



# Generator Connection and Access Agreement

Template Connection and Access Agreement – Generator with IUSA

# **[#name of Generator connection#]** ~ Generator Connection and Access Agreement

Dated:

Queensland Electricity Transmission Corporation Limited (trading as Powerlink Queensland)  
ABN 82 078 849 233 ("Powerlink")

and

**[Insert Generator Name]** ABN **xx xxx xxx xxx** ("Generator")

# Generator Connection and Access Agreement

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## Details

Parties	Powerlink and Generator	
Powerlink	Name	Queensland Electricity Transmission Corporation Limited (trading as Powerlink Queensland)
	ABN	82 078 849 233
Generator	Name	XXXX
	ABN	XXXX
	Facility Address	XXXX
Recitals	A	Powerlink operates a <i>Transmission Network</i> .
	B	The Generator owns, operates or controls the Generator Facility.
	C	The Generator made an application to establish the connection of the Generator Facility to the <i>Transmission Network</i> operated by Powerlink.
	D	The Generator and the Owner have agreed that the Owner will design and construct the Owner IUSA Asset.
	E	Powerlink and the Owner have agreed that Powerlink will operate and maintain the Owner IUSA Asset on the terms and conditions of the Network Operating Agreement.
	F	Under the Works Coordination Agreement, Powerlink, the Generator and the Owner have agreed to undertake and coordinate their respective Works required to allow the Generator to export <i>Energy</i> from the Generator Facility to the Transmission Network (“ <b>Generation</b> ”).
	G	This agreement sets out the agreed terms for: <ul style="list-style-type: none"><li>(i) the provision of Transmission Services by Powerlink to the Generator using the <i>Transmission Network</i> (including the IUSA) on and from the Relevant Unit Synchronisation Date for each Generating Unit; and</li><li>(ii) the charges that the Generator will pay Powerlink.</li></ul>
Start Date	The Date of this agreement	
Commencement of Parts	The Parts of this agreement commence in accordance with clause 20.	

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<b>End Date</b>	The date that is [xx] years from the Charges Commencement Date.
<b>Date of this agreement</b>	The date that the last party signs this agreement - see Signing page

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# Generator Connection and Access Agreement

## Agreement

### Part A – Transmission Services

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#### **1. Transmission Services**

##### **1.1 Provision of Transmission Services by Powerlink**

Powerlink agrees to provide the Transmission Services to the Generator, subject to the Electricity Laws and this agreement.

##### **1.2 Acceptance of services by Generator**

The Generator agrees to accept the Transmission Services, subject to the Electricity Laws and this agreement.

##### **1.3 Exceeding Agreed Power Transfer Capability and ratings**

The Generator must not exceed the Agreed Power Transfer Capability when transferring electricity between the Generator Facility and the *Transmission Network*.

##### **1.4 Utilisation of the Powerlink Connection Assets**

Subject to Powerlink complying with clause 29 (“Re-negotiating agreement”), the Generator acknowledges and agrees that Powerlink may, at its cost and responsibility, following the provision of reasonable notice, utilise the Powerlink Connection Assets and the IUSA for any other purpose provided that Powerlink is able, notwithstanding any additional connections or usage of those assets, to provide Transmission Services to the Generator in accordance with and subject to the limitations in this agreement. The use of the non-regulated part of the Powerlink Connection Assets and the IUSA by any other *Network User* is deemed a Configuration Change for the purposes of clause 29 (“Re-negotiating agreement”).

##### **1.5 Limits of agreed configuration**

The Generator agrees that nothing in this agreement obliges Powerlink to provide or utilise any specific technical configuration, architecture or associated equipment to satisfy its obligations under clause 1.1 (“Provision of transmission services by Powerlink”), except for:

- (a) the configuration for the Powerlink Connection Assets; and
- (b) the configuration for the Powerlink IUSA Assets,

determined in accordance with the Works Coordination Agreement.

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#### **2. Service reduction**

##### **2.1 When reduction allowed**

Powerlink may reduce the *Power Transfer Capability* or otherwise reduce or suspend Transmission Services during any of the following conditions (or any combination of them) affecting the transfer of electricity at the Transmission Network Connection Point, through the Powerlink Connection Assets or through the IUSA:



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- (a) (**contingency events**) one or more Contingency Events;
- (b) (**constraints**) a constraint on the *Transmission Network*;
- (c) (**legal**) the existence of a court order or any order or direction made by an Authority under the Electricity Laws;
- (d) (**technical breach**) a Technical Breach under clause 7.8 (“Other non-compliance”);
- (e) (**Powerlink Minimum Land Access Requirements**) Powerlink not having the benefit of the Powerlink Minimum Land Access Requirements;
- (f) (**defects in the IUSA**) defects in, poor performance or failure of, the IUSA other than as a result of Powerlink's breach of the Network Operating Agreement or its negligence;
- (g) (**access to IUSA**) Powerlink not having the benefit of unfettered access to the IUSA Site or the IUSA as contemplated by the parties in the Works Coordination Agreement;
- (h) (**negligence of or breach by Generator or Owner**) the negligence, breach of duty or default of the Generator or Owner or a breach of:
  - (i) the Works Coordination Agreement by the Generator or the Owner;
  - (ii) IUSA Access Rights Agreement by the Owner; or
  - (iii) the Network Operating Agreement by the Owner.

## 2.2 Mitigation

In exercising its rights under clause 2.1 (“When reduction allowed”), Powerlink:

- (a) (**reduction as reasonably necessary**) may reduce or suspend services to the extent and for the time that it reasonably considers necessary to deal with the relevant condition;
- (b) (**mitigation**) agrees to use reasonable endeavours to notify the Generator and minimise the impact and duration of the service reduction; and
- (c) (**restoration**) agrees, in accordance with *Good Electricity Industry Practice*, to restore the provision of Transmission Services as soon as reasonably practicable after the relevant condition has ended or no longer requires Powerlink to take action under clause 2.1 (“When reduction allowed”).

## 2.3 No effect on Payment of Charges

Any exercise of Powerlink’s rights under this clause 2 (“Service reduction”) does not affect the Owner’s obligations relating to Payment of Charges.

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## 3. Powerlink Works

The parties acknowledge that the Powerlink Works are for the purposes of providing the *Transmission Services* in accordance with this agreement.

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## Part B– IUSA

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### 4. Contractual arrangements for IUSA

[Insert either of the following provisions, as applicable]

[Option 1] [The Generator:

- (a) (**design and construction**) will procure the Owner to design and construct the Owner IUSA Asset to meet the requirements of the Functional Specification, the Interface Specification and the Detailed Design in accordance with the Works Coordination Agreement; and
- (b) (**ownership, operation and maintenance**) acknowledges and agrees that on and from the First Practical Completion Date, the Owner IUSA Asset will be owned by the Owner, but will be operated, maintained and controlled by Powerlink as part of the *transmission network*,

to enable Powerlink to provide Transmission Services to the Generator in accordance with this agreement.]

[Option 2] The Generator will, subject to the requirements of the Works Coordination Agreement, procure the Owner to:

- (c) (**design and construction**) design and construct the Owner IUSA Asset to meet the requirements of the Functional Specification, the Interface Specification and the Detailed Design;
- (d) (**transfer**) transfer ownership of the Owner IUSA Asset to Powerlink in accordance with the Works Coordination Agreement on and from the date the Owner Works are complete; and
- (e) (**warranties and defects liability**) give and assign the benefit of all warranties and defects liability periods relating to the IUSA Works to Powerlink in accordance with the Works Coordination Agreement on and from the First Practical Completion Date,

to enable Powerlink to provide Transmission Services to the Generator in accordance with this agreement.]

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## Part C – Technical terms

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### 5. Technical requirements

#### 5.1 Compliance with technical requirements

The Generator agrees to comply with Schedule 3 (“Technical Requirements (Generation)”).

#### 5.2 Performance Standards

The parties acknowledge that, for the purposes of the Rules, the technical criteria set out in Schedule 3 (“Technical Requirements (Generation)”) are the *Negotiated Access Standards* and the *Performance Standards*.

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### 6. Compliance testing

The parties acknowledge that clause [8] (Compliance testing) of the Works Coordination Agreement applies to compliance testing.

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### 7. Disconnection and reconnection

#### 7.1 Emergency disconnection

If Powerlink reasonably believes that the operation of the Generator Facility, the IUSA, or any part of those assets, pose a threat to *Power System Security* or may lead to damage to the *Transmission Network*, any of the Powerlink Assets or the IUSA, Powerlink may take any action that it reasonably considers necessary (including disconnection at the Asset Boundary) to maintain *Power System Security* or to avoid damage to the *Transmission Network*, the Powerlink Assets or the IUSA without giving prior notice to the Generator. In exercising its rights under this clause, Powerlink must comply with any relevant operational requirements set out in the Works Coordination Agreement.

#### 7.2 Notice of emergency disconnection

Powerlink agrees to inform the Generator of any action it takes under clause 7.1 (“Emergency disconnection”) as soon as is reasonably practicable after taking that action, and of any action Powerlink reasonably believes the Generator must take to avoid the recurrence of the threat to *Power System Security* or the damage to the *Transmission Network*, the Powerlink Assets or the IUSA (as the case may be).

#### 7.3 Disconnection for Technical Breach

Powerlink may disconnect the Powerlink Assets or IUSA (including by disconnection at the Asset Boundary) or the Generator Facility if, in Powerlink’s reasonable opinion, there is a Technical Breach on the part of the Generator that is likely to have a material adverse effect on:

- (a) **(Powerlink’s assets)** the Powerlink Assets;
- (b) **(IUSA)** the IUSA;
- (c) **(network)** the operation of the *Transmission Network* (including the IUSA); or
- (d) **(users)** other *Transmission Network* users.

In exercising its rights under this clause, Powerlink must comply with any relevant operational requirements set out in the Works Coordination Agreement.

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## 7.4 Disconnection for financial breach

- (a) Powerlink may disconnect (including at the Asset Boundary) the Generator Facility, the Powerlink Assets or the IUSA if:
  - (i) the Owner commits an Owner Financial Breach of the Network Operating Agreement or the Works Coordination Agreement, until the relevant breach is remedied, but only if Powerlink does not hold sufficient financial security from the Owner in respect of the amount of such charges and other amounts under the Network Operating Agreement;
  - (ii) the Generator commits a Generator Financial Breach of the Works Coordination Agreement, until the relevant breach is remedied;
  - (iii) the Owner commits an Owner Financial Breach of the Network Operating Agreement or the Works Coordination Agreement, until the relevant breach is remedied, but only if Powerlink does not hold sufficient financial security from the Owner in respect of the amount of such charges and other amounts.
- (b) In exercising its rights under this clause, Powerlink must comply with:
  - (i) the Network Operating Agreement; and
  - (ii) any relevant operational requirements set out in the Works Coordination Agreement.

## 7.5 Notification

Powerlink agrees to give written notice to:

- (a) the Generator of any proposed disconnection under clause 7.3 (“Disconnection for Technical Breach”);
- (b) the Generator and the Owner of any proposed disconnection under clause 7.4 (“Disconnection for financial breach ”),

which notice must include:

- (c) (**details**) sufficient detail to enable the Generator and the Owner (as applicable) to identify the nature of the Technical Breach or Owner Financial Breach (as applicable) and to remedy it;
- (d) (**timing**) the date and time of any proposed disconnection (which cannot be sooner than 48 hours after giving the notice); and
- (e) (**remedy timeframe**) the reasonable period of time in which Powerlink considers the Technical Breach or the period of time in which the Owner Financial Breach (as applicable) must be remedied.

## 7.6 Reconnection

Where Powerlink exercises its right to disconnect under clause 7.1 (“Emergency disconnection”), 7.3 (“Disconnection for Technical Breach”), 7.4 (“Disconnection for financial breach ”) or 7.8 (“Other non-compliance”) it must reconnect the Powerlink Assets and IUSA (as applicable) as soon as reasonably practicable after the condition

# Generator Connection and Access Agreement

leading to the disconnection has ended and all matters relevant to the exercise of the right of disconnection have been rectified to Powerlink's reasonable satisfaction.

## 7.7 Liaising with AEMO

Powerlink must use reasonable endeavours to liaise with AEMO about remedying the Technical Breach if it involves non-compliance with a *Performance Standard*.

## 7.8 Other non-compliance

If a Technical Breach is not likely to have the material adverse effect referred to in clause 7.3 ("Disconnection for Technical Breach"), Powerlink may disconnect (including at the Asset Boundary) the Generator Facility, the Powerlink Assets or the IUSA if the Generator does not:

- (a) **(remedy)** remedy the Technical Breach within the reasonable time (being not less than 10 Business Days) specified in a notice from Powerlink requiring it to do so; or
- (b) **(notify)** notify Powerlink within 24 hours of remedying the Technical Breach.

## 7.9 Exchange of information

The parties agree to use reasonable endeavours to exchange relevant information to facilitate the remedy of any Technical Breach.

## 7.10 Generator obligations

Powerlink is not obliged to reconnect the Powerlink Assets and the IUSA (as applicable) or the Generator Facility where it has disconnected under this clause 7 ("Disconnection or refusal to connect") unless the Generator has remedied the Technical Breach or taken steps to avoid the recurrence of the threat to the Powerlink Assets and IUSA (as applicable) or *Power System Security* to Powerlink's reasonable satisfaction.

## 7.11 Verification

Powerlink may inspect and test the Generator Facility (or any relevant part of it) to verify that a Technical Breach has been remedied or that a threat to the Powerlink Assets and IUSA (as applicable) or *Power System Security* will not recur if it reasonably considers that verification is necessary. The Generator must co-operate reasonably in carrying out any verification under this clause 7.11 ("Verification").

## 7.12 Other disconnection rights and obligations

Nothing in this clause 7 limits:

- (a) **(termination)** Powerlink's right to terminate under clause 21.1(b) ("Generator Non-Financial Breach");
- (b) **(legal rights)** Powerlink's disconnection rights or obligations under the Electricity Laws; or
- (c) **(automatic disconnection)** the Generator's disconnection obligations under clause 8 ("Automatic disconnection").

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## **8. Automatic disconnection**

### **8.1 Self-disconnection**

Despite anything else in this agreement, the Generator must disconnect the Generator Facility from the *Transmission Network* if the operation of any part of the Generator Facility or conditions on the *Transmission Network* might damage or reduce the life of the Generator Facility. The Generator must ensure that detection of these circumstances and disconnection occurs automatically, including by installing all necessary monitoring equipment and redundancy.

### **8.2 No taking electricity**

The Generator must ensure that the Generator Facility (or the applicable parts of it) can be safely disconnected under clause 8.1 (“Self-disconnection”) for an extended period without transferring electricity at the Asset Boundary. In exercising its obligations under this clause, the Generator must comply with any relevant operational requirements set out in the Works Coordination Agreement.

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## Part D – Operational terms

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### 9. Operational procedures

The parties acknowledge that the Land Access Operating Arrangements are set out in Schedule 8 of the Works Coordination Agreement.

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### 10. Maintenance

Each party is responsible for maintaining (and replacing, when necessary) any *Plant* or associate owned, operated or controlled by that party (including any *Connection Assets* or other electrical works it owns or operates) that relate to this agreement in accordance with this agreement, *Good Electricity Industry Practice* and any applicable law, including the Electricity Laws.

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### 11. Access to Generator Facility

The parties acknowledge that Access to Generator Facility is to be provided in accordance with clause 11 (Access to Generator Facility) of the Works Coordination Agreement.

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### 12. Metering

#### 12.1 Metering

Unless specified otherwise under this clause, the applicable parts of Chapter 7 of the Rules apply to:

- (a) **(measurement)** the measurement of the transfer of electrical energy at the Transmission Network Connection Point; and
- (b) **(associated requirements)** associated metering requirements (including, the inspection, auditing and testing of *Metering Installations* and rights of access to data from the *Metering Installations*).

#### 12.2 Rule provisions

In this agreement, and for the purpose of Chapter 7 of the Rules:

- (a) **(Powerlink)** Powerlink is taken to be the *Local Network Service Provider*;
- (b) **(Generator)** the Generator is taken to be the *Market Participant*; and
- (c) **(Metering Coordinator)** the *Metering Coordinator* for each *Metering Installation* is as shown in Schedule 4 (“Metering”).

#### 12.3 Metering installation responsibilities

- (a) The Metering Coordinator for a Metering Installation must:
  - (i) **(provide and maintain)** provide, install and maintain that Metering Installation or procure a Metering Provider to do it; and
  - (ii) **(Rules)** comply with any relevant obligations under the Rules.
- (b) Where a party is the owner of equipment forming part of a *Metering Installation*, that party must, at its cost:

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- (i) **(maintain and test)** maintain and test its equipment to ensure that it meets the necessary standards; and
  - (ii) **(compliance)** if required by the responsible person, provide evidence of compliance.
- (c) The Parties acknowledge that the *Metering Installation* may be tested under the Rules by the *Metering Installation* or by AEMO, and that such testing may involve interruption of Transmission Services to the Transmission Network Connection Point.

## 12.4 Metering Installation technical specifications

The technical specifications (including any applicable metering loss factors) and allocation of responsibility for each *Metering Installation* are specified in Schedule 4 (“Metering”).



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## Part E – Financial terms

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### 13. Charges

#### 13.1 Commencement of Charges

On and from the Charges Commencement Date or such other date as may be specified in Schedule 5 (Charges and other amounts), Powerlink will charge the Generator, and the Generator must pay to Powerlink, the Charges for the provision of the Transmission Services and other services provided under this agreement by Powerlink.

#### 13.2 How Charges are worked out

The Charges for Transmission Services that the Generator must pay to Powerlink are as follows:

- (a) (**negotiated service charges**) charges for the *Negotiated Transmission Services* which are worked out as lump sum amounts or monthly amounts, escalated in accordance with clause 13.9 (“Escalation”) and payable as described in item 1.2 of Schedule 5 (“Charges and other amounts”) (“**Negotiated Service Charges**”); and
- (b) (**non regulated service charges**) charges for the *Non Regulated Transmission Services* which are worked out as monthly amounts, escalated in accordance with clause 13.9 (“Escalation”) and payable as described in item 1.3 of Schedule 5 (“Charges and other amounts”) (“**Non Regulated Service Charges**”); and
- (c) (**prescribed service charges**) charges for the *Prescribed Transmission Services* that apply in accordance with the applicable Electricity Laws and this agreement (“**Prescribed Service Charges**”); and
- (d) (**other charges**) any other amounts set out in Schedule 5 (“Charges and other amounts”).

#### 13.3 Prescribed Service Charges

Powerlink agrees to provide a current copy of the Prescribed Service Charges to the Generator on request.

#### 13.4 Part Billing Periods

Where recurring Charges are incurred for part of a Billing Period, the Charges will be worked out, at Powerlink’s reasonable discretion:

- (a) (**pro-rata**) pro-rata based on the number of days during the Billing Period for which Powerlink provided the services to the Generator; or
- (b) (**energy transfer**) based on the measured energy transfer at the Transmission Network Connection Point during the relevant part of the Billing Period.

#### 13.5 Generator information

The Generator agrees to provide to Powerlink the information specified in Item 1.6 of Schedule 5 (“Charges and other amounts”) and any other information required by the Electricity Laws or reasonably requested in writing by Powerlink from time to time, to enable Powerlink to work out the Prescribed Service Charges, or any change to them, during the Term.

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## 13.6 Varying Charges

The Generator agrees that Powerlink may vary the Charges, or the way it works out the Charges, to the extent necessary to reflect:

- (a) **(Electricity Laws)** changes to the Electricity Laws that affect Non Regulated Service Charges or Prescribed Service Charges or both;
- (b) **(change to electricity transfer)** a significant change to the Generator's electricity transfer at the Transmission Network Connection Point, including where the Generator exceeds the Agreed Power Transfer Capability;
- (c) **(costs adjustment)** any Cost Variation, provided any change to the Charges due to a Cost Variation is determined by Powerlink, acting reasonably, and notified to the Generator not later than 2 months after Completion of the Powerlink Works; or
- (d) **(agreed change)** any variation agreed under clause 13.10 ("**Review of Negotiated Service Charges**").

## 13.7 Notice of variation of charges

Powerlink agrees to give the Generator notice of any changes to Charges under clause 13.6 ("**Varying Charges**") before the change takes effect.

## 13.8 Additional Taxes

- (a) If any Taxes become payable or are paid by Powerlink in relation to any services provided under this agreement, those Taxes will be added to the Charges payable by the Generator.
- (b) Powerlink agrees to provide the Generator with reasonable information as to the basis on which any additional Taxes are to be added to the Charges as soon as reasonably practicable before that occurs.

## 13.9 Escalation

The parties agree that the escalation formula set out in item 1.4 of Schedule 5 ("**Charges and other amounts**") will apply for the escalation of the Negotiated Service Charges and Non Regulated Service Charges.

## 13.10 Review of Negotiated Service Charges

If there are changes to the Electricity Laws or their application or interpretation (including by determinations or decisions of any *Commercial Arbitrator* or the AER in accordance with the Rules), that materially affect the Negotiated Service Charges or the way Negotiated Service Charges are determined under or in relation to this agreement ("**Regulatory Change**"), Powerlink may give the Generator a notice setting out a basis for reviewing the Negotiated Service Charges.

Following receipt by the Generator of a notice given in accordance with this clause, the parties must negotiate in good faith and use reasonable endeavours to agree upon variations to this agreement (including Schedule 5 ("**Charges and other amounts**")) necessary to accommodate the Regulatory Change, such that:

- (a) the benefits, roles and responsibilities of the Parties are maintained; and

# Generator Connection and Access Agreement

- (b) so far as possible, neither party is materially disadvantaged because of the change or event.

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## 14. Billing and payment

### 14.1 Monthly invoice

Powerlink agrees to invoice the Generator as soon as practicable after the end of each Billing Period for any Charges, Taxes and GST payable for that month under this agreement.

### 14.2 Payment

Unless this agreement states otherwise, the Generator agrees to pay an invoice issued under clause 14.1 (“Monthly invoice”) or any other invoice issued in accordance with this agreement, within 5 Business Days from the date of the invoice by paying the invoiced amount into an account nominated in writing from time to time by Powerlink.

### 14.3 Default interest

If this agreement requires a party to pay an amount by a due date, interest accrues daily at the Interest Rate (compounding daily) on that amount from the day after the due date until the day the party pays the outstanding amount plus any accrued interest.

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## 15. Disputed invoices

### 15.1 Substantiating charges

Each party must provide any relevant supporting material, data or information reasonably requested (in writing) by the other party to substantiate Charges appearing on an invoice issued under clause 14.1 (“Monthly invoice”).

### 15.2 Payment of disputed amounts

If the Generator, acting reasonably and in good faith, disputes an item appearing on an invoice issued under clause 14.1 (“Monthly invoice”) (not solely to delay payment of amounts that are properly payable), then the Generator must pay all undisputed amounts on the invoice and 50% of the disputed amounts by the due date and try to resolve the dispute under clause 15.3 (“Resolving dispute”).

### 15.3 Resolving dispute

The parties must try to resolve any disputes under clause 15.2 (“Payment of disputed amounts”) promptly and in good faith.

### 15.4 Referral to expert resolution

If the dispute cannot be resolved informally within 10 Business Days of the original due date for payment, either party may refer the dispute to the dispute resolution procedure under clause 26 (“Dispute resolution”).

### 15.5 Payment following resolution

If the resolution of the dispute requires that any outstanding amounts be paid, then those amounts plus interest must be paid within 10 Business Days of resolution of the dispute with interest accruing at the Interest Rate from the original due date for payment.

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## 15.6 Refund following resolution

If the resolution of the dispute requires that any amounts already paid must be refunded, then those amounts plus interest must be refunded within 10 Business Days of resolution of the dispute with interest accruing at the Interest Rate from the date the amounts were paid.

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## 16. Financial security

### 16.1 The Financial Security obligation

- (a) The Generator agrees that:
  - (i) **(term of financial security)** it must provide financial security to Powerlink for the period from and including the Security Start Date up to and including the last Security End Date; and
  - (ii) **(continuous maintenance and compliance)** such financial security must be maintained at all times, continuously and in full force and effect during the whole of this period and in all other respects comply with this clause 16 (“Financial Security”).
- (b) Powerlink has agreed:
  - (i) **(stage and shape security)** to stage and shape the financial security arrangement into successive, contiguous and time-linked Security Periods and Security Amounts; and
  - (ii) **(successive and linked securities)** without limiting clause 16.1(a)(ii) (“The Financial Security obligation”), to accept from the Generator the provision of successive, contiguous and time-linked financial securities provided that the financial securities at all times comply with this clause 16 (“Financial Security”).

### 16.2 Provision of Financial Security

On or before each Security Provision Date for a Security Period, the Generator must give Powerlink one or more bank guarantees so that Powerlink holds financial security:

- (a) **(security amount)** for the Security Amount applicable to the Security Period and taking effect on and from the applicable Security Start Date;
- (b) **(secure performance)** to secure on demand, without reference to the Generator, the performance of the Generator’s obligations to pay any amounts to Powerlink under or in connection with this agreement and the Works Coordination Agreement; and
- (c) **(compliance)** that at all times complies with clause 16.3 (“Requirements for Financial Security”) and all other provisions of this clause 16 (“**Financial Security**”).

### 16.3 Requirements for Financial Security

- (a) This clause 16.3 (“Requirements for Financial Security”) applies to the provision and acceptance of all Financial Security required to be provided, or otherwise given by the Generator under this clause 16 (“Financial Security”).
- (b) The Generator agrees that Financial Security must, at all times, be:

# Generator Connection and Access Agreement

- (i) (**acceptable bank**) in the form of a bank guarantee given by an Australian Bank (lawfully carrying on business under the Banking Act 1959 (Cth)) that meets the Bank Credit Threshold and which Australian Bank is otherwise acceptable to Powerlink;
  - (ii) (**irrevocable and unconditional**) an irrevocable and unconditional commitment by the Australian Bank to pay, without enquiry or reference to the Generator, the amount demanded by Powerlink, without set-off or counterclaim, up to the Security Amount; applicable to the Security Period;
  - (iii) (**branch**) issued from a branch of the issuing Australian Bank in the City of Brisbane and provide for presentation and payment at that branch;
  - (iv) (**governing law**) be governed by the law of Queensland; and
  - (v) (**other terms**) otherwise on terms acceptable to Powerlink.
- (c) The Generator acknowledges that, in addition to the requirements referred to in clause 16.3(b) and (d) (“Requirements of Financial Security”), in considering the acceptance of a Financial Security, Powerlink will assess:
- (i) (**credit risk**) the credit risk associated with the proposed Financial Security; and
  - (ii) (**risk exposure**) whether any such credit risk exposes Powerlink to financial risk.
- (d) Powerlink may impose reasonable conditions and requirements in connection with the provision and acceptance of Financial Security. An example of a condition/requirement includes – the adjustment of Charges to reflect the assessments made by Powerlink under clause 16.3(c) (“Requirements of Financial Security”).
- (e) The Generator agrees to:
- (i) (**comply with conditions**) comply with any reasonable conditions or requirements imposed by Powerlink under clause 16.3(d) (“Requirements for Financial Security”); and
  - (ii) (**execute documents**) execute any documents requested by Powerlink to give effect to clauses 16.3(d) and (e)(i) (“Requirements for Financial Security”).
- (f) If the Generator does not execute a document requested by Powerlink under clause 16.3(e)(e)(ii) (“Requirements for Financial Security”) within five Business Days of Powerlink submitting the document to the Generator, then the Generator will be deemed to have committed a Generator Financial Breach and the provisions of clause 16.4(c) (“Failure to provide Financial Security”) will apply.
- (g) This clause does not limit the operation of clauses 16.12 (“Change in circumstances of Generator”) or 16.13 (“Change in circumstances of bank providing Financial Security”).

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## 16.4 Failure to provide Financial Security

- (a) If the Initial Financial Security is not provided, or is not currently in place on or before its applicable Security Provision Date, then Powerlink may stop performing the Powerlink Works, stop providing the Transmission Services or do both of these things, until the Initial Financial Security is provided in accordance with clause 16.2 ("Provision of security"). Except for the application of clause 5.6(b) (Revision to Target Second Practical Completion Date and Progress Schedule) of the Works Coordination Agreement, this breach by the Generator does not constitute a Generator Financial Breach unless clause 16.4(b)(i) ("Failure to provide Financial Security") applies.
- (b) If the Generator does not:
- (i) (**initial financial security**) provide the Initial Financial Security within one month of its applicable Security Provision Date;
  - (ii) (**all other financial security**) provide or have in place all other Financial Security by its applicable Security Provision Date; or
  - (iii) (**maintain security**) maintain Financial Security in accordance with clause 16.2 ("Provision of Financial Security"),

then such breach will be taken to be a Generator Financial Breach.

- (c) If the Generator commits a Generator Financial Breach referred to in clause 16.3(f) ("Requirements for Financial Security"), clause 16.4(b) ("Failure to provide Financial Security"), clause 16.5(b) ("Replacement Financial Security following payment under Financial Security"), clause 16.12(c) ("Change in circumstances of Generator") or clause 16.16(d) ("Meaning of Bank Credit Threshold"), then in addition to, and without limiting the rights and remedies available to Powerlink for such Generator Financial Breach, Powerlink may, until the relevant breach is remedied, do any one or more of the following:
- (i) (**stop works**) stop performing any Powerlink Works;
  - (ii) (**not commence works**) refuse to commence or recommence any Powerlink Works;
  - (iii) (**refuse transmission service**) refuse to provide the Transmission Services; or
  - (iv) (**stop transmission service**) stop providing the Transmission Services.

## 16.5 Replacement Financial Security following payment under Financial Security

- (a) If Powerlink draws or calls on Financial Security, then the Generator must, within 10 Business Days from the date of Powerlink's notice, provide Powerlink with further Financial Security, that complies with this clause 16 ("Financial Security"), to ensure that the total amount secured by Financial Security held by Powerlink for the applicable Security Period, at all times, is at least equal to the applicable Security Amount.
- (b) If the Generator has not provided the further Financial Security in accordance with clause 16.5(a) ("Replacement Financial Security following payment under Financial Security"), then the Generator will be taken to be in Generator Financial

# Generator Connection and Access Agreement

Breach and the provisions of clause 16.4(c) (“Failure to provide Financial Security”) will apply.

## 16.6 Right to access Financial Security

Powerlink may draw or call on Financial Security in satisfaction of any of the following amounts, where the amounts (or part of them) have not been paid by the Generator to Powerlink:

- (a) (**unpaid amounts**) amounts that are due and payable by the Generator to Powerlink under or in connection with this agreement or the Works Coordination Agreement;
- (b) (**damages**) any damages or other amounts awarded by a court against the Generator in Powerlink's favour under or in connection with this agreement or the Works Coordination Agreement;
- (c) (**agreed settlements**) any damages, compensation, indemnity or settlement amounts agreed between the parties in relation to either or both of this agreement and the Works Coordination Agreement; and
- (d) (**breach**) any reasonable costs, charges and expenses incurred or losses suffered by Powerlink because the Generator has failed to comply with its obligations under this agreement or the Works Coordination Agreement.

## 16.7 Procedure before accessing Financial Security

Before exercising its right under clause 16.6 ("Right to draw or call on Financial Security"), Powerlink must give the Generator:

- (a) (**notice**) notice of the amount to be drawn or called on from the Financial Security; and
- (b) (**payment**) three Business Days from receiving the notice to pay that amount.

## 16.8 Other rights

Exercising its rights under clause 16.6 ("Right to draw or call on Financial Security") does not merge, extinguish, postpone, lessen, waive or limit any of Powerlink's other rights or remedies against the Generator under this agreement or the Works Coordination Agreement.

## 16.9 Return of Financial Security on provision of further Financial Security for the next Security Period

Subject to clauses 16.1 (“The Financial Security Obligation”) and 16.11 (“Outstanding claims”), Powerlink must, on the applicable Security End Date return the expiring Bank Guarantee held by Powerlink to the Generator promptly after Powerlink receives from the Generator further Financial Security, for the next Security Period, in the form of a Bank Guarantee that complies with this clause 16 (“Financial Security”).

## 16.10 Return of Financial Security on expiry and termination

- (a) Subject to clause 16.11 ("Outstanding claims"), Powerlink must return the Financial Security to the Generator:

# Generator Connection and Access Agreement

- (i) (**after expiry**) where the agreement expires, on the day that is one month after the last Security End Date; and
  - (ii) (**after termination**) where the agreement is terminated, on the day that is three months after termination of this agreement.
- (b) However, Powerlink may agree to return the Financial Security earlier if Powerlink does not believe it is necessary for the Generator to maintain the Financial Security for the relevant stipulated period of time.

## 16.11 Outstanding claims

Clauses 16.9 ("Return of Financial Security on provision of further Financial Security for the next Security Period") and 16.10 ("Return of Financial Security on expiry and termination") do not apply if the Generator has an actual or contingent liability to Powerlink for any amount or amounts of the kind referred to in clause 16.6 ("Right to draw or call on Financial Security") at the applicable date (including any amount under clause 16 ("Termination costs")). In that case, the date for return of the Financial Security is the next Business Day after all claims have been finalised.

## 16.12 Change in circumstances of Generator

- (a) Powerlink may, by notice, request the Generator to provide a New Financial Security for an amount greater or less than the Security Amount, at any time during the Term, taking into account any one or more of the following factors:
- (i) (**prudential**) any material change in the financial strength of the Generator (for example, after an assignment or Change in Control); or
  - (ii) (**remaining payments**) the remaining payments the Generator owes Powerlink in connection with this agreement and the Works Coordination Agreement; or
  - (iii) (**material adverse change**) a material adverse change in financial risk to Powerlink under this contract arising as a result of a change to any laws or their application or interpretation.
- (b) Powerlink must act reasonably in making a request under this clause 16.12 ("Change in circumstances of Generator").
- (c) The Generator must comply with any reasonable request under this clause 16.12 ("Change in circumstances of Generator") within 10 Business Days from the date of Powerlink's notice and a failure to do so will be deemed to be a Generator Financial Breach and the provisions of clause 16.4(c) ("Failure to provide Financial Security") will apply.

## 16.13 Change in circumstances of bank providing Financial Security

- (a) The Generator must immediately notify Powerlink if the bank that issued a Financial Security that has been provided by the Generator to Powerlink under this clause 16 ("Financial Security") fails to hold and maintain a credit rating in accordance with the Bank Credit Threshold.
- (b) Powerlink may, by notice, request the Generator to provide a New Financial Security for an amount greater or less than the Security Amount, at any time during the Term, if the bank issuing a Financial Security fails to hold and maintain a credit



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rating in accordance with the Bank Credit Threshold, whether or not Powerlink has been given a notice under clause 16.13(a) (“Change in circumstances of bank providing Financial Security”).

- (c) The Generator must comply with a notice from Powerlink under clause 16.13(b) (“Change in circumstances of bank providing Financial Security”) within 10 Business Days from the date of Powerlink’s notice and a failure to do so will be taken to be a Financial Breach and the provisions of clause 16.4(c) (“Failure to provide Financial Security”) will apply.

## 16.14 Generator may request swap of Financial Security

- (a) In this clause 16.14 (“Generator may request swap of Financial Security”) a “**Financial Swap Condition**” means:
  - (i) (**existing Financial Security**) a Financial Security has been provided by the Generator to Powerlink under this clause 16 (“Financial Security”);
  - (ii) (**request for swap**) the Generator, by notice to Powerlink, requests Powerlink to accept a New Financial Security to replace the existing Financial Security;
  - (iii) (**compliance**) the New Financial Security complies with this clause 16 (“Financial Security”);
  - (iv) (**accepting new financial security**) Powerlink agrees to accept the New Financial Security in replacement of the existing Financial Security; and
  - (v) (**provision of new financial security**) the Generator provides the New Financial Security to Powerlink.
- (b) If a Financial Swap Condition is satisfied for a Financial Security, then Powerlink agrees to return the existing Financial Security to the Generator at the same time as the Generator provides the New Financial Security.

## 16.15 Liability of provider of Financial Security

- (a) The liability of the provider of a Financial Security is not affected by:
  - (i) (**changed terms**) any variation, change, alteration or amendment of this agreement; or
  - (ii) (**changed Generator**) any Change in Control or transfer or assignment by the Generator of any of its rights under this agreement, whether with or without the consent of Powerlink.
- (b) The Generator consents to the provisions of this clause 16.15 (“Liability of provider of Financial Security”) and must ensure that its provisions are agreed to by the provider of the Financial Security and set out in the relevant security instrument.

## 16.16 Meaning of Bank Credit Threshold

- (a) In this clause 16 (“Financial Security”), “Bank Credit Threshold” means, for an Australian Bank, the long term senior credit rating of the bank as determined by Standard and Poor’s to be not less than A-.

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- (b) If after the Start Date, any of the following circumstances occur, either generally or for a Financial Security, or a bank giving a Financial Security:
- (i) **(change in methodology)** Standard and Poor's materially changes the methodology it uses to determine credit ratings (as determined by Powerlink);
  - (ii) **(change in description)** Standard and Poor's changes the description or nomenclature of the credit ratings;
  - (iii) **(ceases to exist)** Standard and Poor's ceases to exist;
  - (iv) **(no longer determines)** Standard and Poor's no longer determines, issues or assigns credit ratings; or
  - (v) **(no longer appropriate)** Powerlink, acting reasonably, determines that the Standard and Poor's is no longer an appropriate organisation for the assessment of credit risk for the purposes of this agreement,

then Powerlink may, by notice to the Generator, take any one or more of the following actions:

- (vi) **(nominate alternative)** nominate an alternative ratings agency, provided that the agency is recognised in global financial markets as a major and reputable ratings agency and once notified the nominated ratings agency is then taken to be the ratings agency for the purposes of this clause 16 ("Financial Security"); or
  - (vii) **(revise Bank Credit Threshold)** revise the Bank Credit Threshold, for a Financial Security, or the bank giving the Financial Security, provided that the revised Bank Credit Threshold must (as far as reasonably practicable) correspond to the Bank Credit Threshold for the relevant Financial Security or entity as at the Start Date.
- (c) If clause 16.14(b) ("Meaning of Bank Credit Threshold") applies, Powerlink must give the Generator a notice setting out its determination.
- (d) The Generator agrees to comply with Powerlink's determination as contained in the notice under clause 16.14(b) ("Meaning of Bank Credit Threshold"). The Generator agrees to execute any documents requested by Powerlink to give effect to clauses 16.14(b) and (c) ("Meaning of Bank Credit Threshold"). If the Generator does not execute a document within five Business Days of Powerlink submitting the document to the Generator, then the Generator will be deemed to have committed a Generator Financial Breach and the provisions of clause 16.4(c) ("Failure to provide Financial Security") will apply.

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## 17. Insurance

The parties acknowledge that clause [20] of the Works Coordination Agreement details insurance required to be held by the parties.

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## 18. Costs and duty

The parties acknowledge that clause [21] (Costs and duty) of the Works Coordination Agreement details their responsibilities as to expenses and duty.

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## **19. GST**

The parties acknowledge that clause [22] (GST) of the Works Coordination Agreement details their responsibilities as to GST.

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## Part F – Term and Termination

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### 20. Term

#### 20.1 Term of agreement

The “**Term**” starts on the Start Date and ends on the first to occur of:

- (a) the End Date, unless extended under clause 20.2 (“Automatic monthly extension”); and
- (b) the termination of this agreement under clause 21 (“Termination”).

#### 20.2 Automatic monthly extension

After the initial End Date, this agreement is automatically extended on a month by month basis on the same terms and conditions and the End Date in the Details is correspondingly extended until the agreement is terminated under clause 21.6 (“Termination of extended agreement”).

#### 20.3 Commencement of Parts

The parties agree:

- (a) Part B (IUSA), Part E (Financial terms), Part F (Term and Termination) and Part G (Legal terms) of this agreement apply on and from the Start Date until the End Date; and
- (b) Part A (Transmission Services) and Part C (Technical Terms) of this agreement apply to each Generator Unit of the Generating Facility on and from the Relevant Unit Synchronisation Date for that Generator Unit until the End Date.

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### 21. Termination

#### 21.1 Termination by Powerlink for Generator breach

Powerlink may terminate this agreement by written notice where the Generator breaches this agreement or another Project Document and fails to remedy the breach:

- (a) (**Generator Financial Breach**) for a Generator Financial Breach, within 10 Business Days of receiving notice requiring it to do so; or
- (b) (**Generator Non-Financial Breach**) for a Generator Non-Financial Breach, within the reasonable period of time specified in the notice.

#### 21.2 Termination for insolvency

Unless prohibited or stayed from doing so by law, a party may terminate this agreement by notice to the other party where the other party is Insolvent. A party who becomes Insolvent must immediately notify the other party.

#### 21.3 Termination due to termination of the Works Coordination Agreement

If the Works Coordination Agreement is terminated for any reason (other than for Powerlink's breach of that agreement), Powerlink may terminate this agreement by notice to the Generator.

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## 21.4 Termination due to termination of the Network Operating Agreement

If the Network Operating Agreement is terminated for any reason, Powerlink may terminate this agreement by notice to the Generator.

This clause does not apply if Powerlink exercises its option to purchase the Owner IUSA Assets under the Network Operating Agreement unless the Owner is in breach of its obligations in connection with the sale of the Owner IUSA Assets to Powerlink.

## 21.5 Termination by Powerlink for Extended Force Majeure

Powerlink may terminate this agreement under clause 28.8 (“Extended Force Majeure”).

## 21.6 Termination of extended agreement

If this agreement has been renewed under clause 20.2 (“Automatic monthly extension”), either party may terminate the agreement by giving 1 month’s written notice to the other party any time after the initial End Date.

## 21.7 Termination by Powerlink for Generator Repeated Breach

Powerlink may terminate this agreement by notice to the Generator where the Generator commits a Generator Repeated Breach. When providing notice to the Generator of a third or subsequent breach as referred to in the definition of “Generator Repeated Breach”, Powerlink agrees to also send a copy of the notice to the Chief Executive/Managing Director (or equivalent position) of the Generator.

## 21.8 Termination for Change in Control

Powerlink may terminate this agreement by notice to the Owner if there is a Change in Control of the Owner without Powerlink’s prior written consent first being obtained in accordance with clause [24.3] (Termination for Change in Control) of the Works Coordination Agreement.

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## 22. Termination Costs

If this agreement is terminated after the Start Date and before the End Date, then (in addition to any other money payable by the Generator to Powerlink under this agreement), the Generator agrees to pay Powerlink the Termination Costs in accordance with Schedule 5 (“Charges and other amounts”), item 2.2 (“Payment of termination costs”).

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## 23. After expiry or termination

### 23.1 Removal of infrastructure

On termination by either party, or on expiry, Powerlink may de-energise and disconnect the Powerlink Connection Assets at the Asset Boundary and may decommission and remove any Powerlink assets associated with the provision of Transmission Services under this agreement.

### 23.2 Survival of terms

Termination or expiry of all or part of this agreement for any reason does not affect:

- (a) **(prior rights)** any rights of any party against another party that:
  - (i) arose before the termination or expiry; and

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- (ii) otherwise relate to any breach or non-observance of this agreement occurring before termination or expiry; or
- (b) (**certain clauses**) the rights and obligations of the parties under this clause 23 (“After expiry or termination”) and clauses 14 (“Billing and Payment”), 21 (“Termination”), 22 (“Termination Costs”), 16.10 (“Return of Financial Security on expiry or termination”) 24 (“Liability and Indemnity”) and 27 (“Confidentiality”) and any other clauses to the extent they are necessary for the interpretation or effectiveness of these clauses.

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## Part G - Legal terms

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### 24. Liability and indemnity

#### 24.1 Liability excluded

Subject to clause [5.6] (“Powerlink Delay”) of the Works Coordination Agreement and item 1 of Schedule 2 (“Delays in Powerlink Works”), as far as the law permits, and unless specified otherwise in this clause 24 (“Liability and indemnity”), a party (“**First Party**”) will not be liable to the other party (“**Affected Party**”) for any loss, injury, damage or expense suffered or incurred by the Affected Party in relation to the Project Documents (whether in contract, tort or otherwise), except for:

- (a) Payment of Charges;
- (b) Direct Loss;
- (c) Third Party Claims.

#### 24.2 Indemnity for Third Party Claims

A First Party indemnifies the Affected Party and its officers, employees and agents, against any Third Party Claim against the Affected Party that results in loss, damage or expense to the Affected Party arising out of or in connection with:

- (a) (**breach**) a breach of the Project Documents by the First Party;
- (b) (**misconduct**) acts or omissions of the First Party that are wilful, negligent or done in bad faith;
- (c) (**illegality**) a breach of the Rules, the Electricity Laws or other relevant laws by the First Party.

#### 24.3 Indemnity for Owner Financial Breach

- (a) This clause applies if the Owner is in breach of its obligation to provide financial security under the Network Operating Agreement.
- (b) The Generator indemnifies Powerlink for the amount of any charges and other amounts the subject of an Owner Financial Breach.
- (c) The liability of the Generator under this clause is limited to the lesser of:
  - (i) the value of financial security required to be provided by the Owner to Powerlink under the terms of the Network Operating Agreement; and
  - (ii) an amount equal to the value of financial security required to be provided by the Owner to Powerlink minus the value of financial security held by Powerlink under the terms of the Network Operating Agreement.

#### 24.4 Limitation of liability for Direct Loss

Subject to clause [5.6] (“Powerlink Delay”) of the Works Coordination Agreement and item 1 of Schedule 2 (“Delays in Powerlink Works”), the parties agree that a First Party’s liability to the Affected Party for Direct Loss is limited as follows:

# Generator Connection and Access Agreement

- (a) (**aggregate**) a First Party's aggregate liability to the Affected Party for the total of all claims for Direct Loss in relation to the Project Documents will not exceed the Aggregate Cap stated in item 5 ("Liability caps") of Schedule 5 ("Charges and other amounts"); and
- (b) (**expiry**) a First Party will not be liable to an Affected Party for Direct Loss if 12 months elapses from the time that the right to make the claim accrues and the Affected Party has not instituted legal proceedings to enforce the claim.

## 24.5 Liability excluded for failure of Owner IUSA Assets

As far as the law permits, Powerlink will not be liable to the Generator for any loss, injury, damage or expense suffered or incurred by the Generator in relation to the Project Documents (whether in contract, tort or otherwise) as a result of or in connection with:

- (a) (**defects in the Owner IUSA Assets**) defects in, poor performance or failure of, the Owner IUSA Assets other than as a result of Powerlink's negligence, breach of law or breach of the Network Operating Agreement; or
- (b) (**negligence of or breach by Owner**) the negligence of the Owner or a breach of the Network Operating Agreement by the Owner.

## 24.6 Particular exclusions: disconnection and reduced services

Despite any other clause in the Project Documents, Powerlink will not be liable for any loss, injury, damage or expense the Generator suffers or incurs as a direct or indirect result of:

- (a) (**failure to acquire approvals**) Powerlink's delay in acquiring, or failure to acquire, any Works Approval (if it has used reasonable endeavours to obtain those Works Approvals), or Powerlink exercising its right of termination under clause 1.2 (No Works Approvals for Powerlink) of the Works Coordination Agreement;
- (b) (**decommissioning**) a party exercising its rights under clause 23.1 ("Removal of infrastructure") other than in relation to any property damage caused by the exercise of those rights;
- (c) (**service reduction**) Powerlink exercising its rights under clause 2.1 ("When reduction allowed"), but this does not exclude liability for failing to comply with clause 2.2 ("Mitigation");
- (d) (**Powerlink disconnection**) Powerlink exercising its rights under clauses 7.1 ("Emergency disconnection"), 7.3 ("Disconnection for technical breach"), 7.4 ("Disconnection for financial breach") or clause 7.8 ("Other non-compliance");
- (e) (**automatic disconnection**) the Generator failing to comply with clause 8 ("Automatic disconnection"); or
- (f) (**access**) Powerlink not having the benefit of the Powerlink Minimum Land Access Requirements.

## 24.7 Particular exclusions: access to property

Despite any other clause in the Project Documents, where a party installs any equipment ("**Equipment Owner**") on the property of the other party ("**Property Owner**"), the Property Owner is not liable for any loss, injury, damage or expense incurred by the



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Equipment Owner resulting from the installation, except to the extent that the loss, injury, damage or expense results from the Property Owner's wilful act or omission.

## 24.8 Conduct of Third Party Claims

If a Third Party Claim is made against an Affected Party and the Affected Party wishes to rely on the indemnity in clause 24.2 ("Indemnity"), then the Affected Party agrees:

- (a) (**notice**) to notify the First Party about the Third Party Claim within 10 Business Days of receiving it;
- (b) (**settlement**) not to settle or pay the Third Party Claim without the First Party's consent (which may not be unreasonably withheld); and
- (c) (**carriage of litigation**) if requested to do so, to allow the First Party to conduct proceedings relating to the Third Party Claim in the Affected Party's name, provided the Affected Party:
  - (i) is reasonably secured for costs arising from such a proceeding; and
  - (ii) is permitted to do so by its insurers.

## 24.9 Exclusions under National Electricity Law

Where the operation of the National Electricity Law would, in the absence of this clause 24 ("Liability and indemnity"), exclude any liability that the First Party has to the Affected Party for any Direct Loss or Third Party Claim ("**Relevant Exclusion**"), then despite anything in this clause 24 ("Liability and indemnity"), the First Party's liability will be determined on the basis that it is entitled to claim the benefit of the Relevant Exclusion.

## 24.10 Limitations under National Electricity Law

Where the operation of the National Electricity Law would, in the absence of this clause 24 ("Liability and indemnity"), limit or reduce any liability that the First Party has to the Affected Party for any Direct Loss or Third Party Claim, whether by way of a per event liability cap or an aggregate liability cap ("**Relevant Limitation**") and the Relevant Limitation is more favourable than a limitation of liability provided under this clause 24 ("Liability and indemnity"), the First Party's liability will be determined on the basis that it is entitled to claim the benefit of the Relevant Limitation.

## 24.11 Other statutory limitations of liability preserved

Except to the extent expressly stated in this clause 24 ("Liability and Indemnity"), nothing in the Project Documents waives, varies or excludes the operation of any statutory limitations of liability available to Powerlink (or its officers and employees), including, without limitation, the applicable sections of the National Electricity Law, the National Electricity (South Australia) Regulations 1996 and the Electricity Laws.

## 24.12 Mitigation

A party must take all reasonable steps to mitigate the extent of any:

- (a) (**direct loss**) Direct Loss that it suffers or incurs; and
- (b) (**third party claim**) loss, damage or expense that it suffers or incurs resulting from a Third Party Claim.

# Generator Connection and Access Agreement

## 24.13 Contribution to loss suffered

If a party makes a claim against the other party under the Project Documents and the party making the claim has contributed to the loss that it has suffered, any entitlement to damages or compensation of the party making the claim will be proportionally reduced, taking into account the extent to which it has contributed to the loss.

## 24.14 Exclusion of Warranties

Subject to the Competition and Consumer Act 2010 and the express provisions of the Project Documents, all warranties, terms, conditions and guarantees about the provision of the Transmission Services and the supply of electricity to the Generator that may be implied or imposed by use, statute or otherwise are excluded to the maximum extent allowed by law.

## 24.15 Appointment of Related Company by Generator

- (a) The Generator will not appoint a Related Company without first requiring the Related Company to enter into a tripartite deed with Powerlink and the Generator, which deed will limit and exclude any liability that Powerlink may have to the Related Company in the same manner as Powerlink has limited and excluded its liability to the Generator under the Project Documents.
- (b) The appointment of a Related Company by the Generator does not excuse or relieve the Generator from any of its obligations to Powerlink under this agreement and the Generator is responsible and liable for all acts or omissions of its Related Company in connection with, relating to or arising from the Project Documents.
- (c) If, despite clause 24.15(a), the Generator appoints a Related Company without requiring the Related Company to enter into the tripartite deed, then the Generator indemnifies Powerlink and its officers, employees and agents, against any claim, action or proceeding made against Powerlink by the Related Company as a result of any act or omission of Powerlink relating directly or indirectly out of or in connection with the Project Documents, including any inability of the Related Company to participate in the spot market in relation to any one or more of the Generator Units as a result of any negligent act or omission of Powerlink or any breach by Powerlink of its obligations under agreement Project Document.

---

## 25. Compliance with the Rules

### 25.1 General Compliance

Each party must comply with its relevant obligations under the Rules.

### 25.2 Generator compliance

The Generator must:

- (a) **(not registered)** where it is not a *Registered Participant*, comply with the Rules as if it were, for the purposes of this agreement; and
- (b) **(taking electricity)** to the extent that it takes electricity from the *Transmission Network* at the Transmission Network Connection Point, comply with the relevant obligations imposed on a *Customer* under the Rules (whether or not it is registered as a *Customer* or a *Generator*).

# Generator Connection and Access Agreement

## 25.3 Non-compliance

A breach of clause 25.1 (“General compliance”) or 25.2 (“Generator Compliance”) is not grounds for terminating this agreement. This clause does not take away any right to terminate on other grounds arising out of the same conduct, if they exist.

## 25.4 Inconsistency

To avoid any doubt, if there is an inconsistency between clause 25.1 (“General compliance”) and any other obligation of a party under this agreement (“**Inconsistent Obligation**”):

- (a) (**Rules prevail**) clause 25.1 (“General compliance”) prevails; and
- (b) (**no breach**) the failure of a party to comply with the Inconsistent Obligation is not a breach of this agreement and does not give rise to any remedy under this agreement for non-compliance with the Inconsistent Obligation.

## 25.5 Notice of inconsistency

A party that intends to rely on clause 25.4 (“Inconsistency”) must notify the other party as soon as practicable after it becomes aware of the inconsistency.

## 25.6 Rule standards

Unless this agreement expressly states otherwise, where the Rules and this agreement each require performance of an act to a particular standard, and the Rules do not allow the parties to negotiate about the standard, the standard in the Rules takes precedence (even if it is less onerous). In that case, failure to comply with the more onerous requirements of this agreement is not a breach.

---

## 26. Dispute resolution

The parties acknowledge that the Dispute Resolution Process in the Works Coordination Agreement must be used to resolve any dispute that arises between the parties under this agreement (other than disputes under clause 29 (“Re-negotiating agreement”)).

---

## 27. Confidentiality

The parties acknowledge that all Confidential Information (as defined in the Works Coordination Agreement), and the fact of its existence, is to be held and kept confidential by the parties in accordance with clause [29] (Confidentiality) of the Works Coordination Agreement.

---

## 28. Force Majeure

### 28.1 Suspension of obligations

If a party to this agreement is unable wholly or in part to perform any Non-Financial Obligation under this agreement on time and as required because of the occurrence of a Force Majeure Event, then for the duration of the Force Majeure Event, the rights and Non-Financial Obligations of the parties under this agreement will be suspended in whole or in part, as the case may require, to the extent that the ability of a party (the “**Affected Party**”) to perform any of its Non-Financial Obligations is adversely affected by a Force Majeure Event.

# Generator Connection and Access Agreement

## 28.2 Effect of Force Majeure Event

Suspension of any Non-Financial Obligations under clause 28.1 (“Suspension of obligations”) does not affect any rights or obligations that may have accrued prior to the suspension or, if the Force Majeure Event affects only some Non-Financial Obligations, any other obligations or rights of the parties.

## 28.3 Mitigation of Force Majeure Event

Subject to clause 28.6 (“End of Force Majeure Event”), the Affected Party must use all reasonable endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible, and the other party must cooperate and give such assistance as the Affected Party may reasonably request in connection with the Force Majeure Event.

## 28.4 Failure to mitigate

The period of suspension under clause 28.1 (“Suspension of obligations”) will exclude any delay in the Affected Party’s performance of those Non-Financial Obligations attributable to a failure by the Affected Party to comply with clause 28.3 (“Mitigation of Force Majeure Event”).

## 28.5 Industrial action

Nothing in this clause 28 (“Force Majeure”) requires the Affected Party to settle any industrial dispute in any way it does not want to.

## 28.6 End of Force Majeure Event

The Affected Party must resume performance of any suspended obligation as soon as possible after the Force Majeure Event ends.

## 28.7 Notice of Force Majeure Event

If a party reasonably considers that a Force Majeure Event has occurred affecting it, it must:

- (a) **(initial notice)** notify the other party of the circumstances and affected obligations;
- (b) **(regular update)** keep the other party informed reasonably regularly of the likely duration of the Force Majeure Event and the mitigation action being taken; and
- (c) **(end)** notify the other party when the Force Majeure Event ends or has been successfully mitigated.

## 28.8 Extended Force Majeure

Powerlink may notify the Generator in writing that this agreement is terminated if:

- (a) a party has notified the other party of a Force Majeure Event under clause 28.7 (“Notice of Force Majeure Event”); and
- (b) either:
  - (i) the Force Majeure Event has continued for more than 6 months from the date of the notice; or
  - (ii) in Powerlink’s reasonable opinion, the Force Majeure Event has and is likely to continue to have a material adverse effect on the ability of either

# Generator Connection and Access Agreement

party to comply with its obligations under clause 1 (“Transmission Services”) for a substantial period of time.

---

## 29. Re-negotiating agreement

The parties acknowledge that clause 31 (Renegotiating Project Documents) of the Works Coordination Agreement provides for the parties to negotiate changes to this agreement to accommodate a relevant Change Event or Configuration Change.

---

## 30. General

### 30.1 Contact details

Prior to the Second Practical Completion Date, the parties' contact details for notices are set out in the Works Coordination Agreement.

On and from the Second Practical Completion Date, the parties' contact details for notices are set out in:

- (a) **(operations)** item 1 (“Operational communications”) of Schedule 6 (“Communications contacts”); or
- (b) **(general notices)** item 2 (“Contacts for Notices”) of Schedule 6 (“Communication contacts”).

A party may notify the other in writing from time to time of any change to the contact details for operational communications and notices.

### 30.2 Dictionary

Defined terms in this agreement are contained in Schedule 7 (“Dictionary”).

**EXECUTED** as an agreement.

# Generator Connection and Access Agreement

## Schedule 1 – Powerlink Connection Assets

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### 1. Transmission Network Connection Point

The Transmission Network Connection Point (TNCP) is identified in the item [6] in Schedule 1 of the Works Coordination Agreement. All *Performance Standards* for the connected Generator Units are specified at the Transmission Network Connection Point.

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### 2. Power Transfer Capability

#### 2.1 Agreed Power Transfer Capability

The Agreed Power Transfer Capability at the Transmission Network Connection Point for the Generator Units of the Generator Facility is at [yyy] kV is:

Generator Units	Agreed Power Transfer Capability
Generator Unit 1	[xxx] MVA
Generator Units 1 and 2	[xxx] MVA
Generator Units 1, 2 and 3	[xxx] MVA

#### 2.2 Energy and Generation forecasts

Generator agrees to provide to Powerlink by 31 October each year unless otherwise agreed, annual energy forecasts for the following ten financial years and generation forecasts for the following 5 years in the format specified in Schedule 5.7 (“Annual Forecast Information for Planning Purposes”) of the Rules.

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### 3. Generator Asset Boundary & Responsibilities

#### 3.1 Generator Asset Boundary

The Generator Asset Boundary is defined in the Works Coordination Agreement.

#### 3.2 Generator Asset Boundary responsibilities

The parties’ acknowledge that their respective responsibilities at the Generator Asset Boundary are described in the Works Coordination Agreement.

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### 4. Generator Facility

The Generator Facility comprises [xx] Generator Units, as identified in the [Connection Schematic Diagrams] in Schedule 1 of the Works Coordination Agreement.

# Generator Connection and Access Agreement

## Schedule 2 – Delays in Powerlink Works

### 1. Liquidated damages

#### 1.1 Powerlink to pay liquidated damages for delay

Subject to:

- (a) items 1.2 to 1.4 of this Schedule 2; and
- (b) clauses [5.6] (Powerlink delay) of the Works Coordination Agreement,

if the Powerlink Works are not Completed under the Works Coordination Agreement by the Target Second Practical Completion Date (as defined in the Works Coordination Agreement), Powerlink must pay to the Generator, as a debt due and payable to the Generator, liquidated damages in accordance with the table below for every day after the Target Second Practical Completion Date to and including the day that the Powerlink Works are Completed.

Period after Target Second Practical Completion Date	Liquidated Damages payable per day
For week 1 to week 6	\$xxx

#### 1.2 Cap on Powerlink liability for liquidated damages

The amounts payable by Powerlink under item 1.1 of this Schedule are capped at \$[xxx].

#### 1.3 Scope of liquidated damages

Powerlink and the Generator agree that the amounts payable under this Schedule 2:

- (a) are, and are intended to be, a reasonable and good faith pre-estimate of the anticipated or actual loss or damage suffered or incurred by the Generator because of the delay in Completion, and are not a penalty;
- (b) subject to clause 1.4, are the Generator's sole remedy in relation to this agreement for any liability for failure by Powerlink to Complete the Powerlink Works by the Target Second Practical Completion Date, however that failure is caused or contributed to (including negligence, breach of contract or otherwise) and, to avoid doubt, clause 24 will not apply to the amounts payable under Schedule 2 of the Connection and Access Agreement;
- (c) will be payable by Powerlink to the Generator upon demand; and
- (d) can be set off against any money owing by the Generator to Powerlink.

#### 1.4 Damages at common law

If for any reason the amounts payable under this Schedule 2 are found to be void, invalid or otherwise unenforceable so as to disentitle the Generator from recovering those liquidated damages, then the Generator is entitled to recover from Powerlink damages at

# Generator Connection and Access Agreement

common law for Powerlink's failure to Complete the Powerlink Works by the Target Second Practical Completion Date, provided that Powerlink's liability for any such common law damages will not exceed the amount of liquidated damages that would have been payable under Schedule 2 of the Connection and Access Agreement if those liquidated damages had been enforceable.



## Schedule 3 – Technical Requirements (Generation)

### **PERFORMANCE STANDARDS**

[The following table outlines the information AEMO and Powerlink require to assess compliance with the performance standards for the generating unit / system.]

[performance standards to be inserted]

# Generator Connection and Access Agreement

## Schedule 4 – Metering (clause 12)

### 1. Metering Coordinator - revenue metering system

Powerlink is the *Metering Coordinator* for the *Revenue Metering Installation* and the *Check Metering Installation*.

### 2. Technical specifications for metering

#### 2.1 Metering Location

The locations of the *Metering Installations* are defined in item [6] (“Transmission Network Connection”) of Schedule 1 of the Works Coordination Agreement.

#### 2.2 Metering Specification

Connection Point		Connection		Metering Installation		Loss		Owner		Metering Coordinator	
		TNI		Metering Site	Metered Item	Factor		Instrument Transformer	Meters and Recorders		
xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx

# Generator Connection and Access Agreement

## Schedule 5 – Charges and other amounts

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### 1. Charges & Prices (Clause 13)

#### 1.1 Charges for Transmission Services under this agreement

The parties agree that the Charges referred to in clause 13.2 (“How Charges are worked out”) comprise the following:

- (a) **(negotiated)** the Negotiated Service Charge for the *Negotiated Transmission Services* (as set out in item 1.2 (“Negotiated Service Charges”) of this Schedule 5 (“Charges and other amounts”));
- (b) **(non regulated service charges)** the Non Regulated Charges for the *Non Regulated Transmission Services* as set out in item 1.3 (“Non Regulated Service Charges”) of this Schedule 5 (“Charges and other amounts”); and
- (c) **(prescribed)** the Prescribed Service Charges for the *Prescribed Transmission Services* which are determined in accordance with the Electricity Laws and this agreement.

#### 1.2 Negotiated Service Charges

Negotiated Service Charges of \$xxx per month (as at [insert relevant Quarter reference]), exclusive of GST, will commence on and from Charges Commencement Date and the monthly Charge will be escalated in accordance with item 1.4 of this Schedule 5 (“Charges and other amounts”).

#### 1.3 Non Regulated Service Charges

Non Regulated Service Charges of \$xxx per month (as at [insert relevant Quarter reference]), exclusive of GST, will commence on and from the Charges Commencement Date and the monthly Charge will be escalated in accordance with item 1.4 of this Schedule 5 (“Charges and other amounts”).

#### 1.4 Escalation formula for Negotiated Service Charges and Non Regulated Service Charges

The Negotiated Service Charges and Non Regulated Service Charges will be adjusted for changes in the CPI with effect on and from the first day of each Quarter in accordance with the formula.

$$A_n = A_{n-1} \times \left[ \frac{CPI_n}{CPI_{n-1}} \right] \text{ where:}$$

$A_n$  = the applicable adjusted monthly Charge;

$A_{n-1}$  = the applicable monthly Charge as at [insert relevant reference date];

$CPI_n$  = the CPI published for the Quarter ending immediately before the Quarter preceding the Quarter of the relevant adjustment date (or most recently before the adjustment date, where the adjustment date occurs during a Quarter); and

# Generator Connection and Access Agreement

$CPI_{n-1}$  = the CPI published for the Quarter commencing [insert relevant Quarter reference].

## 1.5 Prescribed Service Charges

Powerlink will advise the Generator of the Prescribed Service Charge applying from time to time, determined in accordance with the Electricity Laws.

## 1.6 Other Charges

The Generator agrees to pay any other charges determined in accordance with the Electricity Laws (as amended from time to time) to be payable by the Generator in accordance with the network pricing provisions of the Electricity Laws to the extent not otherwise provided for in this agreement.

## 1.7 Commencement of Charges

[Date of Milestone 2 as defined in Item 5 of Schedule 2 of the Works Coordination Agreement.]

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## 2. Termination costs

### 2.1 Amount of Termination Costs

Where clause 22 (“Termination costs”) applies, the Termination Costs payable by the Generator to Powerlink are the applicable amount set out in the table below:

Termination date	Amount
Between the Start Date and the End Date (inclusive).	Unexpired Cost of the Embedded Investment (plus GST)

### 2.2 Payment of Termination Costs

The Generator must pay Termination Costs payable to Powerlink within 10 Business Days of notification of the termination event that gave rise to the obligation to pay the Termination Costs, which notification must also include a tax invoice for the Termination Costs.

### 2.3 Scope of termination costs

The parties agree that the Termination Costs are, and are intended to be, a reasonable and good faith pre-estimate of the anticipated or actual loss or damage suffered or incurred by Powerlink because of the relevant termination event, and are not a penalty.

If the Termination Costs are found for any reason to be void, invalid or otherwise unenforceable so as to disentitle Powerlink from recovering those Termination Costs, then Powerlink is entitled to recover from the Generator damages at common law for the loss or damage suffered or incurred by Powerlink because of the relevant termination event. The Generator’s liability for any such common law damages will not exceed the amount of Termination Costs that would have been payable if those termination costs had been enforceable.

# Generator Connection and Access Agreement

To avoid doubt, a reference in clause 22 (“Termination Costs”) to “other money payable” means money not included in any amounts set out in item 2.1 (to ensure no double recovery by Powerlink).

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## 3. Security Amount (clause 16 (“Financial security”))

Security Period	Security Amount
Between the Start Date ( <b>Security Start Date</b> ) and the date that is 10 Business Days after the Second Practical Completion Date ( <b>Security End Date</b> ) (inclusive) – <u>Initial Financial Security to be given on or before the Start Date (Security Provision Date)</u> .	\$ xxx
Between the date that is 11 Business Days after the Second Practical Completion Date ( <b>Security Start Date</b> ) and the date that is three months after the End Date ( <b>Security End Date</b> ) (inclusive) – <u>Financial Security to be given on or before 4pm on the date that is 10 Business Days after the Second Practical Completion Date (Security Provision Date)</u> .	\$ xxx

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## 4. Maximum Unpaid Amount

For the definition of Financial Breach in Schedule 7 (“Dictionary”) the Maximum Unpaid Amount is two months Charges as defined in clause 13 (“Charges”).

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## 5. Liability caps

For the purposes of clause 24.4 (“Limitation of Liability for Direct Loss”), the Aggregate Cap is \$xxx million.

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## 6. Required Insurance Amount

For the definition of Required Insurance Amount in Schedule 7 (“Dictionary”), the Required Insurance Amount is [xxx million]

# Generator Connection and Access Agreement

## Schedule 6 – Communication contacts

### 1. Operational communications (clause 30.1)

The parties nominate the following personnel to be responsible for operational communications between them about the items set out below:

Responsibility	Powerlink	Generator
Day to day operations affecting the connection point	[insert]	xxx
Outage plans	[insert]	xxx
Outage requests	[insert]	xxx
Emergency events and switching	[insert]	xxx
Media or information releases to third parties	[insert]	xxx
General queries	[insert]	xxx

### 2. Contacts for Notices (clause 30.1)

	Powerlink	Generator
Address	[insert]	xxx
Telephone	[insert]	xxx
Fax	[insert]	xxx
E-mail	[insert]	xxx
Contact	[insert]	xxx

# Generator Connection and Access Agreement

## Schedule 7 – Dictionary

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### 1. Defined terms and the Rules

- (a) Capitalised terms used in this agreement which are not italicised have the meanings given in item 2 (“Defined terms”) of this Schedule 7 (“Dictionary”).
- (b) Capitalised terms used in this agreement which are *italicised* have the meanings given in the Rules.
- (c) If there is any inconsistency between a term defined in item 2 (“Defined terms”) of this Schedule 7 (“Dictionary”), or a term which is also defined in the Rules, the following order of precedence will apply to resolve the inconsistency:
  - (i) item 2 (“Defined terms”) of this Schedule 7 (“Dictionary”);
  - (ii) the Rules.

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### 2. Defined terms

In this agreement, unless the context clearly indicates otherwise, the following terms have the following meanings.

**Access Rights** has the meaning given in the Works Coordination Agreement.

**AEMC** means the Australian Energy Market Commission established under section 5 of the *Australian Energy Market Commission Establishment Act 2004 (SA)*.

**AEMO** means the Australian Energy Market Operator.

**AER** means the Australian Energy Regulator established under section 44AE of the Competition and Consumer Act 2010 (Cth).

**Affected Party** has the meaning given in clause 24.1 (“Liability excluded”) or clause 28.1 (“Suspension of obligations”), as the context requires.

**Aggregate Cap** means the amount set out in item 5 (“Liability caps”) of Schedule 5 (“Charges and other amounts”).

**Agreed Power Transfer Capability** means the *Power Transfer Capability* at the Transmission Network Connection Point, being that specified in, item 2.1 (“Agreed Power Transfer Capability”) of Schedule 1 (“Powerlink Connection Assets”) (subject to any Contingency Event and the provisions of clause 2 (“Service reduction”)) as recorded by the *Revenue Metering Installation* for the Generator.

**Appendix C of the Queensland Electricity Entity Procedures for Safe Access to High Voltage Electrical Apparatus Procedures** has the meaning given in the Works Coordination Agreement.

**Approval Date** has the meaning given in the Works Coordination Agreement.

**Asset Boundary** has the meaning given in item 3.1 (“Asset Boundary”) of Schedule 1 (“Powerlink Connection Assets”).

**Associates** means the relevant party’s directors, officers, employees, agents, servants and contractors.

# Generator Connection and Access Agreement

**Australian Bank** means an “Australian bank” as defined in the Corporations Act 2001 (Cth) which is incorporated in Australia.

**Authorised Person** means a person with technical knowledge and experience who has been trained and approved and has the delegated authority to act on behalf of the relevant party to perform the duty concerned in accordance with Appendix C of the Queensland Electricity Entity Procedures for Safe Access to High Voltage Electrical Apparatus Procedures.

**Authority** means the Crown, a government minister, a government department, a corporation, or other authority constituted for a public purpose, a holder of an office for a public purpose, a local authority, a court, tribunal, board or any officer or agent of any of these persons (and to avoid doubt, includes the AEMC, the AER and AEMO).

**Back Energisation** has the meaning given in the Works Coordination Agreement.

**Bank Credit Threshold** has the meaning in clause 16.16 (“Meaning of Bank Credit Threshold”).

**Billing Period** means a calendar month.

**Business Day** means a day, other than a Saturday, Sunday or public holiday, when banks are open for business in Brisbane, Queensland.

**Change in Control** has the meaning given in the Works Coordination Agreement.<sup>1</sup>

**Charges** means the amounts referred to in clause 13 (“Charges”) and Schedule 5 (“Charges and other amounts”).

**Charges Commencement Date** means the date for commencement of charges specified in Item 1.9 of Schedule 5.

**Complete** has the meaning given in the Works Coordination Agreement.

**Confidential Information** has the meaning given in the Works Coordination Agreement.

**Construction Release** has the meaning given in the Works Coordination Agreement.

**Contingency Event** means an event affecting the *Power System* or one or more *Transmission Elements*, and includes, without limitation, any Scheduled Outages, switching or disconnection carried out by either party in accordance with this agreement or the Works Coordination Agreement.

**Costs** include costs, charges and expenses, including those incurred in connection with advisers.

**Cost Variation** means any actual increase to the cost of completing the Powerlink Works after the Start Date which is beyond Powerlink’s reasonable control, (including, without limitation, change to the input costs of the Powerlink Works, or any delay in completion of the Works to the extent that the delay was not caused or contributed to by Powerlink).

**CPI** means:

- (a) the Quarterly Consumer Price Index: All Groups - Brisbane index number published by the Australian Bureau of Statistics (publication No. 6401.0); or
- (b) if the index referred to in paragraph (a) ceases to be published, or its basis of assessment is changed such that it no longer accurately reflects changes in the prevailing level of prices substantially in the same manner as it did before the change, the nearest equivalent index as agreed between the parties, or if the parties

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<sup>1</sup> [Note – The defined term *Change in Control* is used in the security provisions.]



# Generator Connection and Access Agreement

do not agree, the index nominated by the head of the Australian Bureau of Statistics or its nominee (acting as an expert), whose decision is final and binding.

**Detailed Design** has the meaning given in the Works Coordination Agreement.

**Details** means the section of this agreement headed “Details”.

**Direct Loss** means loss, injury, damage or expense suffered or incurred by the Affected Party that results directly from, whether solely or in part, the First Party’s breach of this agreement (whether negligent or otherwise), but does not include:

- (a) any loss, damage or expense arising out of interruption to business, increased Costs of working, loss of use of property, loss of contract, loss of production, loss of revenue, loss of profit or loss of goodwill; or
- (b) any indirect or consequential loss, damage, injury or expense,

whether or not it was reasonably foreseeable or reasonably within the parties’ contemplation at the date of this agreement.

**Electricity Laws** means the Electricity Act 1994 (Qld), National Electricity Law, the Rules and any other laws and codes that may regulate or govern the generation, transmission, supply or use of electrical energy in Queensland from time to time.

**Emergency Switching** has the meaning given in the Works Coordination Agreement.

**End Date** is as set out in the Details.

**Equipment Owner** has the meaning given in clause 24.7 (“Particular exclusions: access to property”).

**Financial Security** means a financial security of the kind described in clause 16.1 (“Provision of Financial Security”), including the following – the Initial Financial Security, New Financial Security and all other Financial Securities, together with any replacement, substitution, swap or any amendment of any of them.

**Financial Year** means the 12 month period ending 30 June.

**First Party** has the meaning given in clause 24.1 (“Liability excluded”).

**First Practical Completion Date** has the meaning given in the Works Coordination Agreement.

**Force Majeure Event** means an event, act, occurrence or omission, or combination of them, that (despite the observance of *Good Electricity Industry Practice*) is beyond the reasonable control of the party affected by it, including:

- (a) **(acts of God, etc)** acts of God, lightning strikes, earthquakes, floods, droughts, storms, mudslides, radioactive or chemical contamination, explosions, fires or other natural disasters, acts of war, acts of public enemies, acts of terrorism, riots, civil commotions, malicious damage, sabotage, blockades and revolutions;
- (b) **(health risks)** any serious risks to health or safety, including epidemics;
- (c) **(industrial action)** strikes, lockouts, industrial or labour disputes or difficulties, work bans, blockages or picketing;
- (d) **(administrative action)** action or inaction by, or an order, determination, direction or finding of, a court, government or Authority including an injunction or a denial, refusal or failure to grant any authorisation, licence, approval, permit, registration or acknowledgement;
- (e) **(equipment failure)** mechanical or electrical breakdown of any equipment beyond a party’s reasonable control;

# Generator Connection and Access Agreement

- (f) (**unplanned outages**) unplanned outages of a party's equipment beyond a party's reasonable control;
- (g) (**supplier failure**) the failure of any supplier of goods or services to Affected Party to provide those goods or services to that party, where the failure is due to circumstances beyond the reasonable control of the supplier (including any of the events described in this definition); and
- (h) (**revocations**) the revocation of either party's licence or authorisations by a relevant Authority except as a result of any act, omission or default on that party's part.

**Functional Specification** has the meaning given in the Works Coordination Agreement.

**Future Monthly Prescribed Service Charge** means the Prescribed Service Charge set out in item 1.5 ("Prescribed Service Charges") of Schedule 5 ("Charges and other amounts").

**Generation** has the meaning given in the Recitals.

**Generator** means the person so described in the Details.

**Generator Asset Boundary** has the meaning given in the Works Coordination Agreement.

**Generator Facility** has the meaning given in the Works Coordination Agreement.

**Generator Financial Breach** means, for the Generator:

- (a) (**financial security**) failure by the Generator to comply with clause 16 ("Financial security"), but subject to clause 16.4(a);
- (b) (**Termination costs**) a failure by the Generator to pay Termination Costs as and when required by clause 22 of this agreement;
- (c) (**non-payment of Charges for Transmission Services**) failure by Generator to pay two consecutive invoices issued under clause 14.2 ("Payment") relating to Charges for the provision of Transmission Services (clause 13 ("Charges") and Schedule 5 ("Charges and other amounts"));
- (d) (**non-payment of other Charges**) a failure by the Generator to pay any other Charges (including any interest) as and when required by this agreement (clause 13 ("Charges"));
- (e) (**other amounts due**) a failure by the Generator to pay any other amount (including any interest) as and when required by this agreement, where the total of all amounts outstanding exceeds the Maximum Unpaid Amount; or
- (f) (**Financial Breach of Works Coordination Agreement**) a Generator Financial Breach as defined in the Works Coordination Agreement.

**Generator Non-Financial Breach** means, for the Generator:

- (a) (**insurance**) a breach of clause 17 ("Insurance");
- (b) (**wilful misconduct/gross negligence**) a breach of any other obligation of the Generator under this agreement (other than a Financial Breach) that arose from the Wilful Misconduct or Gross Negligence of the Generator and that has or could reasonably be expected to have a material adverse effect on:
  - (i) the provision of transmission services by Powerlink to other Transmission Network Users connected to the Transmission Network;
  - (ii) the security or performance of the Transmission Network or the Connection Assets; or

# Generator Connection and Access Agreement

- (iii) the quality of electricity supplied from the Transmission Network or the Connection Assets to other Transmission Network Users; or
- (c) **(Non-Financial Breach of Works Coordination Agreement)** a Non-Financial Breach as defined in the Works Coordination Agreement on the part of the Generator.

**Generator Protection and Control Equipment** means the equipment installed to automatically disconnect the Generator Facility.

**Generator Repeated Breach** means, for the Generator:

- (a) five or more breaches of any one or more of the following, within any consecutive 12 month period during the Term, of which Powerlink has provided notice to the Generator of each individual breach (irrespective of whether the Generator remedied the breach):
  - (i) clause 9;
  - (ii) clause 10;
  - (iii) clause 11 and
  - (iv) paragraph (b) of the definition of “Generator Non-Financial Breach”;
- (b) a breach of any one or more of the following, where the breach lasts for more than three months without being remedied:
  - (i) clause 9 (“Operational procedures”);
  - (ii) clause 10 (“Maintenance”);
  - (iii) clause 11 (“Access to facilities”) and
  - (iv) paragraph (b) (“wilful misconduct/gross negligence”) of the definition of “Generator Non-Financial Breach”;
- (c) five or more Technical Breaches, within any consecutive 12 month period during the Term, of which Powerlink has provided notice to the Generator of each individual breach (irrespective of whether the Generator remedied the breach); or
- (d) a Technical Breach that lasts for more than three months without being remedied;
- (e) a Generator Repeated Breach as defined in the Works Coordination Agreement.

**Generator Switchyard** has the meaning given in the Works Coordination Agreement.

**Generator Unit 1, [Generator Unit 2 and Generator Unit 3]** have the meanings given in the Works Coordination Agreement.

**Generator Unit** means a *Generating Unit* described in item 2.1 of Schedule 1 (“Powerlink Connection Assets”).

**Generator Unit Energisation Date** has the meaning given in the Works Coordination Agreement.

**Generator Works** has the meaning given in the Works Coordination Agreement.

**Government Agency** has the meaning given in the Works Coordination Agreement.

**Gross Negligence** has the meaning given in the Works Coordination Agreement.

**Inconsistent Obligation** has the meaning given in clause 25.4 (“Inconsistency”).

**Initial Financial Security** means the Financial Security referred to by that name in the table in item 3 of Schedule 5 (“Charges and other amounts”).

**Insolvent** has the meaning given in the Works Coordination Agreement.

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**Interest Rate** means the rate equal to the current one month Australian Bank Bill Swap Reference Mid Rate specified by Reuters Monitored Service page BBSY at or about 10.00 am (Sydney time) on the first Business Day of each calendar month.

**Interface Specification** has the meaning given in the Works Coordination Agreement.

**IUSA** has the meaning given in the Works Coordination Agreement.

**IUSA Access Rights Agreement** has the meaning given in the Works Coordination Agreement.

**IUSA Site** has the meaning given in the Works Coordination Agreement.

**IUSA Works** has the meaning given in the Works Coordination Agreement.

**Land Access Operating Arrangements** has the meaning given in the Works Coordination Agreement.

**Listed Company** means a company admitted to the official list of a public exchange for company securities.

**Maximum Unpaid Amount** is as set out in item 4 (“Maximum Unpaid Amount”) of Schedule 5 (“Charges and other amounts”).

**Metering Identification Data** means the data associated with a *Metering Installation* and a Transmission Network Connection Point under this agreement that is:

- (a) specified by AEMO from time to time for the purposes of market settlement processes; or
- (b) specified under the Rules.

**National Electricity Law** means the National Electricity Law referred to in section 12 of the National Electricity (South Australia) Act 1996 SA as given effect in Queensland.

**Negotiated Service Charges** has the meaning given in clause 13.2(a) (“How charges are worked out”).

**Network Operating Agreement** means the agreement of that name between Powerlink and [name of Owner] dated on or about the date of this agreement.

**New Financial Security** means new or substitute Financial Security as required by clause 16.12 (“Change in circumstances of Generator”), clause 16.13 (“Change in circumstances of bank providing Financial Security”) or clause 16.14 (“Generator may request swap of Financial Security”).

**Non-Financial Obligation** means any obligation in this agreement other than one requiring a person to pay money or provide security.

**Non-Regulated Service Charge** has the meaning given in clause 13.2(b) (“How charges are worked out”).

**Operational Diagram** has the meaning given in the Works Coordination Agreement.

**Operational Information** has the meaning given in the Works Coordination Agreement.

**Outage Plan** has the meaning given in the Works Coordination Agreement.

**Owner** has the meaning given in the Network Operating Agreement.

**Owner Financial Breach:**

- (a) in respect of the Works Coordination Agreement, has the meaning given in that agreement; and

# Generator Connection and Access Agreement

- (b) in respect of the Network Operating Agreement, means a breach on the part of the Owner of its obligation to pay charges or other amounts to Powerlink under the Network Operating Agreement but only if the Owner does not hold sufficient financial security from the Owner in respect of the amount of such charges and other amounts.

**Owner IUSA Assets** has the meaning given in the Works Coordination Agreement.

**Owner Works** has the meaning given in the Works Coordination Agreement.

**Payment of Charges** means the obligation of a party to pay any amount to the other party as required under this agreement, including the obligation to pay Charges and Termination Costs.

**Powerlink** means the person so described in the Details.

**Powerlink Assets** has the meaning given in the Works Coordination Agreement.

**Powerlink Connection Assets** has the meaning given in the Works Coordination Agreement.

**Powerlink IUSA Assets** has the meaning given in the Works Coordination Agreement.

**Powerlink Minimum Land Access Requirements** has the meaning given in the Works Coordination Agreement.

**Powerlink Network Operations Control Centre** has the meaning given in the Works Coordination Agreement.

**Powerlink Works** has the meaning given in the Works Coordination Agreement.

**Prescribed Service Charges** has the meaning given in clause 13.2(c) (“How charges are worked out”).

**Progress Schedule** has the meaning given in the Works Coordination Agreement.

**Project Document** has the meaning given in the Works Coordination Agreement.

**Property Owner** has the meaning given in clause 24.7 (“Particular exclusions: access to property”).

**Quarter** means a period of three consecutive months commencing on 1 January, 1 April, 1 July or 1 October in any year.

**Regulated Charges** means the charges determined in accordance with the Electricity Laws (other than the Unregulated Charges)

**Regulatory Change** has the meaning given in clause 13.10 (“Review of Negotiated Service Charges”).

**Related Body Corporate** means, in respect of a party or person, a body corporate that is related to that party or person within the meaning of section 50 of the Corporations Act 2001 (Cth).

**Related Company** means any person or entity which:

- (a) is registered as a generator under the Rules for any Generator Unit;
- (b) would have been required under the Rules to be registered as a Generator for any Generator Unit if another party had not been registered as an Intermediary under the Rules for the relevant Generator Unit; or
- (c) otherwise deals with or enters into contracts with either the Generator or any person or entity described in paragraph (a) or (b) above for the provision of services associated with any of the Generator Units, including contracts:

# Generator Connection and Access Agreement

- (i) for the purchaser of electricity generated by any one or more of the Generator Units; or
- (ii) under which a party has a right to otherwise deal with the electricity generated by any one or more of the Generator Units.

**Relevant Exclusion** has the meaning given in clause 24.9 (“Exclusions under *National Electricity Law*”).

**Relevant Limitation** has the meaning given in clause 24.10 (“Limitations under *National Electricity Law*”).

**Relevant Unit Synchronisation Date** has the meaning given in the Works Coordination Agreement.

**Required Insurance Amount** is as set out in item 6 (“Required Insurance Amount”) of Schedule 5 (“Charges and other amounts”).

**Rules** means the rules called the National Electricity Rules made under the National Electricity Law.

**Safe System of Work** has the meaning given in the Works Coordination Agreement.

**Scheduled Outage** has the meaning given in the Works Coordination Agreement.

**Second Practical Completion Date** has the meaning given in the Works Coordination Agreement.

**Secondary System** has the meaning given in the Works Coordination Agreement.

**Security Amount**, for a Financial Security, is the amount set out in the second column of the table in item 3 (“Security Amount”) of Schedule 5 (“Charges and other amounts”) for the applicable Security Period.

**Security End Date**, for a Security Period, is the Security End Date referred to in the first column of the table in item 3 (“Security Amount”) of Schedule 5 (“Charges and other amounts”), applicable to the relevant Security Period.

**Security Period**, for a Financial Security in a Security Period, is the period starting on and from the applicable Security Start Date and ending on and including the applicable Security End Date during which period the relevant Financial Security must be held by Powerlink.

**Security Provision Date**, for a Financial Security in a Security Period, is the Security Provision Date referred to in the first column of the table in item 3 (“Security Amount”) of Schedule 5 (“Charges and other amounts”) applicable to the relevant Financial Security, being the date by which the relevant Financial Security must be provided to Powerlink.

**Security Start Date**, for a Financial Security in a Security Period, is the Security Start Date referred to in the first column of the table in item 3 (“Security Amount”) of Schedule 5 (“Charges and other amounts”), applicable to the relevant Security Period.

**Shareholding Ministers** means the shareholding ministers of Powerlink for the purposes of section 78 of the *Government Owned Corporations Act 1993* (Qld).

**Standard and Poor’s and S&P** means Standard and Poor’s (a division of McGraw-Hill Inc) or Standard & Poor’s (Australia) Pty Ltd or the successor of either of them.

**Start Date** is as set out in the Details.

**Switching Operator** means an Authorised Person who performs work involving the operating of switching devices, earthing devices and isolating devices.

**Switching Sheet** means a document that is part of the Safe System of Work.

# Generator Connection and Access Agreement

**Switching Sheet Checker** means an Authorised Person who validates that the Switching Sheets are correct for the part of the Switching Sheet that involves the Powerlink Connection Assets.

**Target Second Practical Completion Date** has the meaning given in the Works Coordination Agreement.

**Taxes** has the meaning given in the Works Coordination Agreement.

**Technical Breach** has the meaning given in the Works Coordination Agreement. **Term** has the meaning given in clause 20.1 (“Term of agreement”).

**Termination Costs** means the applicable amount set out in item 2.1 of Schedule 5 (“Charges and other amounts”).

**Third Party Claim** has the meaning given in the Works Coordination Agreement.

**Transmission Network Connection Point** (or **TNCP**) has the meaning given in the Works Coordination Agreement.

**Transmission Service** means *Power Transfer Capability* at the Transmission Network Connection Point up to the Agreed Power Transfer Capability.

**Unexpired Cost of the Embedded Investment (“UCEI”)** means the amount worked out using the following formula:

$$\text{UCEI} = \sum_{n=t}^{n=XXX} \frac{\text{FFC}_n \times 0.85}{(1+R)^{(n-t)}}$$

where:

“**UCEI**” is the Unexpired Cost of Embedded Investment in month “**t**”

“**FFC**” is the monthly unpaid future Negotiated Service Charge and Non Regulated Service Charge escalated to month “**t**” in accordance with the escalation formula set out in item 1.4 of Schedule 5 (“Charges and other amounts”).

“**n**” is the series of contract months from month “**t**” to month [xxx].

“**t**” is the contract month (from the Start Date) in which the contract is terminated.

**R** is the average 11am official money market call rate in the month of termination less the average annual CPI (All groups Brisbane) for the preceding five years (to establish the real interest rate), divided by 12, however, if this calculation returns a negative number, then **R** is taken to be zero.

**Wilful Misconduct** has the meaning given in the Works Coordination Agreement.

**Works** has the meaning given in the Works Coordination Agreement.

**Works Approval** has the meaning given in the Works Coordination Agreement.

**Works Coordination Agreement** means the agreement of that name between Powerlink, the Generator and the Owner dated on or about the date of this agreement.

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## 3. Rules of interpretation

In this agreement:

# Generator Connection and Access Agreement

- (a) (**reference to documents**) a reference to this agreement or another instrument includes any variation or replacement of any of them;
- (b) (**reference to parties**) a reference to a party (including a reference to “Powerlink” or “the Generator”) includes (where relevant) the party’s officers, employees, agents and contractors;
- (c) (**reference to laws**) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) (**singular and plural**) the singular includes the plural and vice versa;
- (e) (**persons**) the word “person” includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (f) (**successors and assigns**) a reference to a person (including a party) includes a reference to the person’s executors, administrators, successors, substitutes (including, persons taking by novation) and assigns;
- (g) (**reckoning of days**) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) (**day**) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (i) (**non business days**) if a payment under this agreement must be made on a stipulated day that is not a Business Day, then the stipulated day will be taken to be the next Business Day;
- (j) (**whole and parts**) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (k) (**includes**) the verb “include” (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation; and
- (l) (**including**) the words “including”, “for example” or “such as” do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

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## 4. Headings

Headings are inserted for convenience and do not affect the interpretation of this agreement.



# Generator Connection and Access Agreement

## Signing page

DATED (Powerlink): \_\_\_\_\_

**THE OFFICIAL SEAL of QUEENSLAND  
ELECTRICITY TRANSMISSION  
CORPORATION LIMITED  
(ACN 078 849 233) trading as Powerlink  
Queensland** was affixed in accordance with  
its constitution in the presence of:

\_\_\_\_\_

Signature of Chief Executive or authorised  
person

**CHIEF EXECUTIVE**

Office held

\_\_\_\_\_

Name of Chief Executive or authorised person  
(block letters)

\_\_\_\_\_

Signature of Secretary or authorised person

**SECRETARY**

Office held

\_\_\_\_\_

Name of Secretary or authorised person (block  
letters)

DATED (Generator): \_\_\_\_\_

Executed by [Insert Generator Name]  
(ABN **XX XXX XXX XXX**) in accordance  
with Section 127 of the *Corporations Act*  
2001

\_\_\_\_\_

Signature of Director

\_\_\_\_\_

Name of Director (block letters)

\_\_\_\_\_

Signature of Director

\_\_\_\_\_

Name of Director (block letters)