that bona fide potential purchaser having signed a confidentiality agreement enforceable by the other party in a form approved by that other party, and that approval may not be unreasonably withheld.

16 Disclosures by employees, agents, etc

To avoid doubt, a party is responsible for any unauthorised disclosure of ~~confidential information~~ made by that party's officers, employees, directors, agents, or advisors.

Liability

17 General obligations relating to liability

- (1) If the ~~distributor~~ or the ~~applicant~~ breaches any of the ~~regulated terms~~ (whether by act or omission), that party is liable to the other.
- (2) The ~~applicant's~~ and the ~~distributor's~~ liability to each other is limited to damages for any direct loss caused by that breach.
- (3) This clause and clauses 18 to 21 do not limit the liability of either party to pay all charges and other amounts due under Part 6 of this Code or the ~~regulated terms~~.

18 Exceptions to obligations relating to liability

- (1) Neither the ~~distributor~~ nor the ~~applicant~~, nor any of its officers, employees, directors, agents, or advisors, are in any circumstances liable to the other party for
 - (a) any indirect loss, consequential loss (including, but not limited to, incidental or special damages), loss of profit, loss of revenue (except any liability under clause 17(3)), loss of use, loss of opportunity, loss of contract, or loss of goodwill; or

- (b) any loss resulting from the liability of the other party to another person; or
- (c) any loss or damage incurred by the other party if, and to the extent that, this results from any breach of the **regulated terms** or any negligent action.

(2) The **distributor** is not liable, except to the extent caused or contributed to by the **distributor** in circumstances where the **distributor** was not acting in accordance with Part 6 of this Code (including these **regulated terms**), for

- (a) any momentary fluctuations in the voltage or frequency of **electricity** conveyed to or from the **applicant's point of connection** or nonconformity with harmonic voltage and current levels; or
- (b) any failure to convey **electricity** to the extent that
 - (i) the failure arises from any act or omission of the **applicant** or other person, excluding the **distributor** and its officers, employees, directors, agents, or advisors; or
 - (ii) the failure arises from an interruption in the conveyance of **electricity** in the **distribution network**, if the interruption was at the request of the **system operator** or under a nationally or regionally co-ordinated response to an **electricity shortage**; or
 - (iii) the failure arises from any defect or abnormal conditions in or about the **applicant's premises**; or
 - (iv) the **distributor** was taking any action in accordance with Part 6 of this Code or the **regulated terms**; or
 - (v) the **distributor** was prevented from making necessary repairs (for example, by police at an accident scene).

(3) The **applicant** is not liable for

- (a) a failure to perform an obligation under these **regulated terms** caused by the **distributor's** failure to comply with the obligation; or
- (b) a failure to perform an obligation under these **regulated terms** arising from any defect or abnormal conditions in the **distribution network**.

19 Limits on liability

The maximum total liability of each party, as a result of a breach of the **regulated terms**, must not in any circumstances exceed, in respect of a single event or series of events arising from the same event or circumstance, the lesser of

- (a) the direct damage suffered or the maximum total liability that the party bringing the claim against the other party has at the time that the event (or, in the case of a series of related events, the first of such events) giving rise to the liability occurred; or
- (b) \$1,000 per kW of connected capacity up to a maximum of \$5 million.

20 Liability clauses do not apply to fraud, wilful breach, and breach of confidentiality

The exceptions in clause 18, and the limits on liability in clause 19, do not apply

- (a) if the **distributor** or the **applicant**, or any of its officers, employees, directors, agents, or advisors, has acted fraudulently or wilfully in breach of these **regulated terms**; or

(b) to a breach of confidentiality under clause 17 by either party.

21 Force majeure

(1) A failure by either party to comply with or observe any provisions of these **regulated terms** (other than payment of any amount due) does not give rise to any cause of action or liability based on default of the provision if

- (a) the failure is caused by
 - (i) an event or circumstance occasioned by, or in consequence of, an act of God, being an event or circumstance
 - (A) due to natural causes, directly or indirectly and exclusively without human intervention; and
 - (B) that could not reasonably have been foreseen or, if foreseen, could not reasonably have been resisted; or
 - (ii) a strike, lockout, other industrial disturbance, act of public enemy, war, blockade, insurrection, riot, epidemic, aircraft, or civil disturbance; or
 - (iii) the binding order or requirement of a Court, government, **local authority**, the **Rulings Panel**, or the **Authority**, and the failure is not within the reasonable control of the affected party; or
 - (iv) the partial or entire failure of the **consumption of electricity** from the **distribution network**; or
 - (v) any other event or circumstance beyond the control of the party invoking this clause; and
- (b) the party could not have prevented such failure by the exercise of the degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced **distributor** or a person similar to the **applicant** engaged in the same type of undertaking under the same or similar circumstances in New Zealand at the time.

(2) If a party becomes aware of a prospect of a forthcoming **force majeure event**, it must advise the other party as soon as is reasonably practicable of the particulars of which it is aware.

(3) If a party invokes this clause, it must as soon as is reasonably practicable advise the other party that it is invoking this clause and of the full particulars of the **force majeure event** relied on.

(4) The party invoking this clause must

- (a) use all reasonable endeavours to overcome or avoid the **force majeure event**; and
- (b) use all reasonable endeavours to mitigate the effects or the consequences of the **force majeure event**; and
- (c) consult with the other party on the performance of the obligations referred to in paragraphs (a) and (b).

(5) Nothing in subclause (4) requires a party to settle a strike, lockout, or other industrial disturbance by acceding, against its judgement, to the demands of opposing parties.

Schedule 6.2B

Prescribed terms for load connections using Processes 4 and 5 of Schedule 6.1 when applicant is not a participant

Contents

General

- 1 **Contents of this Schedule**
- 2 **Interpretation**
- 3 Application of prescribed terms to applicants
- 4 General obligations

Meters

5 Installation of meters and access to metering information

Access

6 Right of distributor to access applicant's premises
7 Process if distributor wants to access applicant's premises
8 Distributor must not interfere with applicant's equipment
9 Applicant must not interfere with, and must protect, distributor's equipment
10 Obligation to advise if interference with distributor's equipment or theft of
electricity is discovered

Interruptions and disconnections

- 11 General obligations relating to interruptions
- 12 Circumstances allowing distributor to temporarily electrically disconnect
applicant's electrical installation
- 13 Obligations if applicant's electrical installation is temporarily electrically
disconnected by distributor
- 14 Adverse operating effects

~~Confidentiality~~

- 15 General obligations relating to confidentiality
- 16 When confidential information can be disclosed
- 17 Disclosures by employees, agents, etc
- 18 Distributor may require applicant to enter into a confidentiality deed

Liability

- 19 General obligations relating to liability
- 20 Exceptions to liability
- 21 Limits on liability
- 22 Liability clauses do not apply to fraud, wilful breach, and breach of confidentiality
- 23 Force majeure affecting distributor
- 24 Force majeure affecting applicant

General

1 — Contents of this Schedule

This Schedule sets out the **prescribed terms** that apply to an application to connect load using **Process 4** and **Process 5** of Schedule 6.1.

2 Interpretation

These ~~prescribed terms~~ must be interpreted—

- (a) in light of the purpose of Part 6; and
- (b) so as to give business efficacy to the relationship between the ~~distributor~~ and the ~~applicant~~ under Part 6.

3 Application of ~~prescribed terms~~ to applicants

- (1) The ~~applicant~~ is not subject to these ~~prescribed terms~~ as it is not a ~~participant~~.
- (2) Instead, where a clause of these ~~prescribed terms~~ state that this clause applies and one or more of the events set out in that clause occurs:
 - (a) the ~~distributor~~ is not required to comply with these ~~prescribed terms~~ to the extent that the event reasonably prevents the ~~distributor~~ from carrying out its obligations under these ~~prescribed terms~~ or could cause loss or damage to the ~~distributor~~ or the ~~distributor~~'s equipment plan; and
 - (b) on the remedying of the event or at such time as that event no longer prevents the ~~distributor~~ from carrying out its obligations under these ~~prescribed terms~~ or could cause loss or damage to the ~~distributor~~ or the ~~distributor~~'s equipment or plant the ~~distributor~~ must fully comply with these terms.

4 General obligations

- (1) The ~~distributor~~ must perform all obligations under these ~~prescribed terms~~ in accordance with ~~connection and operation standards~~ (where applicable).
- (2) The ~~distributor~~ must ~~construct~~, connect, operate, test, and ~~maintain~~ its equipment in accordance with
 - (a) these ~~prescribed terms~~; and
 - (b) ~~connection and operation standards~~ (where applicable); and
 - (c) this Code.
- (3) The ~~distributor~~ is fully responsible for the facilities it owns or operates.
- (4) The ~~distributor~~ must ensure that its facilities adequately protect the ~~applicant~~'s equipment, personnel, and other persons and their property, from damage and injury.
- (5) Clause 3(2) applies if the ~~applicant~~
 - (a) does not ~~construct~~, connect, operate, test, and ~~maintain~~ its ~~load~~ installation in accordance with ~~reasonable and prudent operating practice~~ and the applicable manufacturer's instructions and recommendations;
 - (b) does not seek the ~~distributor~~'s approval before making any significant changes to the ~~load~~ installation, or changes to the protection settings;
 - (c) does not ensure that its ~~load~~ installation adequately protect the ~~distributor~~'s equipment, personnel, and other persons and their property, from damage and injury;
 - (d) does not comply with any conditions specified by the ~~distributor~~ under Schedule 6.1 (or, to the extent that those conditions were the subject of a dispute under Schedule 6.1, or of negotiation during the period for negotiation of the connection contract, the conditions or other measures as finally resolved or negotiated); and

(e) does not resolve, as soon as practicable at its own cost, the operation of its ~~load~~ installation if it breaches a ~~distributor~~'s power quality obligations.

Meters

5 Installation of meters and access to metering information

(1) Clause 3(2) applies if the ~~applicant~~

- (a) does not meet the ~~distributor~~'s requirements for ~~metering~~ configuration
- (b) does not give the ~~distributor~~, at the ~~distributor~~'s request, the interval data and cumulative data recorded by the ~~metering installations~~ at the ~~point of connection~~ at which the ~~applicant~~'s ~~load~~ is connected or is proposed to be connected
 - (i) within three ~~business days~~ of the request unless agreed otherwise; and
 - (ii) in a manner agreed with the ~~distributor~~; and
 - (iii) formatted to comply with ~~EIEP3~~ unless an alternative format is agreed; and

(2) The ~~metering installation~~ measurement and accuracy for the purposes of clause (1) may be no more than required for a ~~metering installation~~ that is a ~~certified metering installation~~ as set out in Part 10 of this Code.

Access

6 Right of distributor to access applicant's premises

(1) Clause 3(2) applies if the ~~applicant~~

- (a) does not provide the ~~distributor~~, or a person appointed by the ~~distributor~~, with safe and unobstructed access onto the ~~applicant~~'s premises at all reasonable times for the purpose of
 - (i) installing, testing, inspecting, maintaining, repairing, replacing, operating, reading, or removing any of the ~~distributor~~'s equipment and for any other purpose related to these ~~prescribed terms~~:
 - (ii) verifying ~~metering information~~:
 - (iii) ascertaining the cause of any interference to the quality of delivery services being provided by the ~~distributor~~ to the ~~applicant~~:
 - (iv) protecting, or preventing danger or damage to, persons or property;
 - (v) ~~electrically connecting or electrically disconnecting the applicant's load connection~~; and
 - (vi) for any other purpose relevant to either or both of
 - (i) the ~~distributor~~ connecting the ~~applicant's load~~ installation in accordance with ~~connection and operation standards~~; and
 - (ii) maintaining the integrity of the ~~distribution network~~.

(2) The rights of access conferred by these ~~prescribed terms~~ are in addition to any right of access the ~~distributor~~ may have under a statute or regulation or contract.

7 Process if distributor seeks to access applicant's premises

(1) The ~~distributor~~ must exercise its right of access under clause 5 by,

- (a) wherever practicable, giving the ~~applicant~~ reasonable notice of its intention and of the purpose or purposes for which it seeks to exercise its right of access; and
- (b) causing as little inconvenience as practicable to the ~~applicant~~; and
- (c) observing ~~reasonable and prudent operating practice~~ at all times; and
- (d) observing any reasonable security or site safety requirements that the ~~applicant~~ makes known to the ~~distributor~~ before the ~~distributor~~ accesses the ~~applicant's~~ premises.

8 Distributor must not interfere with applicant's equipment

- (1) The ~~distributor~~ must not interfere with the ~~applicant's~~ equipment without the prior written consent of the ~~applicant~~.
- (2) The ~~distributor~~ may take all reasonable steps to gain immediate access if it reasonably believes there is immediate danger to persons or property.
- (3) The ~~distributor~~ is not liable if the ~~applicant~~ stops the ~~distributor~~ from taking emergency action to protect the health and safety of persons, or to prevent damage to property.
- (4) If action is taken under subclause (2), the ~~distributor~~ must, as soon as practicable, inform the ~~applicant~~ of the occurrence and circumstances involved.

9 Applicant must not interfere with, and must protect, distributor's equipment

- (1) The ~~distributor~~ is not required to comply with these prescribed terms if the ~~applicant~~
 - (a) interferes with the ~~distributor's~~ equipment without the prior written consent of the ~~distributor~~, unless
 - (i) that action has been taken to protect the health and safety of persons; or
 - (ii) or to prevent damage to property; and
 - (b) if subclause (1)(a) applies, has not informed the ~~distributor~~ of the occurrence and circumstances involved as soon as practicable; and
 - (c) has failed to protect the ~~distributor's~~ equipment against interference and damage.

10 Obligation to advise if interference with distributor's equipment or theft of electricity is discovered

- (1) The ~~distributor~~ must inform the ~~applicant~~ within 24 hours of discovering evidence of interference with the ~~distributor's~~ equipment, or evidence of theft of ~~electricity~~.
- (2) Clause 3(2) applies if the ~~applicant~~
 - (a) discovers evidence of interference with the ~~distributor's~~ equipment, or evidence of theft of ~~electricity~~ and does not advise the ~~distributor~~ within 24 hours under subclause (1); and
 - (b) does not allow the ~~distributor~~ to carry out an investigation if interference with the ~~distributor's~~ equipment at the ~~applicant's~~ electrical installation is suspected
- (3) The ~~distributor~~ is not required to bear the costs if it is discovered that interference by the ~~applicant~~, or by its subcontractors, agents, or invitees, has occurred, or if the interference has been by a third party, and the ~~applicant~~ has failed to provide reasonable protection against interference to the ~~distributor's~~ equipment.

- (4) The ~~distributor~~ must bear the costs in any other case than that specified in subclause (3) above.
- (5) The ~~distributor~~ must present the findings of an investigation to the ~~applicant~~ within a reasonable period after receiving the findings of the investigation.

Interruptions and disconnections

11 General obligations relating to interruptions

The ~~distributor~~ must make reasonable endeavours to ensure that the ~~applicant's load~~ connection is not interrupted.

12 Circumstances allowing distributor to temporarily electrically disconnect applicant's load connection

- (1) Despite clause 11, clause 3(2) applies if the ~~applicant~~ does not allow the ~~distributor~~ to interrupt or temporarily electrically disconnect the ~~applicant's load~~ connection in any of the following cases—
 - (a) in accordance with the ~~distributor's congestion management policy~~;
 - (b) if reasonably necessary for planned ~~maintenance, construction~~, and repairs on the ~~distribution network~~;
 - (c) for the purpose of protecting, or preventing danger or damage to, persons or property;
 - (d) if the ~~applicant~~ fails to allow the ~~distributor~~ access as required by clause 6;
 - (e) in accordance with clause 14;
 - (f) if the ~~applicant~~ fails to comply with the ~~distributor's~~—
 - (i) ~~connection and operation standards~~; or
 - (ii) safety requirements.

13 Obligations if applicant's load connection is temporarily electrically disconnected by distributor

- (1) The ~~distributor~~ must make reasonable endeavours to—
 - (a) advise the ~~applicant~~ before an interruption under clause 12; and
 - (b) co-ordinate with the ~~applicant~~ to minimise the impact of the interruption.
- (2) The ~~distributor~~ must co-operate with the ~~applicant~~ to restore the ~~distribution network~~ and the ~~applicant's load~~ connection to a normal operating state as soon as is reasonably practicable following the ~~applicant's load~~ connection being temporarily electrically disconnected.
- (3) In the case of a forced outage, the ~~distributor~~ must, subject to the need to restore the ~~distribution network~~, make reasonable endeavours to—
 - (a) restore service to the ~~applicant's load~~ installation; and
 - (b) advise the ~~applicant~~ of the expected duration of the outage.

14 Adverse operating effects

- (1) The ~~distributor~~ must advise the ~~applicant~~ as soon as is reasonably practicable if it reasonably considers that operation of the ~~applicant's load~~ installation may—
 - (a) adversely affect the service provided to other ~~distribution network~~ customers; or

- (b) cause damage to the ~~distribution network~~ or other facilities; or
- (c) present a hazard to a person.

(2) The ~~distributor~~ is not liable if

- (a) after receiving advice under subclause (1), the ~~applicant~~ fails to remedy the adverse operating effect within a reasonable time, and;
- (b) if the adverse operating effects persist, the ~~applicant~~ does not give written consent to the ~~distributor~~ to ~~electrically disconnect~~ the ~~applicant's load~~ connection after giving reasonable notice (or without notice when reasonably necessary in the event of an emergency or hazardous situation).

Confidentiality

15 General obligations relating to confidentiality

(1) The ~~distributor~~ must preserve the confidentiality of ~~confidential information~~, and must not directly or indirectly reveal, report, publish, transfer, or disclose the existence of any ~~confidential information~~, except as required by clause 5 of Schedule 6.1 or as permitted in clause 15, and must only use ~~confidential information~~ for the purposes expressly permitted by these ~~prescribed terms~~.

(2) Clause 3(2) applies if the ~~applicant~~ fails to preserve the confidentiality of ~~confidential information~~, and does not directly or indirectly reveal, report, publish, transfer, or disclose the existence of any ~~confidential information~~, except as permitted in Schedule 6.1 and clause 16, and uses ~~confidential information~~ for the purposes expressly permitted by these ~~prescribed terms~~.

16 When confidential information can be disclosed

(1) The ~~distributor~~ may disclose ~~confidential information~~ in any of the following circumstances:

- (a) if the ~~applicant~~ agrees in writing to the disclosure of information;
- (b) if disclosure is expressly required under these ~~prescribed terms~~;
- (c) if the ~~confidential information~~ is in the public domain or if, after the time of receipt by the ~~distributor~~ or ~~applicant~~, the ~~confidential information~~ enters the public domain (except where it does so as a result of a breach by the ~~distributor~~ of its obligations under this clause or a breach by any other person of the ~~distributor's obligation of confidence~~);
- (d) if the ~~distributor~~ is required to disclose ~~confidential information~~ by
 - (i) a statutory or regulatory obligation, body, or authority; or
 - (ii) a judicial or arbitration process; or
 - (iii) the regulations of a stock exchange upon which the share capital of the ~~distributor~~ is from time to time listed or dealt in; or
 - (iv) this Code;
- (e) if the ~~confidential information~~ is released to the officers, employees, directors, agents, or advisors of the ~~distributor~~, provided that
 - (i) the information is disseminated only on a need to know basis; and

- (ii) recipients of the **confidential information** have been made fully aware of the **distributor**'s obligations of confidence in relation to the information; and
- (iii) any copies of the information clearly identify it as **confidential information**;
- (f) if the **confidential information** is released to a bona fide potential purchaser of the business or any part of the business of a **distributor**, subject to that bona fide potential purchaser having signed a confidentiality agreement enforceable by the **distributor** in a form approved by the **applicant**, and that approval may not be unreasonably withheld.

(2) Clause 15(2) does not apply if the **applicant**

- (a) discloses **confidential information** with the **distributor**'s written consent; and
- (b) discloses **confidential information** in accordance with these **prescribed terms**; and
- (c) discloses **confidential information** if required to do so by
 - (i) a statutory or regulatory obligation, body, or authority; or
 - (ii) a judicial or arbitration process; or
 - (iii) the regulations of a stock exchange upon which the share capital of the **applicant** is from time to time listed or dealt in; or
 - (iv) this Code; and
- (e) discloses **confidential information** to the officers, employees, directors, agents, or advisors of the party, and
 - (i) disseminates the information on a need to know basis; and
 - (ii) makes the recipients of the **confidential information** fully aware of the party's obligations of confidence in relation to the information; and
 - (iii) marks any copies of the information clearly as **confidential information**; and
- (f) releases the **confidential information** to a bona fide potential purchaser of the business or any part of the business of the **applicant**, subject to that bona fide potential purchaser having signed a confidentiality agreement enforceable by the **applicant** and approved by the **distributor**, and that approval may not be unreasonably withheld.

17 Disclosures by employees, agents, etc

To avoid doubt, a **distributor** is responsible for any unauthorised disclosure of **confidential information** made by its officers, employees, directors, agents, or advisors.

18 Distributor may require applicant to enter into a confidentiality deed

- (1) The **distributor** may require the **applicant** to enter into a confidentiality deed on reciprocal terms to those set out in clauses 15 and 17 that apply to the **distributor** and

subject to equivalent exceptions to those set out in clause 16.

- (2) The confidentiality deed may not prevent the disclosure of information in accordance with clause 5 of Schedule 6.1.
- (3) If the ~~applicant~~ does not enter into a confidentiality deed as required by the ~~distributor~~, acting reasonably, the ~~distributor~~ is not required to comply with these prescribed terms.

Liability

19 General obligations relating to liability

- (1) If the ~~distributor~~ breaches any of the ~~prescribed terms~~ (whether by act or omission), it is liable to the ~~applicant~~.
- (2) The ~~distributor~~'s liability to the ~~applicant~~ is limited to damages for any direct loss caused by the ~~distributor~~'s breach.
- (3) This clause and clauses 20 to 22 do not limit the liability of the ~~distributor~~ to pay all charges and other amounts due under Part 6 of this Code or the ~~prescribed terms~~.
- (4) As the ~~applicant~~ is not a ~~participant~~, it is not liable to the ~~distributor~~ for any breach of these ~~prescribed terms~~ but the ~~prescribed terms~~ do not prevent the ~~distributor~~ from claiming liability under any other cause of action.

20 Exceptions to obligations relating to liability

- (1) Neither the ~~distributor~~, nor any of its officers, employees, directors, agents, or advisors, are in any circumstances liable to the ~~applicant~~ for
 - (a) any indirect loss, consequential loss (including, but not limited to, incidental or special damages), loss of profit, loss of revenue (except any liability under clause 19(3)), loss of use, loss of opportunity, loss of contract, or loss of goodwill; or
 - (b) any loss resulting from the liability of the ~~distributor~~ to another person; or
 - (c) any loss or damage incurred by the ~~applicant~~ if, and to the extent that, this results from any failure by the ~~applicant~~ to take an action set out in these ~~prescribed terms~~ or any negligent action by the ~~applicant~~.
- (2) The ~~distributor~~ may not hold the ~~applicant~~, nor any of its officers, employees, directors, agents, or advisors, are in any circumstances liable to the ~~distributor~~ for
 - (a) any indirect loss, consequential loss (including, but not limited to, incidental or special damages), loss of profit, loss of revenue (other than any charges or other amounts due under Part 6 of this Code), loss of use, loss of opportunity, loss of contract, or loss of goodwill; or
 - (b) any loss resulting from the liability of the ~~applicant~~ to another person; or
 - (c) any loss or damage incurred by the ~~distributor~~ if, and to the extent that, this results from any breach of the ~~prescribed terms~~ or any negligent action by the ~~distributor~~.
- (3) The ~~distributor~~ is not liable, except to the extent caused or contributed to by the ~~distributor~~ in circumstances where the ~~distributor~~ was not acting in accordance with Part 6 of this Code (including these ~~prescribed terms~~), for

- (a) any momentary fluctuations in the voltage or frequency of electricity conveyed to or from the **applicant's point of connection** or nonconformity with harmonic voltage and current levels; or
- (b) any failure to convey electricity to the extent that
 - (i) the failure arises from any act or omission of the **applicant** or other person, excluding the **distributor** and its officers, employees, directors, agents, or advisors; or
 - (ii) the failure arises from an interruption in the conveyance of electricity in the **distribution network**, if the interruption was at the request of the **system operator** or under a nationally or regionally co-ordinated response to an **electricity shortage**; or
 - (iii) the failure arises from any defect or abnormal conditions in or about the **applicant's premises**; or
 - (iv) the **distributor** was taking any action in accordance with Part 6 of this Code or the **prescribed terms**; or
 - (v) the **distributor** was prevented from making necessary repairs (for example, by police at an accident scene).
- (4) The **distributor** cannot hold the **applicant** liable for
 - (a) any event caused by the **distributor's** failure to comply with an obligation under these **prescribed terms**; or
 - (b) any event arising from any defect or abnormal conditions in the **distribution network**.

21 Limits on liability

- (1) The maximum total liability of the **distributor**, as a result of a breach of the **prescribed terms**, must not in any circumstances exceed, in respect of a single event or series of events arising from the same event or circumstance, the lesser of
 - (a) the direct damage suffered or the maximum total liability that the **applicant** has at the time that the event (or, in the case of a series of related events, the first of such events) giving rise to the liability occurred; or
 - (b) \$1,000 per kW of capacity up to a maximum of \$5 million.
- (2) The **distributor** may not hold the **applicant** liable, as a result of any matter arising in relation to the provision of services by the **distributor** to the **applicant** under these **prescribed terms**, for any amount exceeding, in any circumstances, in respect of a single event or series of events arising from the same event or circumstance, the lesser of
 - (a) the direct damage suffered or the maximum total liability that the **distributor** has at the time that the event (or, in the case of a series of related events, the first of such events) giving rise to the liability occurred; or
 - (b) \$1,000 per kW of capacity up to a maximum of \$5 million.

22 Liability clauses do not apply to fraud, wilful breach, and breach of confidentiality

The exceptions in clause 20, and the limits on liability in clause 21, do not apply

- (a) if the ~~distributor~~ or the ~~applicant~~, or any of their officers, employees, directors, agents, or advisors, has acted fraudulently; or
- (b) the ~~distributor~~ has acted wilfully in breach of these ~~prescribed terms~~; or
- (c) the ~~applicant~~ has wilfully acted in a manner to cause loss to the ~~distributor~~; or
- (d) to a breach of confidentiality under clause 15 by the ~~distributor~~ or of any ~~confidentiality deed~~ required by the ~~distributor~~ under clause 17; or
- (e) any of the events in clauses 15(2) have occurred.

23 Force majeure affecting distributor

- (1) A failure by the ~~distributor~~ to comply with or observe any provisions of these ~~prescribed terms~~ (other than payment of any amount due) does not give rise to any cause of action or liability based on default of the provision if
 - (a) the failure is caused by
 - (i) an event or circumstance occasioned by, or in consequence of, an act of God, being an event or circumstance
 - (A) due to natural causes, directly or indirectly and exclusively without human intervention; and
 - (B) that could not reasonably have been foreseen or, if foreseen, could not reasonably have been resisted; or
 - (ii) a strike, lockout, other industrial disturbance, act of public enemy, war, blockade, insurrection, riot, epidemic, aircraft, or civil disturbance; or
 - (iii) the binding order or requirement of a Court, government, ~~local authority~~, the **Rulings Panel**, or the **Authority**, and the failure is not within the reasonable control of the affected party; or
 - (iv) the partial or entire failure of the ~~consumption of electricity~~ from the ~~distribution network~~; or
 - (v) any other event or circumstance beyond the control of the party invoking this clause; and
 - (b) the ~~distributor~~ could not have prevented such failure by the exercise of the degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced ~~distributor~~ or ~~applicant~~ engaged in the same type of undertaking under the same or similar circumstances in New Zealand at the time.
- (2) If the ~~distributor~~ becomes aware of a prospect of a forthcoming **force majeure event**, it must advise the ~~applicant~~ as soon as is reasonably practicable of the particulars of which it is aware.
- (3) If the ~~distributor~~ invokes this clause, it must as soon as is reasonably practicable advise the ~~applicant~~ that it is invoking this clause and of the full particulars of the **force majeure event** relied on.
- (4) The ~~distributor~~ must
 - (a) use all reasonable endeavours to overcome or avoid the **force majeure event**; and
 - (b) use all reasonable endeavours to mitigate the effects or the consequences of the **force majeure event**; and

- (e) consult with the ~~applicant~~ on the performance of the obligations referred to in paragraphs (a) and (b).
- (5) Nothing in subclause (4) requires the ~~distributor~~ to settle a strike, lockout, or other industrial disturbance by acceding, against its judgement, to the demands of opposing parties.

24 Force majeure affecting applicant

- (1) A failure by the ~~applicant~~ to carry out any action (other than payment of any amount due) does not excuse the ~~distributor~~ from compliance with these ~~prescribed terms~~ or give rise to any cause of action or liability against the ~~applicant~~ based on default if
 - (a) the failure is caused by
 - (i) an event or circumstance occasioned by, or in consequence of, an act of God, being an event or circumstance
 - (A) due to natural causes, directly or indirectly and exclusively without human intervention; and
 - (B) that could not reasonably have been foreseen or, if foreseen, could not reasonably have been resisted; or
 - (ii) a strike, lockout, other industrial disturbance, act of public enemy, war, blockade, insurrection, riot, epidemic, aircraft, or civil disturbance; or
 - (iii) the binding order or requirement of a Court, government, ~~local authority~~, the **Rulings Panel**, or the **Authority**, and the failure is not within the reasonable control of the affected party; or
 - (iv) the partial or entire failure of the ~~consumption of electricity~~ from the ~~distribution network~~; or
 - (v) any other event or circumstance beyond the control of the party invoking this clause; and
 - (b) the ~~applicant~~ could not have prevented such failure by the exercise of the degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced person similar to the ~~applicant~~ and engaged in the same type of undertaking under the same or similar circumstances in New Zealand at the time.
- (2) This clause does not apply unless:
 - (a) the ~~applicant~~ advises the ~~distributor~~ as soon as is reasonably practicable of the particulars of any forthcoming **force majeure event** that it is aware of; and
 - (b) as soon as is reasonably practicable advises the ~~distributor~~ of any **force majeure event** that it wishes to rely on occurs and of the full particulars of the **force majeure event**.
 - (c) The ~~applicant~~
 - (i) uses all reasonable endeavours to overcome or avoid the **force majeure event**; and
 - (ii) uses all reasonable endeavours to mitigate the effects or the consequences of the **force majeure event**; and
 - (iii) consults with the ~~distributor~~ on the performance of the obligations referred to in paragraphs (a) and (b).

(3) Nothing in subclause (2) requires the ~~applicant~~ to settle a strike, lockout, or other industrial disturbance by acceding, against its judgement, to the demands of opposing parties

DRAFT

Schedule 6.3 Default dispute resolution process

cl 6.8

Contents

- 1 Application of this schedule
- 2 Notice of dispute
- 3 Complaints
- 4 Application of pricing principles to disputes
- 5 Orders that Rulings Panel can make

1 Application of this Schedule

This Schedule applies in accordance with clause 6.8.

2 Notice of dispute

- (1) A party must give written notice to the other party of the dispute.
- (2) The parties must attempt to resolve the dispute with each other in good faith.
- (3) If the parties are unable to resolve the dispute, either party may complain in writing to the **Authority**.

3 Complaints

- (1) A complaint made under clause 2(3) must be treated as if it were a notification given under regulations made under section 112 of the **Act**.
- (2) The following provisions apply to the complaint:
 - (a) sections 53-62 of the **Act**; and
 - (b) the Electricity Industry (Enforcement) Regulations 2010 except regulations 5, 6, 7, 9, 17, 51 to 75, and subpart 2 of Part 3.
- (3) Those provisions apply—
 - (a) to the dispute that is the subject of the complaint in the same way as those provisions apply to a notification of an alleged breach of this Code; and
 - (b) as if references to a **participant** in those provisions were references to a party under Part 6 of this Code; and
 - (c) with any further modifications that the **Authority** or the **Rulings Panel**, as the case may be, considers necessary or desirable for the purpose of applying those provisions to the complaint.

4 Application of pricing principles to disputes

- (1) The **Authority** and the **Rulings Panel** must apply the **distributed generation** pricing principles set out in Schedule 6.4 to determine any connection charges payable in respect of connections of **distributed generation**.
- (2) Subclause (1) applies if—
 - (a) there is a dispute under Part 6 of this Code; and

- (b) in the opinion of the **Authority** or the **Rulings Panel** it is necessary or desirable to apply subclause (1) in order to resolve the dispute.

5 Orders that Rulings Panel can make

If a complaint is referred to it, the **Rulings Panel** may make any order, or take any action, that it is able to make or take in accordance with section 54 of the **Act**.

DRAFT

Schedule 6.4

Distributed generation pricing principles

cl 6.9

- 1 This Schedule sets out the pricing principles to be applied for the purposes of Part 6 of this Code in accordance with clause 6.9 (which relates to clause 19 of Schedule 6.2 and clause 4 of Schedule 6.3).
- 2 The pricing principles are as follows:

*Charges to be based on recovery of reasonable costs incurred by **distributor** as a result of connecting the distributed generator and to comply with connection and operation standards within the distribution network, and must include consideration of any identifiable avoided or avoidable costs*

- (a) subject to paragraph (i), connection charges in respect of **distributed generation** must not exceed the **incremental costs** of providing connection services to the **distributed generation**:
- (b) when calculating **incremental costs**, any costs that cannot be calculated must be estimated with reference to reasonable estimates of how the **distributor**'s capital investment decisions and operating costs would differ, in the future, with and without the generation:
- (c) estimated costs may be adjusted ex post. Ex-post adjustment involves calculating, at the end of a period, what the actual costs incurred by the **distributor** as a result of the **distributed generation** being **electrically connected** to the **distribution network** were and deducting the costs that would have been incurred had the generation not been **electrically connected**. In this case, if the costs differ from the costs charged to the **distributed generator**, the **distributor** must advise the **distributed generator** and recover or refund those costs after they are incurred (unless the **distributor** and the **distributed generator** agree otherwise):

Capital and operating expenses

- (d) if costs include distinct capital expenditure, such as costs for a significant **asset** replacement or upgrade, the connection charge attributable to the **distributed generator**'s actions or proposals is payable by the **distributed generator** before the **distributor** has committed to incurring those costs. When making reasonable endeavours to facilitate connection, the **distributor** is not obliged to incur those costs until that payment has been received:
- (e) if **incremental costs** are negative, the **distributed generator** is deemed to be providing network support services to the **distributor**, and may invoice the **distributor** for this service and, in that case, the **distributed generator** must comply with all relevant obligations (for example, obligations under Part 6 of this Code and in respect of tax):

- (f) if costs relate to ongoing or periodic operating expenses, such as costs for routine **maintenance**, the connection charge attributable to the **distributed generator's** actions or proposals may take the form of a periodic charge;
- (g) *[Revoked]*
- (h) after the connection of the **distributed generation**, the **distributor** may review the connection charges payable by a **distributed generator** not more than once in any 12-month period. Following a review, the **distributor** must advise the **distributed generator** in writing of any change in the connection charges payable, and the reasons for any change, not less than 3 three months before the date the change is to take effect:

Share of generation-driven costs

- (i) if multiple **distributed generators** are sharing an investment, the portion of costs payable by any +one **distributed generator**—
 - (i) must be calculated so that the charges paid or payable by each **distributed generator** take into account the relative expected peak of each **distributed generator's** injected generation; and
 - (ii) may also have regard to the percentage of **assets** that will be used by each **distributed generator**, the percentage of **distribution network capacity** used by each **distributed generator**, the relative share of expected maximum combined peak output, and whether the combined peak generation is coincident with the peak **load** on the **distribution network**:
- (j) in order to facilitate the calculation of equitable connection charges under paragraph (i), the **distributor** must make and retain adequate records of investments for a period of 60 months, provide the rationale for the investment in terms of facilitating **distributed generation**, and indicate the extent to which the associated costs have been or are to be recovered through generation connection charges:

Repayment of previously funded investment

- (k) if a **distributed generator** has paid connection charges that include (in part) the cost of an investment that is subsequently shared by other **distributed generators**, the **distributor** must refund to the **distributed generator** all connection charges paid to the **distributor** under paragraph (i) by other **distributed generators** in respect of that investment;
- (l) if there are multiple prior **distributed generators**, a refund to each **distributed generator** referred to in paragraph (k) must be provided in accordance with the expected peak of that **distributed generator's** injected generation over a period of time agreed between the **distributed generator** and the **distributor**. The refund—

- (i) must take into account the relative expected peak of each **distributed generator**'s injected generation; and
- (ii) may also have regard to the percentage of **assets** that will be used by each **distributed generator**, the percentage of **distribution network capacity** used by each **distributed generator**, the relative share of expected maximum combined peak output, and whether the combined peak generation is coincident with the peak **load** on the **distribution network**:
- (m) no refund of previous payments from the **distributed generator** referred to in paragraph (k) is required after a period of 36 months from the initial connection of that **distributed generator**:

Non-firm connection service

- (n) to avoid doubt, nothing in Part 6 of this Code creates any **distribution network capacity** or property rights in any part of the **distribution network** unless these are specifically contracted for. **Distributors** must **maintain** connection and **lines** services to **distributed generators** in accordance with their **connection and operation standards**.

2A [Revoked]

2B [Revoked]

2C [Revoked]

3 [Revoked]

4 [Revoked]

Schedule 6.5
Prescribed maximum fees

cls 2(4), 7(5), 11(4), and 22(5) of Sch 6.1

1 *[Revoked]*

2 A **distributor** may require the payment of fees for any of the following activities prescribed under Part 6 of this Code to the maximum fee specified in the column opposite that activity:

Description of fee	\$ (exclusive of GST)
Part <u>Process 1</u> of Schedule 6.1 application	
Application fee under clause 2 <u>(2)</u> (c) of Appendix 1	310
Fee for observation of testing and inspection under clause 7(5) of Appendix 1	90
Part <u>Process 1A</u> of Schedule 6.1 application	
Application fee under clause 9 <u>B</u> 2(2)(c) <u>of Appendix 1A</u>	140
Fee for inspection under clause 9 <u>C</u> 3(3) <u>of Appendix 1A</u>	80
Deficiency fee under clause 9 <u>E</u> 5(4) <u>of Appendix 1A</u>	110
Part <u>Process 2</u> and <u>Process 3</u> of Schedule 6.1 applications	
Application fee for distributed generation with nameplate capacity of more than 10 kW but less than 100 kW <u>under clause 11(2)</u>	770
Application fee for distributed generation with nameplate capacity of 100 kW or more in total but less than 1 MW <u>under clause 11(2)</u>	1,540

Appendix A – Electricity Industry Participation Code 2010 (redlined)
Schedule 6.5

Application fee for distributed generation with nameplate capacity of 1 MW or more under clause 11(2)	7,690
Fee for observation of testing and inspection of distributed generation with nameplate capacity of more than 10 kW but less than 100 kW under clause 22	180
Fee for observation of testing and inspection of distributed generation with nameplate capacity of 100 kW or more under clause 22	1,850

DRAFT