



## Connection Agreement (Transmission Connection) – Details

<b>Agreement Name/No.</b>	[insert contract name or number]
<b>Customer</b>	<p><b>[insert name]</b></p> <p><b>[address]</b></p> <p><b>ABN [insert]</b></p> <p><b>Tel: [insert]</b></p>
<b>Network Services Provider</b>	<p><b>[insert name]</b></p> <p><b>[address]</b></p> <p><b>ABN [insert]</b></p> <p><b>Tel: [insert]</b></p>
<b>Term</b>	The initial Term is <b>[insert]</b> years.
<b>Services (GC 3)</b>	<p>The Network Services Provider will provide the Services as defined in General Condition 3.</p> <p>Additional Services to be provided are set out in Schedule 2.</p>
<b>Charges (GC 6)</b>	The Customer will pay the Charges as defined in General Condition 6 and detailed in Schedule 3.
<b>Metering (GC 10)</b>	<p><b>[The Network Services Provider]</b> is the Responsible Person for Metering in accordance with the Rules.</p> <p>The obligations of the parties in respect of Metering are set out in Schedule 6.</p>
<b>Commencement Date</b>	<p>The Commencement Date is <b>[insert date]</b> or <b>[insert days]</b> days from the date of signing this agreement.</p> <p><b>If nothing is stated, then the Commencement Date is the date of signing this agreement.</b></p>
<b>Customer Representative</b>	<p>The Customer Representative is:</p> <p><b>[insert name and details]</b></p>
<b>Network Services Provider Representative:</b>	<p>The Network Services Provider Representative is:</p> <p><b>[insert name and details]</b></p>

<b>Address for Service of Notices</b>	<b>[insert name of Owner]</b> Attention: <b>[insert name]</b> Address: <b>[insert address]</b> Email address: <b>[insert address]</b> <b>[Insert name of Buyer]</b> Attention: <b>[insert name]</b> Address: <b>[insert address]</b> Email address: <b>[insert address]</b>
<b>Date of this Contract</b>	/ /
<b>Agreement Name/No.</b>	<b>[insert contract name or number]</b>

The Customer is the owner and operator of the Facility.

The Network Services Provider has agreed to connect the Facility to the Network at the Connection Point, and to provide the Customer with the Services, under this agreement.

## ***Executed***

***[Drafting note: execution blocks to be confirmed]***

## ***Executed as a deed***

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Signed and delivered by ***[insert]*** in accordance  
with section 127 of the Corporations Act 2001 (Cth)  
and by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

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Signed and delivered by ***[insert]*** in accordance  
with section 127 of the Corporations Act 2001 (Cth)  
and by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

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# General conditions

## 1 Conditions Precedent

**[Drafting Note: the parties may wish to include conditions precedent to the agreement. This should be discussed.]**

## 2 Term

2.1 This agreement commences on the Commencement Date and ends on the Expiry Date unless terminated sooner in accordance with this agreement.

## 3 Construction

3.1 The Network Services Provider will undertake and complete the Connection Work in accordance with its obligations as defined in Schedule 1 and the Scope of Works.

3.2 The parties agree to comply with the obligations set out in Schedule 1 in respect of the performance of the Connection Work.

## 4 Services

4.1 The Network Services Provider will connect the Customer's Facilities to the Connection Assets at each of the Connection Points and allow the Customer's Facilities to remain connected at each of those Connection Points on the terms set out in this agreement (**Connection Services**).

4.2 The Network Services Provider will provide the capability at the Connection Points (by means of the Connection Assets) to enable the Customer to:

- (a) deliver electricity to the Network at the Connection Points via the Connection Assets (**Entry Services**); and
- (b) take delivery from the Network at the Connection Points via the Connection Assets (**Exit Services**),

up to the Agreed Capability for each connection point.

4.3 The Network Services Provider will manage, maintain and operate the Connection Assets so as to provide the Entry Services and Exit Services referred to in GC 4.2 in accordance with the requirements of all Applicable Laws and in a manner and to a standard consistent with Prudent Electrical Practice.

4.4 The Network Services Provider must manage, operate and maintain the Transmission System (including by providing, managing and maintaining such systems and procedures as are reasonably required to do so by Prudent Electrical Practice):

- (a) in a manner in accordance with the Applicable Laws and consistent with the Technical obligations and Prudent Electrical Practice; and

- (b) so as to protect and avoid damage to or any other adverse effect upon the Customer's Facilities which the Network Services Provider knows or ought reasonably know could occur if it does not comply with GC 4.4(a).

4.5 The Network Services Provider must provide and maintain those Automatic Reclosure Systems which form part of the Connection Points by means of the Connection Assets as described in Schedule 4. The parties will use their reasonable endeavours to agree on the appropriate settings to be used by the Customer in operating those systems in respect of:

- (a) the time in which the Automatic Reclosure System will operate; and
- (b) the number of attempts at Automatic Reclosure the Automatic Reclosure System will make.

4.6 The Network Services Provider must provide the protection control and alarm equipment specified in Schedule 4 and/or Schedule 9, and:

- (a) from time to time, using its reasonable endeavours to agree on parameter settings for that equipment with the Customer; and
- (b) maintaining that equipment in accordance with the standards determined under this GC 4.6.

4.7 All disputes as to settings under GCs 4.5 and 4.6 will be resolved in accordance with GC 19, except in respect of GC 4.5, where the Network Services Provider (in its sole discretion) reasonably determines that the settings of the Automatic Reclosure System could affect the Transmission Services being provided to any Other Network Services Provider Customer.

4.8 The Network Services Provider must attend and advise responses in relation to an Emergency.

4.9 The Network Services Provider must provide fault clearance services in relation to each connection point, using all reasonable endeavours to achieve the Fault Clearance Times in Schedule 9.

4.10 The Network Services Provider must comply with:

- (a) Schedule 9 in respect of its Technical Obligations;
- (b) Schedule 5 in respect of outages and scheduled maintenance;
- (c) Schedule 6 in respect of metering; and
- (d) Schedule 8 in respect of information and data.

4.11 The Network Services Provider must provide the additional services outlined in Schedule 2.

**[Drafting Note: the parties may wish to include additional clauses outlining the obligations of the Network Services Providers, in particular regarding network capacity limitations, fault levels and voltage ranges.]**

## 5 Suspension

5.1 If necessary to perform Work on the Connection Assets or its Transmission System, the Network Services Provider may:

- (a) suspend the performance of; or
- (b) reduce the level of Services, which it provides the Customer under GC 3.

5.2 The procedures provided under Schedule 5 will apply to such actions except in the case of an Emergency. In all cases, the Network Services Provider must keep the extent and duration of the suspensions of services to a minimum and must remove the suspension as soon as possible.

**[Drafting Note: update to reflect the agreed obligations around Work under Schedule 5.]**

## 6 Charges

6.1 The Customer agrees to pay the Network Services Provider any Charges payable under this agreement and any other amount payable from time to time under Schedule 2 in accordance with that schedule.

## 7 Billing and Payment

7.1 The Network Service Provider will send invoices within **[5 business days]** following the end of the Billing Period in which the Charges were incurred. Each invoice must set out:

- (a) the amount payable for that Billing Period;
- (b) any outstanding amounts (if any) from any previous Billing Period and the interest payable on those amounts calculated in accordance with GC 7.5; and
- (c) any other information that the parties may agree.

7.2 Each invoice must contain sufficient information to allow the Customer to assess the accuracy of the Charges specified in the invoice.

7.3 The charges in Schedule 2 are exclusive of GST. Subject to the Network Services Provider's invoice being in a form which satisfies the requirements of the GST Act for a valid tax invoice, the Customer agrees to pay the Network Services Provider at the same time and in the same manner as the Charges specified in the invoice an additional amount on account of the amount of the Network Services Provider's GST liability in respect of the supply of the Services covered by the invoice.

7.4 Payments invoiced under this agreement will be due and payable

- within **[15 Business Days]** following the receipt of the relevant Invoice.
- 7.5 If an amount due on an Invoice is not paid on or before the due date calculated under GC 7.3, then in addition to any other rights, daily interest will be applied to the unpaid balance for each Business Day that the amount is outstanding. The interest will be calculated using the Default Interest Rate and will be added to the next Invoice.
- 7.6 If the Buyer disputes an Invoice, the Buyer must pay the Owner at least the amount not in dispute on or before the due date for payment of that Invoice calculated under GC 7.3. To resolve any billing Dispute, the parties must use the dispute resolution procedures under GC 19. If the billing Dispute is resolved, the party owing an amount must pay that amount owed within **[5 Business Days]** of the date of resolution, with interest charges calculated on the amount owed from the date it was originally owing in accordance with GC 7.5.
- 8 Credit Support**
- 8.1 The customer must comply with Schedule 10.
- 8.2 If at any time the Customer is not an Acceptable Credit Risk then the Customer must provide Credit Support in favour of the Network Services Provider in accordance with Schedule 10.
- 9 Customer's Obligations**
- 9.1 The Customer:
- (a) undertakes to notify the Network Services Provider of any alteration, modification, addition or change to the Customer's Facilities which the Customer knows or reasonably could have determined would have materially affected the parameter settings for the protection, control and alarm equipment referred to in GCs 4.6 and 9.1; and
- (b) indemnifies the Network Services Provider against any claims or damages of any person arising from or related to any circumstance where the parameter settings of the protection control and alarm equipment referred to in GCs 4.6 and 9.1 were or may have been inappropriate as a result of a breach by the Customer of GC 9.1(a).
- 9.2 The Customer must provide the equipment described in Schedule 4 and/or Schedule 9. The customer must maintain equipment provided under this GC 9.2 in accordance with the requirements of all Applicable Laws and in a manner and to a standard consistent with Prudent Electrical Practice.
- 9.3 The Customer must comply with:
- (a) Schedule 9 in respect of its Technical Obligations;
- (b) Schedule 5 in respect of outages and scheduled maintenance;
- (c) Schedule 6 in respect of metering; and
- (d) Schedule 8 in respect of information and data;
- 9.4 The Customer must operate, control and maintain the Customer's Facilities:
- (a) in accordance with the Technical Obligations, Prudent Electrical Practice, the requirements of Applicable Laws and other requirements of this agreement; and
- (b) so as to protect and avoid damage to or any other adverse effect upon:
- (i) the Network Services Provider's Transmission System and other plant, equipment and property; or
- (ii) any property of a third person that is connected to the Network Services Provider's Transmission System; or
- (iii) any other person connected to the Network Services Provider's Transmission System,
- which the Customer knows or ought reasonably to know could occur if it does not comply with this GC 9.4.
- 9.5 Without limiting GC 9.4, the Customer will:
- (a) not operate the Customer's Facilities so that the Agreed Capability of the Connection Assets is exceeded;
- (b) not operate the Customer's Facilities so that the Maximum Permitted Output is exceeded; and
- (c) immediately notify the Network Services Provider if the Customer becomes aware of any material and probable threat of a breach of GCs 9.5(a) or 9.5(b).
- 10 Switching**
- 10.1 Each party will use its reasonable endeavours to perform any Switching in relation to its equipment reasonably requested by the other party to allow planned works by the other party to be carried out.
- 10.2 Each party will provide at least **[5 business days]** written notice to the other party of a switching required by it under GC 10.1.
- 10.3 A party may request the other party to carry out Switching in relation to its equipment and provide less than the notice specified in under GC 10.2 in the event of an Emergency. Each party will use reasonable endeavours to comply with such a request and to have operating staff available to ensure minimal delay in performing Switching in such circumstances.
- 10.4 The Customer acknowledges that the Network Services Provider will only carry out Manual Reclosure of:
- (a) the Network Service Provider's Connection Equipment connected at the Connection Point; or
- (b) any other part of the Customer's Facilities connected to the Connection point,
- if expressly requested to do so by the Customer.
- 10.5 The Customer indemnifies the Network Services Provider against any Damage, loss, cost, expense or liability suffered or incurred by the Network Services Provider as a result of it carrying out Manual Reclosure in accordance with the Customer's request, provided that such Damage, loss, cost, expense or liability is not suffered or incurred as a result of Wilful Default, negligent act or omission, or a failure to observe Prudent Electrical Practice by the Network Services Provider.
- 10.6 The parties acknowledge that all Switching carried out under this agreement must be conducted by operators with the requisite qualifications and experience and in accordance with Prudent Electrical Practice, and must (for the avoidance of doubt) be communicated to the other party where the Switching could reasonably be anticipated to affect the other Party's network.
- 11 Site Access**
- 11.1 If any of the Network Service Provider's Equipment is to be located or is located on the Customer's Property, the Network Service Provider and its Associates will have:
- (a) A right of access to and over the Customer's Property (such right to be exercised reasonably) for the purpose of installing, testing, inspecting, maintaining, reading, repairing, replacing, operating or removing any of the Network Service Provider's Equipment and for any other related purpose; and
- (b) A right to use (at its own expense or on the condition that it reimburses the Customer for expenditure incurred) amenities available to the Customer which are associated with, or ordinarily used in association with, any of the Network Service Provider's Equipment (such right to be exercised reasonably),
- provided that such rights of access or use may not be exercised in a manner which prevents the Customer from performing its obligations under this agreement or any Applicable Law.

**[Drafting Note: parties may wish to more clearly define the access rights of the Network Service Provider. To be discussed.]**

11.2 The Customer must ensure that any of the Network Service Provider's Equipment located on the Customer's Property is not the subject of any mortgage, pledge, charge or other form of security or disposition created or permitted by it.

11.3 If any of the Customer's Facilities are to be located or are located on the Network Service Provider's Property, the Customer and its Associates will have:

(a) A right of access to and over the Network Service Provider's Property (such right to be exercised reasonably) for the purpose of installing, testing, inspecting, maintaining, reading, repairing, replacing, operating or removing any of the Customer's Facilities and for any other related purpose; and

(b) A right to use (at its own expense or on the condition that it reimburses the Customer for expenditure incurred) amenities available to the Network Service Provider which are associated with, or ordinarily used in association with, any of the Customer's Facilities (such right to be exercised reasonably),

provided that such rights of access or use may not be exercised in a manner which prevents the Network Service Provider from performing its obligations under this agreement or any Applicable Law.

**[Drafting Note: parties may wish to more clearly define the access rights of the Customer. To be discussed.]**

11.4 The Network Service Provider must ensure that any of the Customer's Facilities located on the Network Service Provider's Property are not the subject of any mortgage, pledge, charge or other form of security or disposition created or permitted by it.

11.5 In exercising their respective rights under GCs 11.1 and 11.3, the parties must comply with any reasonable procedures specified from time to time by the other party.

**[Drafting Note: parties may wish to more clearly define the types of procedures that each party is required to comply with, for example specific OH&S procedures. To be discussed.]**

11.6 The rights of access conferred by GCs 11.1 and 11.3 will, where or when appropriate, be exercised as follows:

(a) where reasonably practicable to do so, the party seeking access will give the other party reasonable notice that it will be

exercising its right of access and the purpose for access; and

(b) the party seeking access will cause as little inconvenience to the other party as is practicable and will observe the other party's recognised safe working practices (to the extent they are applicable) at all times,

and will be in addition to any right of access either party may have under any Applicable Law.

11.7 If any of the Network Service Provider's Equipment or the Customer's Facilities occupy Third party Property and the other party requires access to the same for the proper performance of this agreement, the occupying party must use its reasonable endeavours to secure a right of access for the other party. The other party must comply with any reasonable requirements imposed as a condition of allowing such access.

11.8 To the extent that any metering equipment is located on the Customer's Property, the Customer agrees that the relevant metering provider will have:

(a) a right of access to and over the Customer's Property for the purpose of installing and testing, inspecting, maintaining, reading, repairing, replacing, operating or removing any metering equipment and for any other related purpose; and

(b) a right to use amenities available to the Customer which are associated with, or ordinarily used in association with, any metering equipment,

any such metering equipment will be deemed to be the Network Services Provider's Equipment for the purposes of this clause [and the Network Services Provider may, on the metering provider's behalf, enforce the metering provider's rights under this clause].

**[Drafting Note: Consider identity of metering provider (if separate from Network Services Provider) and entering separate agreement with them or adding them to this agreement - The parties should consider how this GC interacts with the metering regime in Schedule 6. To be discussed.]**

11.9 This GC 11 survives expiration or termination of this agreement for **[24 months]**, but only for the purpose of enabling the parties to disconnect electricity infrastructure or removing any plant or equipment provided by it on property belonging to the other party or a third party.

**[Drafting Note: parties may wish to incorporate additional provisions in respect of OH&S Procedures and Environmental Obligations. To be discussed.]**

## 12 Records, Audits, and Information

12.1 Each party will maintain the Records specified in respect of it in Schedule 7. Such Records will be maintained in the form and for the time specified in Schedule 7.

12.2 Each party will provide to the other party the Controlled Records upon reasonable written request by the other party. Such Controlled Records must be kept up to date and any revision sent to the other party as soon as practicable after the record is revised.

12.3 Each party may request to review Auditable Records maintained by the other party, by giving written notice of:

(a) the Auditable Records which the party wishes to review;

(b) the name of the officers and/or their representatives conducting the review; and

(c) the location and time or times at which the party would prefer the review to commence.

A party may only audit Auditable Records held by the other party twice in any twelve month period, irrespective of whether the audits relate to the same Auditable Records or not.

12.4 Where a party has given notice in accordance with GC 12.4, the parties will meet within **[7 days]** for the purpose of agreeing to a mutually acceptable and reasonable time for commencement of the review, the period of the review, the location of the review and the procedure for administering the review. If the parties are unable to reach an agreement for the purposes of this GC 12.4, the matter will be resolved in accordance with GC 19.

12.5 Any additional Records agreed to be maintained by the parties, or specified in the Rules, will be specified in Schedule 7 with the following details of:

(a) the Records being maintained;

(b) the classification of the records as either Controlled Records or Auditable Records;

(c) the party responsible for maintaining the Records;

(d) the form in which the Records are to be maintained; and

(e) the retention time of the Records.

12.6 The parties will exchange data and information as specified in Schedule 8.

## 13 Disconnection

13.1 The Network Services Provider may reduce the Agreed Capability of any or all of the Connection Assets during the term of this agreement:

(a) if an Event of Force Majeure occurs affecting the Network Service Provider's ability to provide the Agreed Capability of any or all connection of the

- Connection Assets, and the Network Service Provider gives the Customer notice of an Event of Force Majeure in circumstances where such an event partially prevents the provision of the services;
- (b) for the purposes of undertaking any Work in accordance with Schedule 5 of this agreement;
  - (c) pursuant to an order, direction or instruction from AEMO;
  - (d) immediately where, in the Network Service Provider's reasonable opinion, action is urgently required as a result of any actual or potential Emergency and in such circumstances it is reasonable to reduce the Agreed Capability;
  - (e) as requested in writing by the Customer;
  - (f) upon termination of this agreement under GC 17;
  - (g) in accordance with any direction, order, requisition or injunction of any Authority including, without limitation, to the extent necessary to comply with Applicable Laws ; or
  - (h) as otherwise provided or required under the NEL, the Rules, or this agreement.
- 13.2 If:
- (a) subject to GC 13.2(b), the Network Service Provider proposes to exercise its rights under GC 13.1 it must notify the Customer in writing of the reduced Agreed Capability and the reasons why the Network Service Provider proposes to exercise that right and must, in any event, provide written notice prior to implementing any reduction in Agreed Capability.
  - (b) the Network Service Provider's exercise of a right under GC 13.1 arises by reason of an Emergency, then the Network Services Provider must, as soon as reasonably possible, advise the Customer of the reduced Agreed Capability. As soon as reasonably possible after the exercise of that right, the Network Services Provider will notify the Customer of the nature of the Emergency and the steps being taken to deal with it.
- 13.3 The Network Services Provider may disconnect a Connection Asset if a reduction in Agreed Capability under GC 13.1 will, acting in accordance with Prudent Electrical Practice, not be sufficient and:
- (a) if an Event of Force Majeure occurs affecting the Network Service Provider's ability to provide the Agreed Capability of any or all connection of the Connection Assets, and the Network Service Provider gives the Customer notice of an Event of Force Majeure;
  - (b) pursuant to an order, direction or instruction from AEMO;
  - (c) immediately where, in the Network Service Provider's reasonable opinion, action is urgently required as a result of any actual or potential Emergency and in such circumstances it is reasonable to reduce the Agreed Capability;
  - (d) as requested in writing by the Customer;
  - (e) upon termination of this agreement under GC 17 or GC 18;
  - (f) in accordance with any direction, order, requisition or injunction of any Authority including, without limitation, to the extent necessary to comply with law; or
  - (g) as otherwise provided or required under the NEL, the Rules, or this agreement.
- 13.4 Where the Network Service Provider proposes to exercise its rights under GC 13.3, it must notify the Customer in writing of its decision (including reasons) and the relevant paragraph of GC 13.3 under which it proposes to exercise its rights, and must, in any event, provide written notice prior to implementing a disconnection.
- 13.5 If:
- (a) the Network Services Provider limits the provision of Services in relation to a connection point under GC 13.1, the Network Service Provider must keep the extent and duration of the reduction to a minimum and must cease limiting the provision of Services as soon as possible after the circumstances justifying limiting the provision of Services have ceased or have been rectified, unless the limitation occurred as a result of termination of this agreement;
  - (b) the Network Services Provider disconnects a Connection Point under GC 13.3, the Network Service Provider must keep the duration of the disconnection to a minimum and reconnect or energise that Connection Point as soon as possible after the circumstances giving rise to the disconnection have ceased or have been rectified, unless the disconnection occurred as a result of termination of this agreement.
- 13.6 The Network Services Provider will bear all the costs of a disconnection or limitation of provision of Services in accordance with GCs 13.1 and 13.3, unless:
- (a) the disconnection or limitation of provision of Services under GCs 13.1 and 13.3 was solely due to the act or omission of the Customer. In such circumstances, the Customer must pay the Network Services Provider the reasonably direct costs incurred by it in complying with its obligations under GC 13.5; or
  - (b) the disconnection or limitation of provision of Services under GCs 13.1 and 13.3 was in part due to the act or omission of the Customer. In such circumstances, the Customer must pay the Network Services Provider such proportion of the reasonably direct costs incurred by it in complying with its obligations under GC 13.5, as reflects the extent to which the disconnection or limitation was due to such an act or omission. The parties agree to discuss in good faith the reasonably proportion of costs to be paid by the Customer, subject to GC 19.
- 13.7 Subject to GC 19, any amount payable under GC 13.6 must be paid within **[10 business days]** of the reconnection or resumption of services in relation to the connection point, or within **[10 business days]** of the date on which the Network Services Provider notifies the Customer of the amount payable (whichever is the later).
- 14 Representations and Warranties**
- 14.1 As at the Commencement Date, each party represents and warrants to the other party that:
- (a) it is duly formed and validly existing under the laws of **[insert state]**;
  - (b) it has the power to execute this agreement and to perform its obligations under this agreement, and has taken all necessary action to authorise such execution and performance;
  - (c) the execution and performance of this agreement does not violate, breach, conflict with or result in a contravention of any Law applicable to it in relation to this agreement, any provision of its constitutional documents, any order or judgment of any court or Authority applicable to it or any of its assets, or any contractual restriction binding on or affecting it or any of its assets; and
  - (d) all licences that are required of it with respect to this agreement have been obtained and are in full force and effect, and all conditions of such licences have been complied with.
- [Drafting note: consider whether there are any other representations and warranties that should be included in this agreement. These can be mutual, or given in respect of the project by one of the parties.]**
- 14.2 The representations and warranties given in GC 14.1:
- (a) are continuing representations and warranties that will not

merge on, and will remain in full force and effect after, the Commencement Date; and

- (b) are each to be treated as a separate representation and warranty in respect of each statement made, and the interpretation of any statement made is not restricted by any reference to or inference from any other statement.

## 15 Liability and indemnities

15.1 The Customer acknowledges that, except as expressly provided in this GC 15, the terms of this agreement do not represent a waiver by the Network Services Provider of, nor an agreement to limit or exclude, any limitation of its liability under sections 119 or 120 of the NEL.

15.2 Subject to GC 15.4, neither party is liable to the other except in the event that any act or omission of either party or any of its representatives constitutes:

- (a) a failure to observe Prudent Electrical Practice;
- (b) a breach of this agreement; or
- (c) an act of Wilful Default or Gross Negligence of that party or any of its representatives,

in which case the offending party is liable to the other party for any Direct Loss arising from the failure, act, omission or breach (including any third party property damage, injury, or death).

15.3 Neither party is liable to the other party for any Indirect Loss, except where such loss or damage is caused by the Wilful Default or Gross Negligence of the offending party.

15.4 Except in the case of:

- (a) loss or damage arising from the Wilful Default or Gross Negligence of a party;
- (b) claims arising in respect of personal injury, death, loss or damage to any property or any other third party liability; and
- (c) ordering Payment made by the customer in respect of Entry Services and Exit Services under this Agreement;

the aggregate amount recoverable by one party from the other party in relation to events occurring in a financial year under this agreement is limited to the Cap Amount in that financial year.

**[Drafting note: the amount of the cap is to be negotiated between the parties.]**

15.5 To the extent that:

- (a) a negligent act or omission of the Customer contributes to any Claims or Damages, the Network Services Provider's liability under this GC 15 shall be reduced proportionally;
- (b) a negligent act or omission of the Network Services Provider

contributes to any Claims or Damages, the Customer's liability under this GC 15 and GC 10.5 shall be reduced proportionally; and

- (c) a party has acted as a result of a direction, order, requisition, or injunction of any Authority (other than as a consequence of failure by the other party to comply with this agreement), or any Authority has acted or failed to act in the discharge of its functions, no party shall be liable for any claims or damages suffered by the other party.

15.6 Despite any other provision of this agreement, the Customer acknowledges and agrees that the Network Services will not be liable to the Customer for any Claim or Damages arising from any act or omission of the Network Services provider in relation to the performance, non-performance or purported performance by the Network Services Provider of any functions as System Operator to the maximum extent permitted by law.

15.7 Neither party shall be liable for any loss, injury or damage suffered by the other party under this agreement that arises after or as a result of a valid suspension of services or termination under GC 17. For the avoidance of doubt, this GC 15.7 shall not apply prior to the time of the suspension or termination under GC 1.

15.8 The parties agree to comply with Schedule 11.

**[Drafting note: parties may wish to incorporate additional terms around liability which can be inserted in Schedule 11. If no additional terms are to be inserted, GC 15.8 may be omitted. To be discussed.]**

## 16 Security

**[Drafting note: provision of security by the Customer is to be discussed.]**

## 17 Default and Termination

17.1 If either party (the **Defaulting party**) commits a Default, the party not in default (the **Non-Defaulting party**) may give the Defaulting party a notice specifying the Default that has occurred; and

- (a) if it is a Financial Default, requiring the Defaulting party to the cure it within **[20 business days]** of receiving the Default Notice (unless it is an Act of Insolvency which must be cured (if possible) immediately).
- (b) If it is a Non-Financial Default, requiring the Defaulting party to provide the Non-Defaulting party a plan to rectify the Non-Financial Default (the Rectification Plan). The Rectification Plan must be provided by the Defaulting party to the within **[10 business days]** after receiving the Default

Notice, and must specify a reasonable date (taking into account the nature of the Non-Financial Default and the requirements of all Applicable Laws and Prudent Electrical Practice) by which the Non-Financial Default will be remedied.

17.2 In the case of a Financial Default, if the Defaulting party does not cure the relevant Financial Default within the rectification period specified in GC 17.1(a), then the Non-Defaulting party may by written notice:

- (a) suspend the performance of all or part of its obligations under this agreement until it chooses to lift the suspension, the default is remedied, or the effects of the default are overcome; or
- (b) terminate this agreement following a period of **[10 business days]** after the start of any suspension.

**[Drafting Note: Standard Form agreements often have simultaneous suspend and terminate provisions. This is onerous on the Customer attempting to remedy a default, so a prerequisite suspension period has been included.]**

17.3 In the case of a Non-Financial Default, if the Defaulting party does not:

- (a) commence to remedy the Non-Financial Default within **[20 business days]** after providing the Rectification Plan to the Non-Defaulting party under GC 17.1(b); or
- (b) cure the relevant Non-Financial Default within the rectification period specified in GC 17.1(b), then the Non-Defaulting party may by written notice:
- (c) suspend the performance of all or part of its obligations under this agreement until it chooses to lift the suspension, the default is remedied, or the effects of the default are overcome; or
- (d) terminate this agreement following a period of **[10 business days]** after the start of any suspension.

**[Drafting Note: Standard Form agreements often have simultaneous suspend and terminate provisions. This is onerous on the Customer attempting to remedy a default, so a prerequisite suspension period has been included.]**

17.4 A termination notice under GCs 17.2, 17.3, or 17.6 takes effect on the later of:

- (a) the time it is given to the Defaulting party in accordance with GC 23; and
- (b) the time specified in the notice.

17.5 For the avoidance of doubt, if the Financial Default or Non-Financial



- Default relates to any event or circumstance constituting a Dispute for the purposes of GC 19 the Non-Defaulting party may not terminate or commence legal proceedings under GCs 17.2 or 17.3 unless the parties have undertaken the processes set out in GCs 19.1 to 19.5 and:
- (a) those processes have failed to resolve the Dispute; or
  - (b) one of the parties has attempted to follow these processes and the other party has failed to participate.
- 17.6 If an Insolvency Event occurs with respect to a party:
- (a) that party must immediately notify each other party that the Insolvency Event has occurred; and
  - (b) the other party may terminate this agreement at any time by giving written notice of termination to the party suffering an Insolvency Event, regardless of whether notice is given under GC 17.6(a).
- 17.7 Except as expressly provided in this agreement, but despite any right which would otherwise be conferred at law or in equity, the parties have no right (and hereby waive any right which it may otherwise have had) to rescind or terminate this agreement.
- 17.8 Upon termination of this agreement, the Network Services Provider,  
**[Drafting Note: consider relevant consequences of termination to include, including termination payment provisions if applicable].**
- 18 Force Majeure**
- 18.1 If, as a result of an Event of Force Majeure, a party becomes unable, wholly or in part, to perform any of its obligations under this agreement or is delayed in performing those obligations:
- (a) the affected party must immediately give notice to the other party setting out full details of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing that party from, or delaying that party from, performing the affected obligations under this agreement;
  - (b) the affected obligations identified in the notice referred to in GC 18.1(a), will be suspended but only so far as, and for so long as, the performance of those obligations is affected by the Event of Force Majeure; and
  - (c) the affected party must use its best endeavours to overcome or remove the effects of the Event of Force Majeure as quickly as possible and, when the affected party is able to resume the performance of its obligations, it shall give the other party notice to that effect.
- 18.2 Upon completion of the Event of Force Majeure, the affected party must as soon as reasonably practicable recommence the performance of the affected obligations.
- 18.3 The parties have no entitlement to, or liability for:
- (a) any costs, losses, expenses, damages or the payment of any part of the Price during an event of Force Majeure; and
  - (b) any delay costs in any way incurred by the affected party due to an Event of Force Majeure.
- 18.4 An Event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money which matured prior to the occurrence of that event in a timely manner.
- [Drafting Note: the parties may wish to incorporate a provision governing termination for an Event of Force Majeure]**
- 19 Dispute Resolution**
- 19.1 If a Dispute arises, the parties must, prior to the initiation of any legal proceedings, use their best efforts in good faith to resolve the Dispute.
- 19.2 If a Dispute arises, the Dispute must be referred to the Representatives for resolution by written notice specifying that it is a notice given under this GC 19 giving full particulars of the nature and extent of the Dispute.
- 19.3 If the Dispute is not resolved within **[10 Business Days]** of a referral in accordance with GC 19.2, the Dispute must be referred to:
- (a) determination by an Expert under GC 19.4, where a Dispute relates to the application of any industry or technical standard or any rules, practices or customs of any trade or profession, or whenever the parties agree that a point of difference between them will be resolved by an Expert; or
  - (b) resolution by a Panel under GC 19.5 for all other Disputes.
- 19.4 Where a Dispute is referred for determination by an Expert under GC 19.3(a), the following process and procedure will apply:
- (a) The party wishing to appoint an Expert must notify the other party in writing and give details of the matter that it proposes to be resolved by the Expert (**Expert Determination Notice**). The parties must endeavour to agree on a single Expert (independent of the parties and with qualifications and experience appropriate to the matter in Dispute). If within 10 Business Days of receipt of the Expert Determination Notice the parties have not agreed a single Expert to appoint, the parties will request the President of the Institute of Engineers Australia to appoint the Expert.
  - (b) The Expert will be instructed to determine the Dispute within the shortest practicable time and deliver a report setting out the Expert's opinion with respect to the matters in dispute setting out the reasons for the decision.
  - (c) The Expert shall determine the procedure for the conduct of the process in order to resolve the Dispute and must provide each party with a fair opportunity to make submissions in relation to the matter in issue.
  - (d) Any process or determination of the Dispute by the Expert shall be made as an expert and not as an arbitrator. The determination of the Expert will be final and binding on the parties without appeal so far as the Law allows and except in the case of a manifest error or where either party has not been provided with a fair opportunity to make submissions in relation to the matter in issue as required under GC 19.4(c).
  - (e) Each party must bear its own costs of and incidental to any proceedings under this GC 19.4. The costs of the Expert will be borne and paid by the party who gives the notice under GC 19.4(a), unless the parties agree otherwise.
- 19.5 Where a Dispute is referred to a Panel under GC 19.3(b), the following process and procedure will apply:
- (a) Each party must nominate a senior representative for the Panel within 3 Business Days of the referral to the Panel in accordance with GC 19.3(b).
  - (b) The Panel will determine its own procedures for the resolution of a Dispute. Unless otherwise agreed by the parties, all discussions involving the Panel will be conducted on a without prejudice basis.
  - (c) Decisions of the Panel may only be made by unanimous agreement of the members of the Panel.
  - (d) Any decision of the Panel which is recorded in writing and signed by each member of the Panel is binding on the parties.
  - (e) Subject to GC 19.6, if the Dispute is not resolved by the Panel within 20 Business Days of the referral under GC 19.3(b), either party may commence legal proceedings.
- 19.6 Neither party may commence legal proceedings unless the parties have undertaken the processes set out in GCs 19.1 to 19.5 and those processes have failed to resolve the Dispute or one of the parties has

attempted to follow these processes and the other party has failed to participate.

- 19.7 Nothing in this GC 19 prevents a party seeking urgent injunctive relief or similar interim relief from a court.
- 19.8 Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this agreement.

## 20 Confidentiality

- 20.1 Each party undertakes that it will not, either during the term of this agreement or at any time thereafter (except to the extent necessary to comply with its obligations under this agreement) disclose to any person any information of or relating to the other party of which it has become possessed as a result of this agreement or the negotiations preceding this agreement including the terms of this agreement, including all information and documentation supplied either party or information to which either party has access in the performance of this agreement.
- 20.2 No party is permitted to publish alone or in conjunction with any other party or organisation any information, drawing or photograph concerning this agreement except with the written consent of the other party.
- 20.3 Nothing in this agreement prohibits disclosure of information which:
- (a) is in the public domain otherwise than as a result of a breach of this GC 20;
  - (b) is received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of this GC 20;
  - (c) is required to be disclosed by Law or any Government Authority having authority over a party; or
  - (d) is for the purposes of obtaining legal advice.

**[Drafting Note: parties may wish to include additional exceptions for professional advisers and/or banks]**

## 21 Assignment

- 21.1 **[Subject to GC 21.7]** No party may assign, novate, dispose of or create an interest in any of its rights and obligations under this agreement (an **Assignment**) without the prior written consent (not to be unreasonably withheld) of the other party.
- 21.2 Subject to GCs 21.3, 21.4, and 21.5, a party must not unreasonably withhold or delay its consent to a proposed assignment if:
- (a) the assignor provides the other party with any information reasonably required regarding the proposed assignee or transferee; and

- (b) the assignee is no less financially, technically, and legally capable of carrying out the assignor's obligations under this agreement.

- 21.3 The Network Services Provider must not assign, novate, dispose of or create an interest in any of its rights and obligations under this agreement to any entity unless that entity owns or is the operator of the Network and is required to comply with the Rules.
- 21.4 The Network Services Provider may withhold consent if, where relevant, the proposed assignee or transferee has not:
- (a) first obtained all licences and permits required of the Customer under all Applicable Laws and the Rules; or
  - (b) otherwise complied with the requirements of the Rules.
- 21.5 The Customer may not:
- (a) make an Assignment unless at the same time it assigns, transfers or disposes of its interests in the Customer's Facilities to the proposed assignee; and
  - (b) assign, transfer or dispose of its interests in the Customer's Facilities unless at the same time it makes an Assignment to the proposed transferee.

- 21.6 This agreement binds the successors and permitted assigns of any party.

**21.7 [The Customer is exempt from the requirements of GCs 21.1 to 21.5, and may transfer, novate or assign the agreement or any other right benefit or interest under the agreement to:**

- (a) the Lenders; or,**
- (b) a related body corporate without consent of the Network Services Provider].**

**[Drafting note: exemption from assignment provisions for Financiers and related bodies corporate to be discussed between parties.]**

**[Drafting note: parties may wish to include additional clauses requiring the assignor to be a Registered Participant. To be discussed.]**

## 22 Operational Communications

- 22.1 Operational communications given by or on behalf of either party may be by telephone or other instantaneous means of communication.
- 22.2 Operational communications are to be recorded in a manner satisfactory to both parties. The parties will ensure that logs are kept in which persons giving and receiving operational communications record brief details of their substance and timing.

- 22.3 The Customer must keep complete and accurate operating records. The Customer must also keep such further records required by any Government Agency, all such records to be kept in the prescribed format and maintained for a period of not less than 5 years.

## 23 Notices

- 23.1 Other than operational communications under GC 22.1, any notice, approval, consent or other communication in relation to this agreement must be:
- (a) in writing;
  - (b) marked to the attention of the relevant Representative; and
  - (c) either:
    - (i) left at the address set out in the Details; or
    - (ii) sent by prepaid ordinary post (airmail if appropriate) to the address set out in the Details.

However, if the addressee has notified a change of postal address, then the communication must be to that address.

- 23.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 23.3 A letter is deemed to be received on the fifth day after posting (seventh day in the case of a letter sent by airmail).

## 24 Change of Law

- 24.1 If, after the Commencement Date, an Applicable Law:
- (a) is introduced or commences operation; or
  - (b) is modified, re-enacted or substituted,
- then, subject to GCs 24.2 and 24.3, this agreement will be interpreted (as far as possible) in such a way as to enable compliance with that Applicable Law.
- 24.2 Despite GC 24.1, if at any time after the Commencement Date:
- (a) an Applicable Law is introduced, modified, re-enacted, substituted or commences operation;
  - (b) the manner in which any Applicable Law is interpreted or applied materially changes;
  - (c) without limiting GCs 24.2(a) or 24.2(b), the manner in which an Applicable Law or any Authority regulates how any Charge is to be calculated, varied or applied (or the terms upon which any Services will be provided) materially changes;
  - (d) without limiting GCs 24.2(a), 24.2(b) or 24.2(c), the activities comprised within or the service standards applying to any Service materially change due to a change in an Applicable Law; or

- (e) without limiting GCs 24.2(a), 24.2(b), 24.2(c) or 24.2(d), any other event, circumstance or change occurs which materially affects the way in which any of the Services are provided or either party operates its Facilities, provided such event, circumstance or change is the result of a change in an Applicable Law, and that change, circumstance or event will result in a material change in the commercial position of either party, the parties will consider and negotiate in good faith any specific amendment to this agreement requested by a party to take account of that change, event or circumstance so as to substantially return the parties to their respective commercial positions under this agreement prior to that change, event or circumstance.

24.3 If the parties are unable to agree upon any amendment proposed under GC 24.2 within **[28 days]** of commencing negotiations, then either party may refer the dispute for resolution in accordance with GC 19. In resolving a dispute under this GC 24, the Expert must take into account the following factors:

- (a) whether the contents of the agreement are fair and reasonable having regard to the parties' commercial interests;
- (b) that at all times, any Services must be provided in accordance with Prudent Electrical Practice, all Applicable Laws, and the other General Conditions; and
- (c) that this agreement should be consistent with the prevailing practices and standards in the electricity industry at that time.

## 25 Financing Assistance

25.1 The Network Services Provider must provide documents and other technical assistance as the Customer may reasonably request in connection with the financing of the Customer's Facilities, provided that the Customer must pay the Network Services Provider's reasonable and properly documented costs in relation to such request. During the performance of any works under this agreement, the Network Services Provider must make available to the Customer information relating to the status of the Works, the status of any required licences and permits and other Authorisations or other matters as the Customer may request.

25.2 When reasonably requested by the Customer, the Network Services Provider must co-operate with the Lenders to enable the Customer to comply with the financing agreements, provided that the Customer must pay the Network Services Provider's reasonable and

properly documented costs in relation to such request.

**[Drafting note: to be included by the Customer if the facility is intended to be project financed]**

## 26 Entire agreement

This agreement constitutes the entire agreement between the parties and sets out a full statement of the contractual rights and liabilities of the parties in relation to the performance of the Works and no negotiations between them nor any document agreed or signed by them prior to the date of this Contract in relation to the Works is of any effect.

## 27 Other matters

27.1 Any of our rights under this Contract may only be waived by us in writing signed by a duly authorised representative of us.

27.2 This Contract may not be varied except in writing signed by a duly authorised representative of each of the parties.

27.3 This Agreement must not be interpreted to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

27.4 If any of the terms of this Agreement or the application of any such terms are held to be invalid, illegal or unenforceable by any court or administrative body having jurisdiction, all other terms of the Agreement and their application not adversely affected will remain in force and effect.

27.5 To the extent that inconsistency between any obligations imposed or right conferred on a *Registered Participant* by Chapter 5 of the Rules and any of the General Conditions would adversely affect the quality or security of Network Services to other Network Users, Chapter 5 of the Rules will prevail.

27.6 The Customer must comply with the Rules.

27.7 To the extent of any inconsistency between this Agreement and the Rules, then the Rules will prevail.

27.8 To the extent of any inconsistency between the Details and the General Conditions, then the Details will prevail.

27.9 To the extent of any inconsistency between the General Conditions and any schedules (including any documents referred to in the schedules), then Schedules will prevail.

27.10 To the extent of any inconsistency between the Details and any Schedules (including any documents referred to in the schedules), then the Details will prevail.

27.11 The rights, remedies and powers of the parties under this Contract are

in addition to any rights, remedies and powers provided by law.

27.12 This Contract may consist of a number of copies each signed by one or more parties to this Contract. When taken together, the signed copies are treated as making up the one document.

## 28 Governing Law

28.1 This Contract is governed by the laws of **[insert jurisdiction]** excluding the Vienna Convention on Contracts for the International Sale of Goods and the **[insert relevant sale of goods legislation]**.

28.2 The parties agree to submit to the exclusive jurisdiction of the courts of **[insert jurisdiction]**. Each party waives any right it has to object to an action being brought in those courts including by claiming that action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

## 29 Definitions and Interpretation

29.1 In this Contract unless the contrary intention appears:

**Event of Insolvency** means in respect of a party:

- (a) the board of the party passes a resolution under section 436A of the Corporations Act 2001 (Cth);
- (b) the party is placed into administration pursuant to Part 5.3A of the Corporations Act 2001 (Cth);
- (c) a deed of company arrangement is entered in respect of the party;
- (d) an application is made to a court for the winding up of the party;
- (e) the party resolves that it be wound up voluntarily;
- (f) a winding up order is made in respect of the party;
- (g) a receiver or receiver and manager is appointed to any substantial assets of the party;
- (h) a court orders that there be a meeting of creditors or members of the party for any purpose related to Part 5.1 of the Corporations Act 2001 (Cth);
- (i) a mortgagee takes possession of any substantial assets of the party; or
- (j) the party informs the other party or any creditor of the party, in writing, that it is insolvent.

**AEMC** means the Australian Energy Market Commission.

**AEMO** means Australian Energy Market Operator.

**AER** means the Australian Energy Regulator.

**Agreed Capability** means, in relation to a Connection Point, the maximum capability (in MVA) to receive or send out power at that Connection Point as specified in Schedule 4.

**Applicable Laws** means the Electricity Legislation, the NEL, the Rules and any other legislation, rules, regulations, codes, Directives, licence conditions or other regulatory instruments which are directly or indirectly binding on or are expressed to apply to the Network Services Provider or the Customer and relate to the Network (including the Connection Assets), the Customer's Facilities or the provision or receipt of any of the Services (and for the avoidance of doubt includes any Emissions Requirements).

**Associates** means, in relation to a party, that party's officers, employees, authorised agents, subcontractors and professional advisers.

**Auditable Records** means the Records specified in respect of a party in Schedule 7(2).

**Authority** means any government, governmental, semi-governmental or judicial entity or authority, including any self-regulatory organisation established under statute, AEMO, the Network Services Provider acting as a System Operator or service provider to AEMO under clause 4.3.3 of the Rules, the AER, the AEMC or the ACCC, provided that for the avoidance of doubt, while acting in any capacity other than as a System Operator or service provider to AEMO under clause 4.3.3 of the Rules, the Network Services Provider is not an Authority within this definition.

**Automatic Reclosure** means the reclosure of a circuit breaker without manual intervention following the detection of a Fault on a Transmission Line or Distribution Line.

**Automatic Reclosure System** means the system provided by the Network Services Provider at the Connection Point under GC 4.5.

**Billing Period** means:

- (a) the period from the Commencement Date to the end of the then current calendar month;
- (b) the period from the first day of the month preceding the date of termination of this agreement to the date of termination of this agreement; and
- (c) each calendar month during the Term starting from the end of the period referred to in paragraph (a).

**Business Day** means a day when the banks in **[insert capital city of relevant jurisdiction]** are open for business excluding a Saturday, Sunday or public holiday.

**Cap Amount** means the amount or amounts as defined in Schedule 11.

**Charges** means the charges and other amounts payable under this agreement (as defined in GC 5).

**Claims** means all claims, actions, disputes, proceedings, losses liabilities, costs or expenses whether arising in contract, tort (including breach of statutory duty and negligence), equity or otherwise.

**Commencement Date** means the date of commencement of the Services as set out in the Details.

**Connection Assets** means assets described as such in **[item x Schedule 4]**, including any replacement installations, refurbishments and additions undertaken in accordance with this agreement.

**Connection Points** means the agreed point or points of supply described in Schedule 4.

**Connection Services** has the meaning given to it in GC 4.1.

**Connection Work** means work completed in accordance with the obligations in GC.

**Controlled Records** means the Records specified in respect of a party in Schedule 7(1).

**Customer's Facility** means all Transmission Lines, Distribution Lines and/or Generation Systems that are:

- (a) owned, operated or controlled by the Customer (and any other related plant that is owned or operated by the Customer);
- (b) *Connected* to the Transmission System at a Connection Point; and
- (c) described in Schedule 4, and includes the Customer's Property, and the protection control and alarms equipment specified in Schedule 4 and/or Schedule 9.

**Customer's Property** means property, buildings or other structures owned, operated or otherwise used by the Customer.

**Damages** means all liabilities, expenses, losses, damages and costs (including legal costs on a party/party basis) whether incurred by or awarded against a person.

**Default Notice** means a notice issued pursuant to GC 17.1.

**Default Interest Rate** means the Interest Rate plus a margin of **[2.0%]**.

**Details** means the section of this Contract headed "Details".

**Direct Loss** means loss or damage suffered by the person which is not Indirect Loss.

**Dispute** means any dispute or difference of opinion between the

Network Services Provider and the Customer or an absence of agreement between them about a matter under or arising out of this agreement.

**Distribution Line** means a *Distribution Line*.

**Emergency** means the actual or imminent occurrence of an event which in any way poses or has the potential to pose a threat to the safety of persons, any equipment or property or power system security.

**Entry Services** has the meaning given to it in GC 4.2(a).

**Electricity Legislation** means all applicable legislation governing the Electricity Industry in **[insert state]**.

**Event of Force Majeure** means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- (b) earthquakes, flood, lightning or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (c) strikes at national level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers but excluding any industrial dispute which is specific to the Site or you or the performance of this Contract.

**Expert** means a person appointed as an expert pursuant to GC 19.

**Exit Services** has the meaning given to it in GC 4.2(b).

**Expiry Date** means the date being **[35 years]** after the Commencement Date.

**Fault** means an abnormal network circuit connection which inhibits or prevents the conveyance of balanced 3 phase electrical current through a line or some other piece of equipment and requires corrective action to restore the line or piece of equipment to within normal operating limits.

**Fault Clearance Time** means the time required for a protection system to automatically operate circuit breakers to clear a Fault.

**Financial Default** means a failure to pay an amount due under this

agreement when such amount is due, subject to any right under GC 7.

**General Conditions** means these general conditions comprising GCs 1 to 28.

**Generation System** means the Generating System specified in Schedule 4 (together with any ancillary equipment owned or controlled by the Customer and used to operate that *Generating System*).

**Gross Negligence** means a negligent act or omission so wanton or reckless that it amounts to an utter disregard for the harmful and avoidable consequences of that act or omission.

**GST** means the tax payable on Taxable Supplies under the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

**Indirect Loss** has the meaning given to it under GC 15.2.

**Interest Rate** means in relation to a day, the 11am Calculated Cash Rate published in the Australian Financial Review on the Friday which immediately preceded that day. If in the Network Services Provider's reasonable opinion the rate so calculated becomes inappropriate, unfair or incapable of application or such rate ceases to be so published, the Interest Rate will be the rate reasonably determined by the Network Services Provider to be the appropriate equivalent rate having regard to prevailing market conditions.

**kV** means kilovolts.

**Intellectual Property Rights** includes the protected rights attaching to inventions, patents, registered designs, trademarks, copyright, circuit layouts and confidential information.

**Law** means any statute, ordinance, code, law, decree, circular, rule or regulation by any Government Authority.

**Lenders** means **[Drafting note: to be included by the Customer if the facility is intended to be project financed].**

**Manual Reclosure** means the reclosure of a circuit breaker through manual intervention following the detection of a Fault on a Transmission Line or Distribution Line.

**Maximum Permitted Output** means, in relation to the Customer's Facilities, the amount in MW described as such in Schedule 4.

**NEL** means the National Electricity Law.

**Network Services Provider's Equipment** means equipment which forms part of the Transmission System

**Network Services Provider's Property** means property, buildings or other structures owned, operated or otherwise used by the Network Services Provider.

**Non-Financial Default** means any default or a failure to perform this agreement which is not a Financial Default.

**Other Network Services Provider Customer** means any person other than the Customer who has equipment connected to the Transmission System or to whom the Network Services Provider provides *transmission services* from time to time during the term.

**parties** means you and us.

**party** means you or us.

**Performance Standard** means, in relation to the Customer's Facilities, the performance standards registered with AEMO from time to time in relation to any part of the Customer's Facilities (including, in particular, the performance standards registered with AEMO from time to time in relation to each Generation System).

**Prudent Electrical Practice** means the practices, methods and acts engaged in or approved by the firms or bodies corporate who in the conduct of their undertaking exercise that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the same type of undertaking under the same or similar circumstances or conditions.

**Records** means the records, data and information to be maintained by the parties under GC 12.

**Representative** means the authorised representative nominated by each party in the Details or any other person appointed by the relevant party and notified to the other party from time to time.

**Rules** means the National Electricity Rules.

**Scope of Works** means the document describing in detail the work the Network Services Provider has agreed to undertake in relation to the connection of the Customer's Facilities to the existing Transmission System via the Connection Assets at the Transmission Network Connection Point [and the construction and commissioning of the communication assets], a copy of

which is set out in Attachment A to this agreement.

**Services** means all services to be provided under this agreement (as defined in GC 3).

**Services Start Date** means the date stated as such in the Notice to Proceed.

**Switching** means mechanically or electronically opening or closing an electrical path.

**Standards** means all industry standards and government regulations applicable to the Services.

**Taxes** means any and all present and future sales, use, personal, property, real property, value added, goods and services, turnover, stamp, documentary, interest equalisation, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than taxes on our net income) by any government, governmental, semi-governmental or other relevant authority, together with any penalties, fines or interest thereon or similar additions, imposed, levied or assessed or otherwise payable.

**Technical Obligations** means in relation to:

- (a) the Network Services Provider and the Transmission System, the requirements set out in Schedules S5.1a and S5.1 of the Rules from time to time as those requirements are fixed, determined, specified or modified by any derogations in force under the Rules at that time or by Schedule 9(1);
- (b) the Customer and the Customer's Facilities, the Performance Standards and the other standards and requirements set out in (or determined in accordance with) Schedule 9(2) for the Customer's Facilities; and
- (c) a party, any other requirements or standards (in addition to paragraphs (a) and (b) above) set out in, or published by any Authority under, any Applicable Laws that relate to the physical performance or operation of, or a service provided by, that party's electricity infrastructure (as those requirements are modified by any derogations in force under that Applicable Law at that time or the provisions of this agreement).

**Third party Property** means property owned, leased or otherwise under the control of a third party which is leased, occupied or used by a party to this agreement.

**Transmission Line** means:

- (a) in respect of the Customer, a Transmission Line; and
- (b) in respect of the Network Services Provider, any line which forms part of the Transmission System.

**Transmission Network**

**Connection Point** means the point at which the Connection Assets will connect to the Network Services Provider's existing *transmission network*, which is described more particularly in the Scope of Works.

**Transmission System** means Connection Assets and Network assets used by the Network Services Provider to provide transmission services.

**Variation** means any additional services requested by the Owner or omission from the Services directed by us in accordance with GC 10.1

**Wilful Default** means intentional misconduct, conscious indifference, or reckless acts or omissions in breach of this agreement.

**Work** means installation, construction, commissioning, Augmentation, Extension, removal, inspection, testing, undertaking of repairs, undertaking of maintenance or Connection of another *Network User*.

29.2 In this Contract unless the contrary appears:

- (a) Italicised words and phrases have the meaning ascribed to them in the glossary which comprises Chapter 10 of the Rules;
- (b) a reference to this Contract or another instrument includes any variation or replacement of either of them;
- (c) the singular includes the plural and vice versa;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) if a period of time is specified and dates from a given day or the day of an actual event, it is to be calculated exclusive of that day;
- (g) a reference to a GC or schedule is a reference to a GC or schedule in this Contract; and
- (h) the words "including" and "include" are a reference to "including, but not limited to".

29.3 Headings are inserted for convenience only and do not affect the interpretation of this Contract.

## **Schedule 1 Performance of Works**

**[Drafting note: insert details of the obligations governing the performance of the Connection Work. Often these obligations will be covered by a separate agreement with the Network Services Provider, however they may be incorporated here as a schedule under the Connection agreement.]**

**Key clauses should include:**

**The scope of the Network Services Provider's obligations in respect of constructing and commissioning the assets, as well as the standard of care to be applied in so doing:**

- Configuration of the Connection Assets and Communication Assets;**
- Access rights for the performance of works;**
- Authorisations required under the Applicable Laws by the Customer and the Network Services Provider;**
- Licenses required under the Applicable Laws by the Customer and the Network Services Provider;**
- Excepted Risks;**
- Variation to Program of Works;**
- Reporting;**
- Project Meetings;**
- Co-ordination;**
- Variations to Connection Work;**
- Pre-Connection Work required by the Customer (and associated variations); and**
- Completion of the Customer's Facilities for Commissioning.**

**Additional provisions should be incorporated to cover delay of the Connection Work.**

**Reference is made to Attachment A, wherein the Scope of Work should be attached.]**

## **Schedule 2 Additional Services**

**Drafting note: insert details of the Additional Services to be provided by the Network Services Provider, for example:**

- **Customer Transmission Use of Service;**
- **Generator Transmission Use of Service; and**
- **Common Services.]**



## **Schedule 3 Charges**

**[Drafting note: insert details of the Charges. Charges are to be negotiated in accordance with Chapter 6A of the National Electricity Rules.]**

**For Entry Services (which are the primary services provided to Solar PV facilities) Charges will typically be comprised of two parts:**

- Capital Charges – in relation to the capital expended by the Network Services Provider to establish the connection, and any associated capital expenditure on the Connection Assets; and**
- O&M Charges – in relation to the operation and maintenance activities undertaken by Transend with respect to the connection.**

**If the Network Services Provider is the Responsible Person for Metering Installation under Schedule 6, additional charges for those services may be incorporated here (with both Capital and O&M components, similarly to Entry Services).**

**Additional charges may be applicable where additional services are incorporated in General Condition 3, for example for:**

- Customer Transmission Use of Service;**
- Generator Transmission Use of Service; and**
- Common Services.**

## **Schedule 4 Details of Connection Assets and Customer's Facility**

**[Drafting note: insert details in respect of the Facility. The following is a non-exhaustive list of the relevant information to be inserted:**

- Location of Connection Points, including description, location, services to be provided by the Network Services Provided, pictorial descriptions, and schematic details of connection points;**
- Agreed Capability of each connection point, including nominal voltage and maximum continuous voltage range;**
- Schematic location of transmission network connection point;**
- Description of the Network Service Provider Connection Assets; and**
- Description of Customer's Facilities and Maximum Permitted Output.]**

## **Schedule 5 Outages and Scheduled Maintenance**

**[Drafting note: insert details in respect of obligations for Outages and Schedules Maintenance. Example provisions are provided below. parties may wish to include additional obligations, for example to develop and maintain an Asset Management Plan, or for inspection and testing under the Rules.]**

**It is important that the obligations contained herein are incorporated as part of the O&M Contractor's Scope of Services, in Schedule 1 of the O&M Contract. ]**

### **1 Undertaking of Work**

- 1.1 Each party will, in carrying out any work;
- (a) use its reasonable endeavours to ensure the co-ordination of Work so as to minimise disruption to the provision of the Services;
  - (b) diligently carry out that Work and ensure that it is completed in a timely manner; and
  - (c) not unreasonably delay or restrict the other party from performing Work which is necessary for that party to perform in order to comply with the requirements of any Applicable Law, Prudent Electrical Practice, and its obligations under this agreement.
- 1.2 Nothing in Schedule 5 clause 1.1 will prevent a party immediately carrying out any Unplanned Works. The party needing to undertake any Unplanned Works must notify the other party as soon as possible after it becomes aware of the need to undertake the Unplanned Works.

### **2 Notification of planned works**

- 2.1 For the purposes of this Schedule 5, **Planned Work** means work undertaken in accordance with this clause 2 and clause 4.
- 2.2 No later than one month before the end of the Financial Year, each party will notify the other of any Work the party proposes to undertake in the next two Financial Years in relation to its Facilities which, acting reasonably, it considers may have a material adverse effect on:
- (a) the provision of services under this agreement;
  - (b) the supply of electricity to the Network from the Connection Site; or
  - (c) the Connection Assets, the other party's Facilities or other property.
- 2.3 Notwithstanding Schedule 5 clause 2.1, should either party wish to undertake any Work not previously notified in accordance with Schedule 5 clause 2.1, that the party, acting reasonably, considers may have a material adverse effect on the matters set out in Schedule 5 clauses 2.1(a), (b) or (c), that party must notify the other party of its intention to undertake that Work **[as soon as reasonably practicable OR 20 Business Days prior]**.

**[Drafting Note: parties to agree on an appropriate timeframe.]**

### **3 Co-ordination of planned works**

- 3.1 Within the period of **[60 days]** following the delivery of the notifications required under Schedule 5 clause 2, the parties will use reasonable endeavours to co-ordinate the Planned Works they propose to undertake in the next two *Financial Years*, including any required Outages, into a program to ensure as far as practicable that the parties' Planned Works, and Outages required to carry out the Planned Works, are co-ordinated to minimise disruption to the Services.

### **4 Amendment of the planned works program**

- 4.1 If at any time after the delivery of notifications referred to in Schedule 5 clause 3 a party becomes aware of additional Work which is to be undertaken during the period covered by the current Planned Works program then:
- (a) that party must notify the other party as soon as possible after it becomes aware of the need to undertake the Work; and
  - (b) the parties must use reasonable endeavours to co-ordinate the additional Work into the existing Planned Works program so as to ensure as far as practicable that the parties' Planned Works, and Outages required to carry out the Planned Works, are co-ordinated to minimise disruption to the Services.

## **Schedule 6 Metering**

**[Drafting note: insert details in respect of obligations for Metering. Note that where the Network Services Provider is not to be the Responsible Person and/or Metering Provider, this schedule can be omitted as the arrangements will be governed by a separate agreement.]**

**An example arrangement is provided below.]**

### **Part A Provision of Metering Inputs**

#### **1 Provision of Metering Inputs**

- 1.1 The Network Services Provider will provide inputs from metering class current transformers and voltage transformers and cable these inputs to an interface point within the Network Services Provider control room at that location, for each Connection Point except where the Customer elects to use alternate metering arrangements that do not require the use of the Network Services Provider metering class current transformers or voltage transformers.
- 1.2 Where the Network Services Provider is engaged as the Metering Provider for the Customer's Facilities, the Network Services Provider will test the accuracy of the inputs provided under paragraph (a) as specified in Schedule 7.3 of the Rules and will use reasonable endeavours to ensure that the accuracy of the units is not outside the maximum allowable level for the type of metering installation.
- 1.3 The Customer will provide to the Network Services Provider the metering data reasonably required by the Network Services Provider for the purpose of the operational planning of the power system or for the billing and charging of Services.
- 1.4 The Customer agrees that if any meter at any Connection Point is not provided by the Network Services Provider under Part B of this Schedule 4:
  - (a) that meter will meet the requirements set out in Part A of this Schedule 4; and
  - (b) the Customer must provide the details of that meter prior to commissioning.

### **Part B Appointment as responsible person and metering provider**

#### **2 General**

- 2.1 For the term of this agreement, the Customer appoints the Network Services Provider as the *responsible person* for the Metering Installations and as the *Metering Provider* for the Metering Installations indicated in the table below.

#### **3 Provision of equipment at Metering Installation**

- 3.1 For each Metering Installation, the Network Services Provider will provide the Metering Equipment listed in Part D in respect of that Metering Installation.
- 3.2 The Customer warrants that as at the Commencement Date, all Metering Equipment provided by the Customer in relation to the *connection* of the Customer's Facilities complies with the requirements of all relevant Applicable Laws.

#### **4 Installation and maintenance and service levels**

- 4.1 The Network Services Provider will use its reasonable endeavours to ensure that:
  - (a) any equipment installed by the Network Services Provider which forms part of a Metering Installation will comply with the requirements of all relevant Applicable Laws; and
  - (b) all Metering Installations covered by this agreement will be maintained in a serviceable condition which satisfies the requirements of all relevant Applicable Laws (and, in particular, the requirements relating to accuracy set out in the Rules).
- 4.2 Where specifically requested by the Customer, the Network Services Provider will notify the Customer prior to commencing specified Works covered by this agreement. Where metering data may be affected by the Work, then the Network Services Provider will also notify AEMO prior to commencing Work.
- 4.3 If the Customer wishes to require the Network Services Provider to comply with additional security procedures at the Customer's Facilities, The Network Services Provider agrees to negotiate in good faith with the Customer regarding these procedures. The Network Services Provider may charge the Customer any costs incurred by the Network Services Provider in complying with any such procedures.
- 4.4 The Network Services Provider will comply with any reasonable safety requirements of the Customer in relation to the Network Services Provider performing its obligations or exercising its rights under this agreement at the Customer's Facilities. The Network Services Provider may charge the Customer any costs

it incurs in complying with any such safety requirements including the Network Services Provider's costs in training its staff to comply with the Customer's safety requirements.

- 4.5 The Network Services Provider staff who visit any Metering Installation will be dressed in the Network Services Provider's corporate uniform or safety clothing and possess a Network Services Provider's identification card, including photograph and will drive vehicles marked with The Network Services Provider's logo (with the exception of senior The Network Services Provider managers whose vehicles may be unmarked).
- 4.6 Subcontractors working for the Network Services Provider will be accompanied by authorised the Network Services Provider staff, unless otherwise agreed with the Customer.

## 5 Testing

- 5.1 If the Network Services Provider is the Metering Provider for a Metering Installation, the Network Services Provider will test each Metering Installation as required under the Rules.
- 5.2 The Customer may elect to witness the testing of any Metering Installation. The Network Services Provider will notify the Customer of the date on which it proposes to carry out tests under paragraph 4(a), no less than 30 days before that test is carried out.
- 5.3 The Customer may request the Network Services Provider to perform additional tests to those carried out in accordance with paragraph 4(a). The Network Services Provider will charge the Customer for these additional tests in accordance with Part C of this Schedule.
- 5.4 The Network Services Provider will provide the Customer with reports in a format reasonably determined by the Network Services Provider, regarding the results of a test performed in accordance with paragraph 4(a), including the performance and accuracy of the tested equipment. If requested by the Customer, the Network Services Provider will provide copies of test reports to AEMO.

## 6 Service delivery

- 6.1 For any Metering Installation where the Network Services Provider is the Metering Provider, if the Customer detects a fault in any Metering Installation it must notify the Network Services Provider of the fault as soon as it is practicable to do so in accordance with the procedure specified from time to time for this purpose by the Network Services Provider.
- 6.2 Response to faults may vary in accordance with the nature of the fault and the priority for restoration. The Network Services Provider will use its reasonable endeavours to ensure that its service staff arrive at a Metering Installation in response to:
  - (a) "**Major Faults**", (being a fault which leads to a total loss of information through one or more phase of supply through a Metering Installation) within 1 business day of the Customer notifying the Network Services Provider of the fault; and
  - (b) "**Minor Faults**", (being a fault other than a Major Fault) within 2 business days of the Customer notifying the Network Services Provider of the fault.
- 6.3 The Network Services Provider will use its reasonable endeavours to ensure that, if it is notified by the Customer of a Major Fault outside Business Hours, it will contact the Customer's designated contact to determine the appropriate response within 2 to 4 hours of the Network Services Provider being notified of the Major Fault in accordance with paragraph 5(a).

## 7 Need to purchase new equipment

- 7.1 If in acting as the *Metering Provider* for a Metering Installation, the Network Services Provider reasonably determines that any Metering Equipment requires replacement and no replacement is located at the relevant Metering Installation, the Network Services Provider will give notice to the Customer of the equipment which the Network Services Provider considers requires replacement.
- 7.2 If the Customer wishes the Network Services Provider to procure the piece of equipment specified in the notice given by the Network Services Provider in accordance with paragraph 6(a), the Customer may, by notice in writing, request the Network Services Provider to procure such equipment. If the Network Services Provider considers that it is able to procure the relevant equipment for the Customer, it must within 10 *business days* of receiving the Customer's notice offer to procure this equipment for the Customer. The Network Services Provider's offer must set out the terms on which it reasonably considers it will be able to procure the equipment and the date by which it reasonably considers the equipment would be available. If the Customer wishes to accept these terms, the Customer must give notice to the Network Services Provider of such acceptance within 10 business days of receiving that offer.
- 7.3 If the Customer accepts the terms set out in the Network Services Provider's offer under paragraph 6(b), the Network Services Provider will use its reasonable endeavours to procure the equipment on the basis set out in that offer.

- 7.4 The Network Services Provider will have no obligation to maintain the equipment which, in accordance with paragraph 6(a), it notified the Customer required replacement until such time as replacement equipment is provided by the Customer or procured by the Network Services Provider in accordance with paragraph 6(b).

## **8 Ownership of Metering Installation equipment**

- 8.1 Unless otherwise agreed in writing to the contrary, all Metering Equipment at Metering Installations (including, but not limited to, Metering Equipment leased to the Customer by the Network Services Provider) will be owned by the Network Services Provider. Except as provided for in this agreement, the Customer will have no rights over any equipment forming part of the Metering Installation.
- 8.2 The Customer warrants that it has sufficient rights in relation to any metering equipment which it provides to enable the Network Services Provider to perform its obligations and exercise its rights under this agreement.
- 8.3 Where as part of exercising its rights or performing its obligations under this agreement, the Network Services Provider permanently disconnects equipment forming part of a Metering Installation and such equipment is not owned or leased by the Network Services Provider, the Network Services Provider will, unless agreed otherwise, leave the disconnected equipment at the relevant Metering Installation or at the site where the Metering Installation is located.

## **9 Security measures**

- 9.1 Where the Network Services Provider is the *Metering Provider* for a Metering Installation, the Network Services Provider will ensure that meters, data loggers, metering panel/cubicle doors and instrument transformer secondary boxes will be secured by seals or security padlocks located on exposed metering panels. Warning labels will be applied to all metering equipment, kiosks, panels and cubicles.
- 9.2 Password access to metering equipment and data will be managed by the Network Services Provider's Metering Help Desk in accordance with the procedures specified by The Network Services Provider from time to time.

## **10 Location of Metering Installation equipment**

- 10.1 If the Network Services Provider is the *responsible person* for a Metering Installation: the Network Services Provider will use its reasonable endeavours to ensure that:
- (a) the *revenue metering* point is located as close as practical to the relevant Connection Point; and
  - (b) any instrument transformers required for a check metering installation are located in a position from which it is possible to achieve a mathematical correlation with the revenue metering data,
- unless otherwise agreed with AEMO and the Customer.

## **11 Registration of Metering Installations**

- 11.1 If the Network Services Provider is the *responsible person* for a Metering Installation:
- (a) the Network Services Provider will apply to the *Local Network Service Provider* (which for the avoidance of doubt may be the Network Services Provider) for a *National Metering Identifier* (NMI) for each Metering Installation;
  - (b) the Network Services Provider will register the *NMI* with AEMO in accordance with the procedures specified by AEMO from time to time;
  - (c) the Network Services Provider will forward copies of all information which is required by the Rules to be included in the *metering register* to AEMO for all Metering Installations and provide a copy of this information to the Customer; and
  - (d) if AEMO advises the Network Services Provider under clause 7.5.2(a) of the Rules that the *revenue metering installation* or the *check metering installation* does not comply with the requirements of the Rules, the Network Services Provider will arrange for the discrepancy to be corrected within 2 *business days* after The Network Services Provider has been advised of the discrepancy by AEMO, unless exempted by AEMO under clause 7.5.2(b) of the Rules.

## **12 Other services using Metering Installations**

- 12.1 If the Network Services Provider is the *responsible person* for a Metering Installation, and that Metering Installation is to be used for a purpose other than the provision of metering data to AEMO, the Network Services Provider will coordinate the use of that Metering Installation for purposes in addition to the provision of *metering data* to AEMO in accordance with the requirements of clause 7.3.1(g) of the Rules.

## **13 No guarantee of error free or uninterrupted operation**

- 13.1 The Customer acknowledges that the Network Services Provider in providing equipment and services under this agreement or acting as the *responsible person* or *Metering Provider* for any Metering Installation does not guarantee uninterrupted or error free operation of any Metering Installation.

## **Part C Charges**

### **14 Charges**

- 14.1 If the Network Services Provider is the responsible person and/or the Metering Provider for a Metering Installation, then:
- (a) the charges payable by the Customer to the Network Services Provider for the provision of those services in relation to that Metering Installation; and
  - (b) the other terms and conditions applying to the provision of those services in relation to that Metering Installation, will set out in a separate agreement between the Customer and the Network Services Provider.

**[Drafting Note: metering charges may alternatively be included in Schedule 2 (Charges) for completeness. To be discussed between parties]**

## **Part D Metering Equipment**

**[Drafting Note: The following table is for illustrative purposes only, and should be tailored to the parties' specific requirements]**

<i>Location</i>	<i>Connection point</i>	<i>Loss allowance</i>	<i>Meter type</i>	<i>Meter class</i>	<i>Vt class</i>	<i>Ct class</i>

## Schedule 7 *Records and Connection Data*

**[Drafting note: example formats for the Records Tables are provided below. The following tables are for illustrative purposes only, and should be tailored to the parties' specific requirements.]**

### **1 *Controlled Records***

<i>Item</i>	<i>Record Description</i>	<i>Responsibility</i>	<i>Format</i>	<i>Classification</i>
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### **2 *Auditable Records***

<i>Item</i>	<i>Record Description</i>	<i>Responsibility</i>	<i>Format</i>	<i>Classification</i>
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### **3 *Connection Data***

**[Drafting note: Details of the parties' obligations in respect of on-system testing should be inserted here.]**



## Schedule 8 Information and Data

**[Drafting note: example formats for the Information and Data Tables are provided below. The following tables are for illustrative purposes only, and should be tailored to the parties' specific requirements.]**

### 1 Data Exchange – Customer to Network Services Provider

<i>Location</i>	<i>Description</i>	<i>Measurement</i>	<i>Data relayed to AEMO</i>
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### 2 Data Exchange – Network Services Provider to Customer

<i>Location</i>	<i>Description</i>	<i>Measurement</i>	<i>Data relayed to AEMO</i>
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### 3 Alarms

<i>Location</i>	<i>Description</i>	<i>Measurement</i>	<i>Data relayed to AEMO</i>
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## Schedule 9 Technical Obligations

### 1 Network Services Provider Obligations

**[Drafting note: example formats for the Records Tables are provided below. The following tables are for illustrative purposes only, and should be tailored to the parties' specific requirements.]**

Rules reference	Technical standard	Qualifications and modifications
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### 2 Customer Obligations

**[Drafting note: insert details in respect of obligations for Outages and Schedules Maintenance. Example provisions are provided below.]**

This Part B of Schedule 8 sets out details of requirements and conditions which (subject to clauses 5.2 and 5.3 of the Rules) the Customer must satisfy as a condition of connection of the Customer's Facilities to the Transmission System. The Customer must comply with the Technical Obligations in relation to the ongoing connection and operation of the Customer's Facilities.

The Customer must comply with all other obligations of the Customer under Schedule 5.1, 5.2 and/or 5.3 of the Rules, including its obligations to:

- (a) co-operate with the Network Services Provider on technical matters when making a new connection; and
- (b) provide information to the Network Services Provider or AEMO.

This Part B of Schedule 8 does not set out arrangements by which a Customer may enter into an agreement or contract with AEMO to:

- (c) provide additional services that are necessary to maintain power system security; or
- (d) provide additional services to facilitate management of the national electricity market.

## ***Schedule 10 Credit Support***

***[Drafting note: insert details of the Credit Support. Credit Support is to be negotiated in accordance with Chapter 6A of the National Electricity Rules.]***

## **Schedule 11 Liability Limit Amounts**

**[Drafting note: insert details of the Agreed Cap Amounts parties may wish to set. parties may also wish to insert provisions around:**

- Threshold amounts for claims;**
- Timing limitations upon bringing a claim;**
- Annual limits to overall liability, in addition to limits to liability upon individual claims.]**

## **Schedule 12 Form of Bank Guarantee**

### **BANK GUARANTEE**

[On the letterhead of the Bank]

Date: [Insert]

To: [Insert name and address of the Network Services Provider]

Dear [Insert]

#### **[insert Project] Connection agreement – Bank Guarantee**

You entered into a contract dated [insert date] with [insert] (**Customer**) titled [insert] for certain services (**Services**) to be undertaken by the Operator (**Customer**).

We, [insert Bank], irrevocably and unconditionally undertake with you that whenever you give written notice to us demanding payment, we will:

- a) without any right of set-off or counterclaim;
- b) without reference to the Contractor, any other person or the Contract;
- c) without enquiring into the performance or non-performance of the Contract;
- d) without reference to the correctness or validity of the written demand; and
- e) despite any notice by the Contractor or any other person not to pay the whole or any part of the Guaranteed Sum,

immediately pay to you or as you may direct such an amount as you may in that notice require not exceeding (when aggregated with any amount(s) previously so paid) the sum equivalent to 200% of the Total Yearly Fee (**Bank Guarantee**).

This Bank Guarantee is valid from the date of this letter in its full amount of [insert]. Our liability under this Bank Guarantee will be a continuing liability and continues to be fully valid with respect to any written notice to us referred to above until the earlier of:

- f) us receiving written notification from you that this Bank Guarantee is no longer required by you;
- g) until this Bank Guarantee being returned to us; or
- h) until payment to you by us of the whole sum of [insert].

We may at any time without being required to do so pay you the sum of [insert] less any amount or amounts which we have previously paid under this Bank Guarantee.

Any payment by us in accordance with this Guarantee will be in immediately available and freely transferable Australian Dollars free and clear of and without any deduction for or on account of any present or future Taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations. Our obligations will not require any previous notice to or Claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- a) waiver, time, lenience or tolerance which you may grant to the Contractor, or the discharge or release of any person;
- b) breach or breaches of the Contract by the Contractor or you;
- c) amendment, modification or extension which may be made to the Contract or the Works performed under the Contract (with or without or knowledge or consent);
- d) intermediate payment or other fulfilment made by us;
- e) change in the constitution or organisation of the Contractor; or

- f) other matter or thing which in the absence of this provision would or might have that effect.
- g) This Bank Guarantee may not be assigned by you to any person, firm or company, without our prior written consent, which must not be unreasonably withheld. We hereby consent to:
- h) you assigning this Bank Guarantee to your lenders or to the Security Trustee appointed by your lenders and we undertake that we will acknowledge such assignment; and
- i) the grant of security by you to **[insert]**.

You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or 96 hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

This Guarantee is governed by and construed in accordance with the laws of **[insert state]** and we agree to submit to the exclusive jurisdiction of the courts of **[insert state]**, Australia and any courts that may hear appeals from these courts regarding any proceedings under or in connection with this deed.

This Guarantee is executed by us.

**IN WITNESS** of which the **[insert Bank]** has duly executed this Guarantee on the date stated above.

# ***Executed.***

***[Drafting note: execution blocks to be confirmed]***

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Signed and delivered by ***[insert]*** in accordance with section 127 of the Corporations Act 2001 (Cth) and by:

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

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***Address for notices: [Insert address]***

## **Appendix A      Scope of Works**

***[Drafting note: insert the Scope of Works Technical Document here]***



