

# Guide to Connection related fees and terms and conditions

NT NER S5.10

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# Introduction

## Background

Power and Water Corporation (**Power and Water**) operates the electricity Transmission Network in the Northern Territory. Power and Water publishes this document as a guide to Connection enquiry and Application to Connect fees, pursuant to Schedule 5.10 of the National Electricity Rules (Northern Territory) (**NT NER**).

Capitalised terms used in these terms and conditions have the meaning given to them in the National NT NER, unless the context requires otherwise.

## Version history

Version	Date	Comments
<b>V1.0</b>	1 July 2024	Initial version for publishing

## Disclaimer

This document may be regularly updated. Persons not on a Power and Water distribution list should not assume that this document is the latest version.

The only up-to-date version is that located on Power and Water's web site.

Power and Water disclaims all liability for errors or omissions of any kind whatsoever (whether negligent or otherwise) for damage or loss arising from the use or reliance upon the information contained in this document.

# Connection related fees

Fees apply for Power and Water to prepare a Detailed Response to a Connection enquiry, to investigate an Application to Connect and prepare the associated offer to Connect, and for other services.

Power and Water's fees for these services, which are set out below in Table 1, take effect from 1 July 2024. Whether the Connection enquiry response is considered standard or complex is determined by factors such as Plant, location of a Connection Point, and/or system capacity. Power and Water reserves the right to review and amend the fees at any time without notice.

Service	Indicative Fee (ex GST)	Activities
<b>Connection enquiry – Detailed Response (standard)</b>	\$50,000	Includes preparation of technical scope, interface specification, network capability and indicative estimate of operation and maintenance cost for any Identified User Shared Assets (IUSA) and/or Designated Network Assets (DNA)
<b>Connection enquiry – Detailed Response (complex)</b>	\$80,000	
<b>Connection Application – generation</b>	\$750,000	Includes negotiation of commercial and legal terms to be reflected in the contracts, preparation of scope and estimate, negotiation and finalisation of Performance Standards
<b>Connection Application – load</b>	\$660,000	As above. The lower connection application fee recognises less analysis is required to negotiate and finalise Performance Standards
<b>Other services<sup>1</sup></b>	POA	

Table 1: Connection enquiry and Connection Application fees

<sup>1</sup>Other services include asset relocations and preliminary works related to environmental and development approvals, and commissioning costs.

## Validity of a Detailed Response

A Detailed Response is valid for 12 months from the date Power and Water issues it to the Connection Applicant provided no material change has occurred which invalidates the Connection enquiry.

A material change will have occurred if there has been an adjustment or change to any of the following:

1. Customer's Connection Point capacity
2. Voltage level
3. Connection Point location
4. A major project on the Transmission Network meets the threshold of a Considered Project under the NT NER
5. Project scope

If the validity period has expired or a material change occurs, the Connection Applicant may submit a new Connection enquiry and additional fees may apply.

# Terms and Conditions – Connection enquiry responses

By paying any of the Connection enquiry fees in Table 1, Connection Applicants will be taken to have agreed to the following terms and conditions:

## Limit on Power and Water's liability

- To the maximum extent permitted by law, Power and Water's liability arising from its response to a Connection enquiry is limited to the value of the applicable fee.

## Payment terms

- Fees are subject to exclusions set out below
- Fees are payable in full before provision of the service commences
- Terms of payment are 30 business days.

## Termination

- A Connection Applicant may terminate its Connection enquiry at anytime.

## Intellectual property

- Power and Water retains its intellectual property used in the Connection process and all intellectual property developed during the Connection process vests in Power and Water. The Connection Applicant must execute such documents or instruments, and do all other things reasonably required by Power and Water to protect Power and Water's intellectual property.
- The Connection Applicant is granted a single use licence for any information provided by Power and Water as part of a response to a Connection enquiry, offer to Connect or as part of other services.
- The Connection Applicant must not, and must ensure that its personnel, contractors and agents do not, use Power and Water's trademarks and brands without Power and Water prior consent, nor do anything that may adversely affect the goodwill, value or distinctiveness of Power and Water's trademarks and brands.

## Exclusions

- Fees reflect work carried out by Power and Water only.
- Testing, witnessing and commissioning costs incurred during construction and energisation are not covered by the Connection Application fee and will be included as applicable in the Connection Agreement between Power and Water and the Connection Applicant.
- Any changes in scope or design, including review of additional work undertaken by the Connection Applicant, are not covered by the Connection enquiry or Connection Application fees.
- Activities undertaken in addition to the work plan reflected in the fee calculated for provision of other services will be charged separately, on a fee for service basis.

## Confidentiality

- In accordance with clause 5.3.8 of the NT NER, the information contained in Power and Water's response to a Connection enquiry is confidential information and must not be disclosed to a third party, except as permitted under the NT NER.
- The Connection Applicant may also be required to enter into a non-disclosure agreement with Power and Water on terms and conditions to be determined at the time.

## Assignment

- The Connection Applicant may not assign any Connection enquiry, Connection enquiry response (including any Detailed Response), to any third party.

## Governing law

- These terms and conditions are to be interpreted in accordance with the laws of the Northern Territory.

# Terms and Conditions – Connection Application

The terms and conditions of a Connection Application are covered in the Connection Processing Agreement, published on Power and Water's website.

## Contact

Senior Manager Power Services  
Network Planning & Design

[powerwater.com.au](http://powerwater.com.au)

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