

NEGOTIATED CONNECTION CONTRACT

between

The Distributor

and

The Customer

NEGOTIATED CONNECTION CONTRACT

This Contract is made

Between

The Distributor named item 1 of Schedule 1 of this Contract (the "Distributor"); and

The Customer named in item 1 of Schedule 1 of this Contract (the "Customer").

Recitals

The Distributor has offered and the Customer has accepted the Distributor's offer to construct the Works or arrange the construction of the Works in accordance with this Contract. The offer is made on the basis of the least cost technically acceptable method of carrying out the Works.

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATIONS

1.1 Definitions

In this Contract, unless a contrary intention appears:

"AEMO"	means the Australian Energy Market Operator Limited ACN 072 010 327 and includes any body which is the successor to the administrative responsibilities of that company.
"Agreement for Lease"	means an agreement for lease in favour of the Distributor in the form attached as Annexure A (if any).
"Agreement to Grant an Easement"	means an agreement to grant a registered easement in favour of the Distributor in the form attached as Annexure A (if any).
"Actual Electricity Consumption"	means the electricity consumption (MWh) measured at the Connection Point in each SF Year;
"Anticipated Electricity Consumption"	means the electricity consumption (MWh) that the Distributor estimates will be measured at the Connection Point in each SF Year as specified in item 16 of Schedule 1;
"Business Day"	means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.
"Charges"	means the charges to be paid by the Customer in accordance with clause 5 and specified in item 8 of Schedule 1, including any additional charges as may be notified by the Distributor in accordance with clause 4.4 and clause 5.
"Code"	means any code, order, or other instrument applying from time to time to the Victorian region of the National Electricity Market, whether pursuant to statute, an order or certification of the ESC or otherwise.
"Commencement Date"	means the date this Contract is executed by both parties.
"Completion Date"	means the date specified in item 13 of Schedule 1 for completion of the Works.

"Connection Point"	means the point of supply specified in item 12(b) of Schedule 1.
"Construction Design"	means the plans and instructions describing the Works.
"Construction Program"	means the indicative timeframe for design and construction of the Works prepared by the Distributor in accordance with clause 4.2 and as specified in item 13 of Schedule 1.
"Customer's Responsible Officer"	means the person specified in item 11 of Schedule 1.
"Customer Works"	means the works to be completed by the Customer specified in item 15 of Schedule 1.
"Distributor's Responsible Officer"	means the person specified in item 10 of Schedule 1.
"Deemed Distribution Contract"	means the Distributor's Deemed Electricity Distribution Contract under section 40A of the <i>Electricity Industry Act (Vic)</i> 2000.
"Drawing"	means the conceptual design of the Works (if any) set out in Schedule 2.
"Electricity Distribution Code"	means the code of that name issued by the ESC pursuant to the <i>Electricity Industry Act (Vic)</i> 2000.
"Electricity Law"	means the Codes, the <i>Electricity Industry Act (Vic)</i> 2000 and regulations under that Act, the <i>Electricity Safety Act (Vic)</i> 1998 and regulations under that Act, the <i>Essential Services Commission Act (Vic)</i> (2001) and regulations and determinations under that Act, the <i>National Electricity (Victoria) Act (Vic)</i> 2005 and the National Electricity Law, the Deemed Distribution Contract and any other law, statute, regulation, proclamation, order in council, direction, tariff, guideline or standard which can be enforced by law or by a regulatory authority against a participant in the Victorian region of the National Electricity Market.
"Embedded Generator"	means a person that owns, controls or operates an embedded generating unit.
"ESC"	means the Essential Services Commission under the <i>Essential Services Commission Act (Vic)</i> 2001, or any body which assumes its functions.
"Generator Deed"	means the generator deed between the Distributor and the Customer which allows the Customer to export electricity to the Distributor's distribution system.
"Land"	means the land specified in item 2 of Schedule 1.
"Maximum Capacity"	means the import/export rates specified in item 4 of Schedule 1.
"Memorandum of Agreement"	means the agreement to grant an easement in favour of the Distributor in the form attached as Annexure A (if any).
"National Electricity Law"	means the National Electricity Law which applies in Victoria as a result of the operation of section 6 of the <i>National Electricity (Victoria) Act (Vic)</i> 2005.
"National Electricity Market"	means the market for wholesale trading in electricity operated by AEMO under the National Electricity Law and the National Electricity Rules.

"National Electricity Rules"	means the rules made under the National Electricity Law.
"Premises"	means the premises within the Land upon which the Works will be constructed.
"Registered Easement"	means an easement in favour of the Distributor in the form attached as Annexure A (if any).
"Registered Proprietor"	means the registered proprietor of the Land and if more than one, includes all registered proprietors of the Land.
"Security Fee"	means the security fee specified in item 16 of Schedule 1, or such other security fee acceptable to Distributor, as required to be paid by the Customer in accordance with this Contract.
"SF Term"	means a period of 5 years commencing on the Completion Date.
"SF Year"	means each 12 month period commencing on the Completion Date and each anniversary of the Completion Date.
"Shortfall"	means the amount by which the Anticipated Electricity Consumption in any SF Year exceeds the Actual Electricity Consumption in the same SF Year.
"Special Conditions"	means the Special Conditions (if any) provided in item 14 of Schedule 1.
"Specification"	means the details specified in item 3 of Schedule 1.
"Start Date"	means the date specified in the Construction Program for commencement of the Works.
"Substation Lease"	means a lease in favour of the Distributor in the form attached as Annexure A (if any).
"Term"	has that meaning given to it in Clause 2.
"Works"	means the works to be completed pursuant to this Contract specified in item 12(a) of Schedule 1 and, if provided, as set out in the Drawing, and any services supplied by the Distributor under this Contract.

1.2 Interpretation

(a) General

In this Contract (including the Recitals) unless a contrary intention appears:

- (i) the singular includes the plural and vice versa and reference to a gender includes other genders;
- (ii) a reference to any legislation or statutory instrument includes all regulations and amendments to that legislation or statutory instrument and any legislation passed in substitution for that legislation or statutory instrument or incorporating any of its provisions to the extent that they are incorporated;
- (iii) a reference to a party to this Contract includes its successors and permitted assigns;

- (iv) where a word or phrase is defined, its other grammatical forms of have a corresponding meaning;
- (v) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Contract;
- (vi) a reference to any agreement or document includes that agreement or document as amended or replaced from time to time;
- (vii) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (viii) when a thing is required to be done (other than the payment of money) under this Contract on a day which is not a Business Day, the thing must be done and the money paid on the next Business Day; and
- (ix) no term or provision of this Contract is to be construed against a party on the basis that the Contract or the term in question was put forward or drafted by or on behalf of that party.

(b) Headings

In this Contract headings are used for reference only and do not affect the construction of any provision in this Contract.

(c) Parties Bound

This Contract binds and benefits each party and their respective successors, assigns and legal personal representatives.

If a party consists of more than one person, this Contract binds them jointly and each of them severally.

2. TERM

This Contract will commence on the Commencement Date and will continue until all of the obligations of the Customer and the Distributor under this Contract have been fulfilled or until terminated in accordance with this Contract.

3. CONDITIONS PRECEDENT

Without prejudice to any rights the Distributor has under this Contract, the Distributor will not be required to perform any obligation under this Contract until the following conditions precedent have been satisfied:

- (a) the Customer obtaining and providing to the Distributor the written consent of the Registered Proprietor (or any other person whose consent is required) to enter upon and to perform the Works on the Land and the Premises, or if the Customer is the

Registered Proprietor then the Customer providing such consent to the Distributor;

- (b) where a Substation Lease, a Registered Easement or Memorandum of Agreement is required by the Distributor, the Customer procuring the Registered Proprietor to enter into a legally effective Agreement for Lease, Agreement to Grant an Easement or Memorandum of Agreement, or if the Customer is the Registered Proprietor then the Customer entering into such agreements;
- (c) Charges have been paid by the Customer on or before the due date on the Distributor's invoice.

4. WORKS

4.1 Nature of Works

- (a) Details of:
 - (i) the Connection Point is set out in item 12(b) of Schedule 1;
 - (ii) the components of the distribution system which are used to provide the connection services, the additional equipment required to be installed on the Premises and allocation of responsibility for the Works is set out in item 12(a) of Schedule 1; and
 - (iii) any network extension or augmentation required for the purposes of the connection is set out in item 12(a) of Schedule 1.
- (b) The Distributor will provide information about the connection to the Customer as the Customer may reasonably request from time to time during the term.

4.2 Construction Program

- (a) The Distributor will prepare a Construction Program that includes a Start Date as well as a Completion Date.
- (b) The Distributor will use its reasonable endeavours to construct the Works in accordance with the Construction Program.
- (c) Subject to clause 4.4, the Distributor will use its reasonable endeavours to complete the Works by the Completion Date.
- (d) The Distributor will undertake the Works between the hours of 8.00 am and 4.45 pm on Business Days. The Distributor has no obligations to undertake work outside these hours to overcome any delay caused to the Distributor.

- (e) Where the circumstances in which the Works are required to be undertaken (including the requirements of applicable laws) have the consequence that the Distributor must undertake the Works outside of the hours in clause 4.2(d), then the Distributor may invoice the Customer for the additional costs incurred by the Distributor.

4.3 Design and Construction of Works

- (a) The Distributor will prepare the Construction Design which will be consistent with the Drawing (if provided).
- (b) Once the Construction Design has been completed, the Distributor will construct the Works on the least cost technically acceptable basis and in accordance with this Contract.
- (c) The Distributor may give the Customer a written notice requesting a variation to the Drawing (if provided) where:
 - (i) there is a physical condition on the Land or its near surrounds which differs from the physical conditions which should reasonably have been anticipated by the Distributor; or
 - (ii) land access rights such as a Registered Easement or Substation Lease, is required by the Distributor in respect of land that the Customer does not control, and Customer is unable to procure such land access rights in favour of the Distributor; or
 - (iii) any change to any relevant law comes into effect on or after the Commencement Date.
- (d) If, within 10 Business Days of the Customer receiving the notice under clause 4.3(c), the Customer does not accept the requested variation to the Drawing, either party may give written notice to terminate this Contract immediately. The Distributor will stop carrying out the Works during the 10 Business Days unless the Customer gives the Distributor a written request to continue the Works. The Completion Date will be automatically extended by the same number of Business Days during which the Distributor stops carrying out the Works.
- (e) No comments or review by the Distributor or failure by the Distributor to identify a deficiency in any information or documents submitted by the Customer to the Distributor relieves the Customer of any of its obligations or liabilities under this Contract or will result in the Distributor assuming any responsibility for any of the Customer's obligations under this Contract.

4.4 Variation to Construction Program and/or Charges

- (a) Subject to clause 5.2(b), the Distributor may give the Customer a written notice requesting a variation to the Construction Program and/or the Charges if:
- (i) it becomes apparent upon completion of the Construction Design that the Construction Program needs to be adjusted;
 - (ii) there is a physical condition on the Land or anywhere else where the Works are to be undertaken which differs from the physical conditions which should reasonably have been anticipated by the Distributor;
 - (iii) the Distributor defers the Works upon written request of the Customer;
 - (iv) the Distributor forms a reasonable opinion that the Customer is unlikely to require connection of supply of electricity at the Land at the Completion Date (having consulted with the Customer and taken into account the discussions with, and any other information provided by, the Customer);
 - (v) the Distributor forms a reasonable opinion that an event beyond the control of the Distributor has interfered with construction of the Works;
 - (vi) the Distributor forms a reasonable opinion that the Customer's instructions, or part thereof, on which the Works were based have altered;
 - (vii) the Distributor forms a reasonable opinion that the Customer has not disclosed all necessary information to the Distributor for the proper design or construction of the Works;
 - (viii) the obligations contained in clause 4.5 (Customer's Obligations) or clause 5.2 (Payment Obligations) have not been satisfied;
 - (ix) necessary to comply with a plan of subdivision, or the *Road Management Act (Vic) 2004* (or any regulations or determinations under that Act);
 - (x) the Customer has accepted a variation to the Drawing pursuant to clause 4.3(c);
 - (xi) the Customer causes any delay to the Works or has requested that Works be carried out in a way that does not meet the least cost technically acceptable basis of carrying out the Works;
 - (xii) if any change to any relevant law comes into effect on or after the Commencement Date

which causes the Distributor to incur more cost than otherwise would have been incurred in performing the Works;

- (xiii) no allowance or an insufficient allowance was made for the removal of rock, contaminated soil and/or contaminated water;
 - (xiv) no allowance or an insufficient allowance was made for activities associated with vegetation clearance, environmental approvals, cultural heritage management approvals, easement negotiations, planning permits and/or third party approvals;
 - (xv) there is a delay in the granting of approvals, consents or permits from a third party; or
 - (xvi) any condition precedent specified in clause 3 has not been satisfied by the Customer on or before the Start Date.
- (b) The Distributor is not required to commence or continue with the Works if the Customer fails to comply with any of its obligations under this Contract, including payment of the Charges.
- (c) If, within 10 Business Days of the Customer receiving the notice under clause 4.4(a), the parties are not able to agree to the variation to the Construction Program and/or the Charges, either party may terminate this Contract immediately. Unless it is not reasonable to do so or the Customer requests otherwise, the Distributor will stop carrying out the Works during the 10 Business Days period. The Completion Date will be extended by such period as notified in writing by the Distributor to the Customer, acting reasonably and after taking into consideration the Distributor's operational priorities.
- (d) Where the Distributor requests a variation to the Construction Program pursuant to clause 4.4, the Distributor will use its reasonable endeavours to ensure the adjusted Construction Program allows the Works to be performed as soon as is reasonably possible by the Distributor after taking into consideration the Distributor's operational priorities and the date that the Customer requires connection of supply of electricity at the Connection Point.

4.5 Customer's Obligations

- (a) The Customer must at its cost:
- (i) complete all Customer Works to the reasonable satisfaction of the Distributor;
 - (ii) obtain all necessary permits and all statutory approvals to enable the construction of the Works from the relevant responsible authorities

unless otherwise specified to the contrary in item 6 of Schedule 1;

- (iii) be responsible for reinstatement as required by any responsible authority unless otherwise specified in item 7 of Schedule 1;
 - (iv) at the time it applies for a connection service, have appropriate metering installed;
 - (v) undertake all vegetation clearing to the reasonable satisfaction of the Distributor (including obtaining any permit or statutory approval necessary to clear any vegetation); and
 - (vi) arrange for the Customer Works to be audited where the Distributor notifies the Customer in writing that the Customer Works must be audited in accordance with the Distributor's requirements as notified to the Customer. The Customer must provide all such assistance and cooperation required by the Distributor to facilitate such audits. Where an audit identifies a deficiency in the Customer Works, the Customer must remedy that deficiency and reimburse the Distributor for the cost of further audits, inspection and testing to verify that the deficiency has been addressed.
- (b) The Customer must ensure that the Land for the Works and the means of access to and egress from the Land for the Works are safe and without risk to health as required by the *Occupational Health and Safety Act (Vic) 2004*.
 - (c) The Customer must provide enclosures to accommodate and secure the Distributor's and the Distributor's contractor's equipment on the Land and/or the Premises of a standard approved by the Distributor's Responsible Officer.
 - (d) The Customer must provide to the Distributor, its employees, agents and contractors, safe and unhindered access to the Land, including full vehicular access for construction vehicles and plant to the Land of a standard approved by the Distributor's Responsible Officer.
 - (e) Where the Customer is responsible for obtaining a permit or statutory approval, the Customer must promptly provide satisfactory evidence of the permit or statutory approval to the Distributor. The Customer must complete to a standard required by the Distributor's Responsible Officer any Customer Works, vegetation or other clearing necessary for the Works to proceed.

5. PAYMENT

5.1 Customer to Pay for Works

In consideration of the Distributor constructing the Works, the Customer agrees to pay the Charges.

5.2 Payment obligations

- (a) The Customer must pay the Charges as a lump sum payment on or before the due date(s) specified in invoice(s) issued by the Distributor.
- (b) If, in the Distributor's reasonable opinion, there is reason for varying the Charges pursuant to clause 4.4 but it is not reasonable to stop construction of the Works and seek the Customer's prior written consent, the Distributor may give the Customer a written notice of variation of the Charges together with adequate particulars of such variation including the amount of the additional charges. For the avoidance of doubt, such reasons include circumstances where:
 - (i) no allowance was made for the removal of rock where rock was not discovered in trial holes but was discovered between boring holes once construction started and it is not reasonable to seek the Customer's prior written consent having regard to demobilisation costs and the timeframe to complete the Works under permit conditions,
 - (ii) no allowance or an insufficient allowance was made for the removal of contaminated soil and/or water;
 - (iii) no allowance or an insufficient allowance was made for activities associated with vegetation clearance, environmental approvals, cultural heritage management approvals, easement negotiations, planning permits and/or third party approvals;
 - (iv) there is a delay in the granting of approvals, consents or permits from a third party; or
 - (v) there is a physical condition on the Land or its near surrounds which differs from the physical conditions which should reasonably have been anticipated by the Distributor.
- (c) Where the Distributor gives a notice under clause 5.2(b), the additional charges will be a debt due and payable to the Distributor. The Customer must pay the Distributor the additional charges as a lump sum on or before the due date specified in the Distributor's invoice.

5.3 AEMO's fees and charges

- (a) The Customer acknowledges that in respect of applications for generator connections in the National Electricity Market, the Charges calculated by the Distributor will include an estimate of fees and charges payable by the Customer to AEMO ("Estimated AEMO Fees") for assessing the application to connect.
- (b) If, at the Completion Date, the actual fees and charges charged by AEMO ("Actual AEMO Fees") is greater than the Estimated AEMO Fees, the Distributor will notify the Customer in writing of the shortfall (Actual AEMO Fees less Estimated AEMO Fees), which shortfall will be a debt due and payable to the Distributor. The Customer must pay the Distributor the shortfall as a lump sum payment on or before the due date specified in the Distributor's invoice.
- (c) If, at the Completion Date, the Actual AEMO Fees is less than the Estimated AEMO Fees, the Distributor will notify the Customer in writing of the excess (Estimated AEMO Fees less Actual AEMO Fees), and will give the Customer a refund of the excess.

5.4 Security Fee

- (a) The Customer agrees to pay Distributor the Security Fee specified in item 16 of Schedule 1 within 30 days of the Commencement Date.
- (b) Subject to clause 5.4(d), the Distributor will hold the Security Fee for the SF Term.
- (c) If the Customer ceases to operate, the Distributor may in its absolute discretion retain the balance of any Security Fee held by Distributor.
- (d) Subject to clause 5.4(e) during the SF Term, if the Actual Electricity Consumption is equal to, or exceeds the Anticipated Electricity Consumption in a SF Year, the Distributor will within 30 Business Days of the expiry of the relevant SF Year, rebate to the Customer 20% of the Security Fee with interest. Interest is payable annually on the rebate amount plus any balance of the Security Fee held by the Distributor.
- (e) During the SF Term, if there is a Shortfall in a SF Year, the Distributor will reduce the rebate payable for the relevant SF Year by the Shortfall expressed as a percentage of the Anticipated Electricity Consumption. Interest is not payable on the amount of the reduction of any rebate.

The interest rate is based on the average monthly 90 day Bank Accepted Bill rate published by the Reserve Bank of Australia, less 0.25%, from the date Distributor receives the Security Fee.

6. GST PAYABLE

- (a) All fees, charges and other amounts referred to in this Contract are exclusive of GST except where express provision is made to the contrary.
- (b) Subject to the Distributor providing the Customer with a tax invoice, the Customer must pay the fees, charges and other amounts including any GST payable.
- (c) A word or expression used in this clause which is defined in *A New Tax System (Goods and Services Tax) Act (Commonwealth) 1999* has the same meaning in this clause.
- (d) If, after the Commencement Date, the GST rate changes (including to an effective rate of zero for any particular Supply) (the "New GST Rate"), the parties agree that Supplier may vary the GST inclusive price for any Supply made under this Contract that is attributable to a tax period on or after the commencement of the New GST Rate, to reflect the new amount of GST payable (if any).

7. LIABILITY AND INDEMNITY OF CUSTOMER

The Customer hereby indemnifies and agrees to keep the Distributor indemnified against all claims, actions, demands, proceedings, liabilities, damages, amounts, costs and expenses (including legal costs and disbursements on a solicitor and own client basis) arising, paid, suffered or incurred by the Distributor (directly or indirectly) as a result of or in connection with a negligent act or omission by the Customer, or any breach or non-performance of any express or implied obligations of the Customer under this Contract, or any breach of or non-performance of an obligation imposed on the Customer by any law.

8. EXCLUSIONS AND LIMITATION OF LIABILITY OF THE DISTRIBUTOR

- (a) Subject to clause 8(b), but notwithstanding any other provision of this Contract and except to the extent that liability cannot legally be limited or excluded:
 - (i) the Distributor's total liability for all events giving rise to liability on its part arising out of or in connection with this Contract will be limited to the lesser of the Charges or \$1,000,000 (one million dollars) in total aggregate;
 - (ii) in no event will the Distributor be liable for any fines, penalties, liquidated sums that the Customer may be liable for under third party contracts, loss of use, contract, profit or revenue, production stoppage or replacement services, or for any indirect or consequential loss or damage;

(iii) the limitation and exclusion of liability contained in this clause 8(a) will apply whether the liability claim is based on breach of contract, breach of warranty, breach of statute or regulation, tort, negligence, under an indemnity, strict liability, in equity or other legal theory.

(b) The Distributor's liability for:

- (i) personal injury or death;
- (ii) fraud; or
- (iii) wilful misconduct,

will be unlimited to the extent it is caused by the Distributor's acts or omissions.

9. NOT A RETAIL OFFER OR DEEMED DISTRIBUTION CONTRACT

- (a) This Contract does not in any way constitute an offer to the Customer to sell electricity to the Customer.
- (b) This Contract does not apply to the supply of electricity to the Premises. Those are matters that are dealt with in a separate contract which is the Deemed Electricity Distribution Contract.

10. CUSTOMER'S ONGOING OBLIGATIONS

10.1 Customer Compliance

- (a) The Customer must ensure that all electrical work in relation to the Customer's electrical installation is carried out by an appropriately licensed electrical contractor.
- (b) The Customer must comply with all its obligations under the Electricity Law, including the Electricity Distribution Code.
- (c) The Customer must comply with the "Victorian Electricity Distributors Service & Installation Rules" as amended from time to time. The Customer acknowledges that this is a reasonable requirement as contemplated by clause 2.6.1(d) of the Electricity Distribution Code.

10.2 Ongoing Protection of Works

The Customer must not interfere and must use its best endeavours not to allow interference with the Works on the Premises and must provide and maintain appropriate access to, accommodation and/or fencing for the Works and must maintain appropriate clearances from the Works.

10.3 Maximum Capacity

(a) Details of:

- (i) the Maximum Capacity at the Connection Point is set out in item 4 of Schedule 1; and
- (ii) the connection assets required at the Connection Point is set out in item 12(b) of Schedule 1.

(b) The Customer must not take electricity, or where the Customer is an Embedded Generator, must not export electricity, at a rate exceeding the Maximum Capacity at the Connection Point, unless the Distributor's prior written approval is obtained. The Customer acknowledges that this is a reasonable requirement as contemplated by clause 2.6.1(d) of the Electricity Distribution Code.

(c) If after the Works are completed:

- (i) the Customer's maximum demand of electricity taken at the Premises over any 3 year period is less than 75% of the Customer's Maximum Capacity (Import) (as set out in item 4 of Schedule 1); or
- (ii) and on or before the date that is 12 months from the Completion Date, the Customer has failed to connect an electricity supply or if connected, the Customer's maximum demand of electricity taken at the Premises is less than the Customer's Maximum Capacity (Import) (as set out in item 4 of Schedule 1),

the Distributor may give the Customer a written notice of a lower Maximum Capacity that better reflects the Customer's actual electricity usage and demand (which may be zero).

10.4 Connection Point

The Customer must ensure that they take supply from the Connection Point at all times in accordance with the Specification. Where the Customer is an Embedded Generator, the Customer must not export electricity in excess of the export capacity in the Specification.

10.5 Sale of Land

If the Customer transfers its interest in, or sells the whole or part of the Land to any person, the Customer must advise that person that:

- (a) they must not take electricity in excess of the Maximum Capacity and where the Customer is an Embedded Generator, the Customer must not export electricity in excess of the export capacity in the Specification;

- (b) they must ensure that the Connection Point is at all times in accordance with the Specification; and
- (c) a supply of electricity may not be available if they take electricity, or where the Customer is an Embedded Generator, if they export electricity, in excess of the Maximum Capacity or if they do not ensure that the Connection Point is at all times in accordance with the Specification.
- (D) has a receiver appointed over all or substantial part of its assets;
- (E) passes a resolution for its winding up;
- (F) compounds with its creditors; or
- (G) evinces an intention to no longer perform its obligations under this Contract.

11. WORKS ARE PROPERTY OF THE DISTRIBUTOR

- (a) Unless otherwise provided in this Contract, the Works will be, and will remain, the property of the Distributor. the Distributor may provide electricity supply to any person from the Works upon such terms and conditions as it thinks fit and may at any time after the termination of a connection to supply electricity remove the Works, or any part of the Works. The Distributor may alter, replace or otherwise deal with the Works at any time and in its absolute discretion.
- (b) Where the Distributor provides electricity supply to another person from the Works as contemplated by clause 11(a) (“Subsequent Electricity Supply”) and provided that the Customer qualifies for the reimbursement under the published cost sharing protocol as set out in the Distributor’s Connection Policy at the time of the Subsequent Electricity Supply, the Distributor may reimburse the Customer a proportion of the Charges determined in accordance with that protocol.
- (v) where for reasons other than the Distributor’s default, the Distributor has not been able to commence the Works within 6 months of the Commencement Date.
- (b) The Distributor may terminate this Contract by 10 Business Days written notice to the Customer where the Distributor forms a reasonable opinion that the Customer is unlikely to require connection of supply of electricity at the Land at the Completion Date (having consulted with the Customer and taken into account the discussions with, and any other information provided by, the Customer).
- (c) Clauses 5, 6, 7, 8, 10 and 13 will survive the termination of this Contract.
- (d) Where this Contract is terminated before the Distributor has completed the Works, the Distributor will reimburse to the Customer the Charges after deducting:
 - (i) charges for Works already carried out by the Distributor under this Contract up to the date of termination; and
 - (ii) in the case of termination by the Distributor for breach by the Customer, any other costs or losses incurred by the Distributor as a result of the termination.

12. TERMINATION

- (a) Either party may give written notice to terminate this Contract immediately:
 - (i) in accordance with clause 4.3(c) (variation to Drawing);
 - (ii) in accordance with clause 4.4(c) (variation to Construction Program and/or Charges);
 - (iii) if the defaulting party fails to remedy a material breach within 10 Business Days of receiving written notice of the breach from the non-defaulting party; or
 - (iv) if the other party:
 - (A) commits an act of bankruptcy;
 - (B) is the subject of an application for winding up;
 - (C) calls a meeting of its creditors;
 - (ii) charges for Works already carried out by the Distributor under this Contract up to the date of termination; and
 - (iv) in the case of termination by the Distributor for breach by the Customer, any other costs or losses incurred by the Distributor as a result of the termination.
- (d) Where this Contract is terminated before the Distributor has completed the Works and the Customer was not required to pay any Charges, The Distributor may invoice the Customer for:
 - (ii) charges for Works already carried out by the Distributor under this Contract up to the date of termination; and
 - (iv) in the case of termination by the Distributor for breach by the Customer, any other costs or losses incurred by the Distributor as a result of the termination.
- (e) Where the Customer has also executed a Generator Deed, termination of this Contract will be deemed to automatically terminate the Generator Deed and any other related contracts set out in the Schedule.

13. GENERAL

13.1 Special Conditions

Any Special Conditions set out in item 14 of Schedule 1 form part of this Contract. To the extent of any inconsistency between any of the Special Conditions and the rest of this Contract, the relevant Special Conditions will prevail.

13.2 Assignment

- (a) The Customer may assign its rights or transfer its obligations under this Contract with the prior written consent of the Distributor which will not be unreasonably withheld or delayed.
- (b) The Customer's request for the Distributor's consent to the proposed assignment or transfer must be in writing and provide details of the name and postal address of the proposed assignee or transferee (as the case requires), the premises of the proposed assignee or transferee (as the case requires) and any other details required by the Distributor.
- (c) The Distributor may assign its rights or transfer its obligations under this Contract in its absolute discretion. The Customer agrees to execute any reasonable document the Distributor may prepare to effect such assignment or transfer.

13.3 Governing Law and Jurisdiction

The law of this Contract is the law of Victoria. The parties irrevocably and unconditionally submit themselves to the exclusive jurisdiction of the courts of Victoria or courts having jurisdiction in Victoria and of all courts competent to hear appeals from those courts. The parties waive any right to object to any proceedings being brought in those courts.

13.4 Waiver

A party's failure or delay to exercise a power, right, authority, discretion or remedy does not operate as a waiver of that power, right, authority, discretion or remedy. The waiver of a breach of any of the provisions of this Contract or a power, right, authority, discretion or remedy under this Contract must be in writing and executed by the waiving party.

13.5 Notices

- (a) A consent, approval or other communication (each a Notice) under this Contract by one party to the other party must be:
 - (i) in writing;

- (ii) signed by or on behalf of an authorised person giving the Notice;

- (iii) addressed to the person specified in item 11 of Schedule 1; and

- (iv) provided in the following ways:

- (A) delivered or posted to that party at the address for Notices specified in item 9 of Schedule 1; or

- (B) emailed to that party at the email address as specified in item 9 of Schedule 1;

- (C) and in each case, any other address notified by one party to the other party.

- (b) A Notice given to a party in accordance with clause 13.5 is treated as having been received:

- (i) if delivered to that party's address before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;

- (ii) if sent by mail, on the second Business Day after posting;

- (iii) if transmitted by email to a party where a transmission report is received by the sending party, at the time of that transmission but otherwise on the next Business Day.

13.6 Responsible Officer

- (a) The Distributor's Responsible Officer, or a substitute nominated in writing by the Distributor, is authorised by the Distributor to undertake any action and bind the Distributor pursuant to, and for the purposes of this Contract.
- (b) Customer's Responsible Officer, or a substitute nominated in writing by the Customer, is authorised by the Customer to undertake any action and bind the Customer pursuant to, and for the purposes of this Contract.

13.7 Exclusion of Warranties

To the fullest extent permitted by law, all statutory and implied warranties and terms are excluded in respect of the Works by the Distributor.

13.8 Variation

The Parties may only vary this Contract by agreement in writing.

13.9 Entire Contract

This Contract sets out all the terms agreed by the Parties and the Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not contained in it.

13.10 Costs

Each party must pay its own costs in relation to preparing, negotiating and executing this Contract and any document related to this Contract.

13.11 No Agency or Partnership

No party is an agent, representative, partner or fiduciary of any other party by virtue of this Contract.

EXECUTED by the parties as a Contract

For the **Customer** by:

.....
Signature

.....
Witness Signature

.....
Print Name

.....
Print Name

.....
Position

Date:

For the **Distributor** by:

.....
Signature

.....
Print Name

.....
Position

Date:

Schedule 1 of Negotiated Connection Contract

1.	Parties To This Contract The Distributor Name & ABN of the Distributor: United Energy Distribution Pty Limited ABN 70 064 651 029 Registered office address: 43-45 Centreway, Munt Waverley 3149 Postal address of the Distributor: PO Box 449, Mt Waverley VIC 3149 The Customer ABN: ** Registered office address: ** Postal address of the Customer: As above Email: **	
2.	Land (clause 1.1): Subdivision Name / Plan: ** Address : ** Lot Nos: ** Number of Lots: ** Municipality: **	
3.	Specification (clause 1.1): Incremental capacity: amps per phase Wire configuration: 4 wire Nominal supply voltage: 230 / 400 volts	
4.	Maximum Capacity (clause 10.3): (a) Import of electricity : ** Amps/Phase - kVA (b) Export of electricity : 0 kW	
5.	Cost sharing protocol (clause 11(b)): The Customer does not qualify for reimbursement under the cost sharing protocol published by the Distributor from time to time.	
6.	Permits to be obtained by the Distributor (if applicable) (clause 4.5(a)(ii)): The Distributor will obtain all road opening permits required for the Works.	
7.	Reinstatement by the Distributor (if applicable) (clause 4.5(a)(iii)): The Works include provision for temporary and permanent reinstatement of the Distributor's excavations as required.	
8.	Charges (clause 5): GST exclusive Charges payable: \$ **	
9.	Notices (clause 13.5): Addresses for Notices to be given under this Contract will, until the addressee notifies the other party in writing otherwise, be as follows: <div style="margin-left: 40px;"> The Distributor Contractual notices and written requests: PO Box 449 Mt Waverley VIC 3149 Telephone: 8846 9900 The Customer Contractual notices and written requests: (same as clause 1 unless otherwise noted below) Address for Invoices (if different from above): </div>	
10.	The Distributor's Responsible Officer (clause 13.6(a)): **	

<p>11. Customer's Responsible Officer (clause 13.6(b)): **</p>							
<p>12.(a) Description of Works (clause 1.1): Upon Execution of this Contract the Distributor will:</p> <ul style="list-style-type: none"> • Undertake Construction Design • Upgrade The Distributor's network to accommodate the Maximum Capacity • Supply and install a PVC service pit in the road reserve, adjacent to the Land. Pit location as proposed on the Drawing in Schedule 2 of this Contract. • Supply and install conduit from the Distributor's pole No: Click here to enter text. to the service pit. • Supply and install lead-in conduit between the pit and the Land boundary to facilitate installation of consumer's mains cable. • Supply and install Choose an item.mm2 low voltage underground service cable, from the Distributor's overhead mains to the service pit. • Supply and install a PVC service pit in the road reserve, adjacent to the Land. Pit location as proposed on the Drawing in Schedule 2 of this Contract. • Supply and install conduit from the Distributor's underground low voltage mains to the service pit. • Supply and install lead-in conduit between the pit and the Land boundary to facilitate installation of consumer's mains cable. • Supply and install Choose an item. mm2 low voltage underground service cable, from the Distributor's underground low voltage mains to the service pit • Supply and install conduit from the Distributor's pole no. Click here to enter text. to the Land boundary. • Supply and install Choose an item.mm² low voltage underground cable from the Distributor's overhead mains to the Connection Point. • Test and commission the Distributor's service cable. • Complete low voltage cable termination and connection at the Connection Point. • Supply and install conduit from the Distributor's underground low voltage mains to the Land boundary. • Supply and install Choose an item.mm² low voltage underground cable from the Distributor's underground low voltage mains to the Connection Point. • Test and commission the Distributor's service cable. • Complete low voltage cable termination and connection at the Connection Point. <p>(b) Connection Point (clause 1.1):</p> <p>The line side cable termination in the point of attachment. Cable termination inside the service pit. The line side terminals of the Connection Point.</p>							
<p>13. Construction Program (clause 4.2(a)):</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Project Milestones</td> <td>Initiated By/Estimated Duration</td> </tr> <tr> <td>Construction programming:</td> <td>Upon full Customer acceptance received – Acceptance of the formal offer includes the signing and return of all Network Connection Contract (NCC), Customer Rights and Obligations, Agreement to Lease and full payment of the Customers Contribution (as applicable)</td> </tr> <tr> <td>Customer site ready:</td> <td>Any site works necessary for you/your client to arrange, prior to installation of any electrical infrastructure on the premise. Please note: All site works must be in accordance to United Energy standards and designs, and audited by a VEDN accredited auditor. A list of VEDN accredited contractors can be found at the following website http://www.vesi.com.au/index.php/vedn-civil-works (Refer to below special conditions) Customer to confirm when site will be ready upon full acceptance of this offer.</td> </tr> </table>	Project Milestones	Initiated By/Estimated Duration	Construction programming:	Upon full Customer acceptance received – Acceptance of the formal offer includes the signing and return of all Network Connection Contract (NCC), Customer Rights and Obligations, Agreement to Lease and full payment of the Customers Contribution (as applicable)	Customer site ready:	Any site works necessary for you/your client to arrange, prior to installation of any electrical infrastructure on the premise. Please note: All site works must be in accordance to United Energy standards and designs, and audited by a VEDN accredited auditor. A list of VEDN accredited contractors can be found at the following website http://www.vesi.com.au/index.php/vedn-civil-works (Refer to below special conditions) Customer to confirm when site will be ready upon full acceptance of this offer.	
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Typical planning/construction timeframes:

The schedule provided has been prepared to provide a general overview of key deliverable timeframes and milestones throughout the lifecycle of the project. The below schedule is for information only, United Energy and its approved service providers should not be accountable for variances outside of our control or scope.

Lead times/timeline to firmly schedule construction upon full customer acceptance a outlined below: (Dates will match what's on the offer letter below is just an example)

Task Name	Duration (Days)	Start	Finish	Resource Names
Start - Customer request received	0	11/02/21	11/02/21	
Project Fee paid	1	11/02/21	12/02/21	Customer
All customer information received	1	12/02/21	13/02/21	Customer
Design Certainty	42	13/02/21	27/03/21	Zinfra
Project Scoping, Design, Estimating	56	27/03/21	22/05/21	Zinfra
Offer Sent to customer	1	22/05/21	23/05/21	Zinfra
Customer acceptance received	7	23/05/21	30/05/21	Customer
Prepare Construction Drawings	14	30/05/21	13/06/21	Zinfra
Order Transformer	84	30/05/21	22/08/21	Zinfra
Customer to confirm when site will be ready	1	30/05/21	31/05/21	Customer
Project Softly scheduled	10	13/06/21	23/06/21	Zinfra
Customer site ready	14	23/06/21	7/07/21	Customer
Firmly Scheduled - Pole to Pillar	42	7/07/21	18/08/21	Zinfra
Firmly Scheduled - Pole Substation	56	7/07/21	10/9/21	Zinfra
Firmly Scheduled - Indoor Substation	56	22/08/21	17/10/21	Zinfra
Firmly Scheduled - Kiosk Substation	56	22/08/21	17/10/21	Zinfra
Project Practical Completion	0	17/10/21	17/10/21	

Construction Program Scope:

(Enter Scope) PM to delete what's not applicable

Indoor Substation/kiosk/retirement

New Substation Works

- Prepare and issue substation design drawings, specifying the Distributor's requirements.
- Supply and install plant and equipment within the substation after handover of the indoor substation enclosure.
- Supply and install kiosk substation upon handover of kiosk site from the customer
- Supply and install high voltage underground cables from the Distributor's existing assets to the substation.
- Test and commission the substation.
- Connect the consumer's mains to the low voltage terminals in the substation.
- Upgrade The Distributor's network to accommodate the Maximum Capacity when necessary

Substation Decommissioning Works

- Undertake high and low voltage cable works to enable substation to be decommissioned.
- De-energise the Distributor's TYPE OF Substation
- Remove all electrical equipment from the substation.
- Cut and abandon the Distributor's redundant underground cables within the property, at the Land boundary.
- Provide the appropriate Permits to Work to enable works on the Distributor's assets or the substation enclosure.
- Provide written notification of the completion of the decommissioning works, and the status of the Distributor's assets on the Land.

Underground Service Pit/Pillar

- Supply and install a PVC service pit in the road reserve, adjacent to the Land. Pit location as proposed on the Approved Construction Drawing
- Supply and install lead-in conduit between the pit and the Land boundary to facilitate installation of consumer's mains cable.
- Supply and install Choose an item. mm2 low voltage underground service cable, from the Distributor's underground low voltage mains to the service pit

- Supply and install conduit from the Distributor's underground low voltage mains to Customer supplier Low Voltage Pillar.
- Supply and install Choose an item.. mm2 low voltage underground service cable, from the Distributor's existing substation to the service pit/Low voltage Customer Supplied Pillar
- Upgrade The Distributor's network to accommodate the Maximum Capacity when necessary

Pole substation

- Establish a SIZE of TX pole type substation.
- Supply and install high voltage cables / wires from the Distributor's existing assets to the substation
- Supply and install a Choose an item. Choose an item..
- Supply and install conduit to the Connection Point to facilitate cable installation.
- Supply and install Choose an item. mm2 low voltage underground cable from the Distributor's assets to the Connection Point.
- Test and commission the Distributor's cable.
- Test and commission the new substation.
- Connect the service cable at the Connection Point.
- Remove the existing service from the Land if applicable.
- Upgrade The Distributor's network to accommodate the Maximum Capacity when necessary

Customer Dependencies :

Delete what is not applicable

Indoor Substations:

It will be necessary for you to arrange for the following works to be carried out on the above premises:

- **IMPORTANT** * Please be aware that sandwich type construction or corrugated conduits are not accepted within the United Energy network. Replacement of these conduits will be enforced by United Energy.
- Ensure all materials installed, including pipes, drains etc. within 2 metres of the proposed substation are non-metallic, or are insulated in a manner approved by United Energy to achieve 1.0kV minimum insulation level.
- Install protective barriers, to United Energy requirements, around the substation to protect against damage from vehicles.
- Provide the civil and electrical works required for the alteration of the substation earth system as a combined earthing system will be installed in the substation. This work will include:
 - Provision of earth cables from the customer switchboards to the substation.
 - Provision of electrical connection points (including concrete reinforcing). Details will be provided on United Energy drawings.
- Trenching, supply and installation of conduits, backfilling and all reinstatement works whatsoever (both during construction and subsequent maintenance works) on the property, the details of which will be provided on an approved underground cable drawing which will normally be available four weeks after acceptance of this Offer.
- Preparation of an indoor substation site, the details of which will be provided on an approved drawing which will normally be available four weeks after acceptance of this Offer.
- Provide and maintain a substation room, the details of which will be provided on an approved substation drawing which will normally be available four weeks after acceptance of this Offer.
- Prior to handover of the substation area to the Distributor, providing a surveyed Plan for Creation of Lease and Easement.
- Prior to substation energisation, arranging execution of the Registered Easement and registration on title at the Customer's cost.
- Arrange for on-site inspections of these works to ensure that they meet United Energy requirements.
- Contact United Energy within 2 weeks prior to conduit installation at the substation end to allow for installation of an earth wire in this trench below the conduits.
- Certificate of Electrical Safety for Customer main switchboard and consumer mains received
- Customer main switchboard and consumer mains compliance with Victorian Service & Installation Rules confirmed by the Distributor
- Prior to handover of the substation area to the Distributor, providing a surveyed Plan for Creation of Lease and Easement.

Pole Substations:

It will be necessary for you to arrange for the following works to be carried out on the above premises:

- IMPORTANT * Please be aware that sandwich type construction or corrugated conduits are not accepted within the United Energy network. Replacement of these conduits will be enforced by United Energy.
- Ensure all materials installed, including pipes, drains etc within 2 metres of the proposed substation are non-metallic, or are insulated in a manner approved by United Energy to achieve 1.0kV minimum insulation level.
- Install protective barriers, to United Energy requirements, around the substation to protect against damage from vehicles.
- Trenching, supply and installation of conduits, backfilling and all reinstatement works whatsoever (both during construction and subsequent maintenance works) on the property, the details of which will be provided on an approved underground cable drawing which will normally be available four weeks after acceptance of this Offer.
- Contact United Energy within 2 weeks prior to conduit installation at the substation end to allow for installation of an earth wire in this trench below the conduits.

Kiosk Substations:

It will be necessary for you to arrange for the following works to be carried out on the above premises:

- IMPORTANT * Please be aware that sandwich type construction or corrugated conduits are not accepted within the United Energy network. Replacement of these conduits will be enforced by United Energy.
- Ensure all materials installed, including pipes, drains etc within 2 metres of the proposed substation are non-metallic, or are insulated in a manner approved by United Energy to achieve 1.0kV minimum insulation level.
- Install protective barriers, to United Energy requirements, around the substation to protect against damage from vehicles.
- Provide the civil and electrical works required for the alteration of the substation earth system as a combined earthing system will be installed in the substation. This work will include:
 - Provision of earth cables from the customer switchboards to the substation.
 - Provision of electrical connection points (including concrete reinforcing).Details will be provided on United Energy drawings.
- Trenching, supply and installation of conduits, backfilling and all reinstatement works whatsoever (both during construction and subsequent maintenance works) on the property, the details of which will be provided on an approved underground cable drawing which will normally be available four weeks after acceptance of this Offer.
- Preparation of a kiosk substation site, the details of which will be provided on an approved drawing which will normally be available four weeks after acceptance of this Offer.
- Arrange for on-site inspections of these works to ensure that they meet United Energy requirements.
- Contact United Energy within 2 weeks prior to conduit installation at the substation end to allow for installation of an earth wire in this trench below the conduits.

Low Voltage Mains underground cable to customer supplied low voltage distribution pillar:

It will be necessary for you to arrange for the following works to be carried out on the above premises:

- IMPORTANT * Please be aware that sandwich type construction or corrugated conduits are not accepted within the United Energy network. Replacement of these conduits will be enforced by United Energy.
- Supply and installation of a low voltage customer pillar for the termination of the low voltage cables on the front property boundary as set out in the enclosed notes.
- Install protective barriers, to United Energy requirements, around the substation to protect against damage from vehicles.
- Trenching, supply and installation of conduits, backfilling and all reinstatement works whatsoever (both during construction and subsequent maintenance works) on the property, the details of which will be provided on an approved underground cable drawing which will normally be available four weeks after acceptance of this Offer.

- Arrange for on-site inspections of these works to ensure that they meet United Energy requirements.

Other details:

Please note that new installations may be charged a new connection fee which will be advised by your retailer.

Before any work is carried out it would be advisable that your registered electrical contractor contacts an Electrical Installations Inspector to discuss Service and Installation requirements.

Please note that United Energy’s charges set out in this Offer are based on United Energy and its contractors working normal working hours (which are 8.00am and 4.45pm on Business Days). If by virtue of legal or other requirements United Energy needs to undertake work outside normal working hours then the additional costs of United Energy undertaking this work must be paid to United Energy in accordance with the Network Connection Contract (NCC).

Please be advised of your/advise your client of their obligations in accordance with the Electricity Distribution Code including the requirement to ensure that the interference to the supply system caused by the installed electrical equipment does not exceed the specified distortion limits.

As indicated within Clause 7.4 of the Service & Installation Rules, it may be necessary that each electrical installation connected or to be connected to an electricity distribution network be fitted with a “service protection device” to limit adverse voltage fluctuations on other customers and the electricity distribution system caused by sustained overload or short circuits arising within the electrical installation. Therefore, the customer or responsible person for each installation connected to an electricity distribution network must provide, install and maintain a “service protection device” or combination of devices:

- to minimise the adverse effects of short-circuit or overload within the electrical installation on other customers and the distribution system; and
- to enable each active conductor supplying the electrical installation to be isolated; and
- to enable the Distributor to operate and disconnect each active conductor supplying the electrical installation for commercial and/or safety reasons.

Dependent upon the installation’s design, a circuit breaker used for supply capacity control device may also perform the function of a service protection device. Where a circuit breaker is used as a service protection device, it must have:

- A minimum fault current rating of 10kA for supplies up to 100amps and 15kA for supplies in excess of 100amps;
- Permanent facilities to be locked in the de-energised position with a distributor’s padlock.

14. Special Conditions (clause 13.1):
The Customer shall be responsible for:

- Directing connection and metering found on the Distributor’s online website: www.unitedenergy.com.au
- Ensuring Land boundaries and proposed footpaths in the vicinity of the Works are accurately delineated and identifiable on site
Ensuring any surface level alteration works in the vicinity of the Works, are completed prior to the Start Date.
- Prior to connection, providing a surveyed Plan for Creation of Easement.
- Prior to connection, arranging execution of the Registered Easement and registration on title at the Customer’s cost.

15. Customer Works (clause 4.5(a)):

- A. Supply and installation of a service protection device and a point of attachment in accordance with section 7 of the Victorian Service and Installation Rules. Exact location is to be approved on site by the Distributor’s Connections Technical Advisor (CTA).
- B. Supply and installation of load control equipment to ensure that the Maximum Capacity is not exceeded.

- A. Supply and installation of consumer's mains between the service pit and main switchboard for termination in the pit by the Distributor. Consumer's mains must enter the pit via lead-in conduits installed by the Distributor.
- B. Supply and installation of load control equipment to ensure that the Maximum Capacity is not exceeded

16. **Security Fee (clause 5.4):**

The Customer is NOT required to pay a Security Fee